



**CITY OF PITTSBURGH
REQUEST FOR PROPOSALS**

For:

Automated Red Light
Enforcement System

Deadline for Submission: 3 PM, Friday December 12, 2014

All questions due: 3 PM, Friday November 21, 2014

1. OBJECTIVES OF THIS REQUEST FOR PROPOSAL (“RFP”)

The City of Pittsburgh (the “City”) is requesting a proposal for a comprehensive full service proposal to an Automated Red Light Enforcement Program. The successful Respondent must have the knowledge and ability to install and operate an Automated Red Light Enforcement Program to the satisfaction of the City. The selected Respondent must be capable of the creation and ongoing maintenance of the program. The City is seeking both an automated red light enforcement camera system as well as the full range of associated support services such as violation validation, site selection support, customer service, expert witness testimony, telephone and correspondence processing, noticing, violations processing, integration with required Department of Motor Vehicle (DMV) systems, payment processing, collections, reporting, field maintenance, repair services, adjudication support and training.

2. OPERATIONAL AND SYSTEM REQUIREMENTS

All equipment, systems, processes and procedures provided under this Request for Proposals must comply with 75Pa.C.S.§3117 and the Pittsburgh Municipal Code Chapter 625.

2.1 BUSINESS ETHICS

- 2.1.1 The vendor will provide a list of all automated red light enforcement camera systems and speed enforcement contracts that it has been awarded in the last five years.
- 2.1.2 The vendor will provide an explanation for any contract that was terminated or for which service was no longer being provided during the period prior to the end date of the contract.
- 2.1.3 Vendor will disclose any and all civil lawsuits filed against Vendor, its officers, directors, associates, partners, limited subcontractors, consultants, affiliates, agents or employees in any jurisdiction in the United States arising out of or in connection with automated red light camera enforcement or speed enforcement within the last five (5) years.
- 2.1.4 Vendor will provide a comprehensive list of any of its officers, directors, associates, partners, limited partners, individual owners, consultants, affiliates, agents or employees who have been officially notified of, charged with, indicted or convicted of any federal or state law in the United States arising out of or in connection with

automated red light enforcement or speed enforcement within the last five (5) years.

- 2.1.5 Vendor will provide a comprehensive list of any of its officers, directors, associates, partners, limited partners, individual owners, consultants, affiliates, agents, or employees who have been officially notified of, charged with, indicted or convicted of any federal or state law in the United States associated with obtaining, attempting to obtain or performing a public contract or subcontract within the last five (5) years.
- 2.1.6 The vendor certifies that all information provided or will provide to the City is true and correct and can be relied upon in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this contract for cause and to pursue any other appropriate remedy.
- 2.1.7 The vendor certifies that the vendor's accounting system conforms with generally accepted accounting principles; is sufficient to comply with the contract's budgetary and financial obligations; and is sufficient to produce reliable financial information.
- 2.1.8 The City may examine the vendor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The vendor and any first-tier subcontractor must grant the City access to these records at all reasonable times during the contract term and for 3 years after final payments. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The vendor must include the preceding language of this paragraph in all first-tier subcontractors.
- 2.1.9 The vendor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director of Public Works (Director). Unless performance is separately and expressly waived in writing by the Director, an assignment does not release the vendor from responsibility for performance of this contract. Unless otherwise provided in the contract, the vendor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director. Any subcontract for any work hereunder must comport with the terms of this contract and State/City law, and must include any other

terms and conditions that the City deems necessary to protect its interests.

2.1.10 The Contract Administrator is the City representative designated in writing who is authorized to:

- a. serve as liaison between the City and the vendor;
- b. give direction to the vendor to ensure satisfactory and complete performance;
- c. monitor and inspect the vendor's performance to ensure acceptable timelines and quality;
- d. accept or reject the vendor's performance;
- e. furnish timely written notice of the vendor's performance failures to the Director;
- f. prepare required reports;
- g. approve or reject invoices for payment;
- h. recommend contract modifications or terminations
- i. issue notices to proceed; and
- j. monitor and verify compliance with any Contract Performance Plan.

2.1.11 The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the City's contractual rights.

2.2 INFORMATION SECURITY AND PROTECTION OF CIVIL LIBERTIES

2.2.1 The system must be capable of providing accessibility to numerous users without degradation of service. The list of users must be complete, accurate and approved by the City. Whenever the Vendor's users change, the City will be notified immediately in writing. The system must allow multiple users to simultaneously view a single citation. It should also include a security and audit function to enable the tracking of access, data entry and amending of incidents.

2.2.2 The City seeks an automated red light camera system that reliably, accurately, and fairly captures red light violations while minimizing the invasion of privacy for drivers and passengers. No camera system may be capable of being manipulated from a remote location for any purpose. No camera system may be placed in such a manner as to capture images other than those described in this document. Proposals should include how privacy concerns have been addressed in similar environments with similar equipment.

- 2.2.3 The system must provide limited access to images. Tracking software is required to show when and who accesses the system. The vendor must notify the City of the method by which access to the system may be gained.
- 2.2.4 All data generated by the automated red light camera program including but not limited to system program information, violation data, images, and aggregated data are the property of the City and may not be used by the vendor outside of the scope of services defined herein without written permission from the Director.

2.3 PUBLIC INFORMATION, EDUCATION AND OUTREACH

- 2.3.1 The vendor will be required to provide information in support of a continuous public information campaign to provide and maintain public awareness of the automated red light camera program. In addition, the vendor will be required to attend public meetings and assist City staff in demonstrating the automated red light camera enforcement system equipment and program.
- 2.3.2 The vendor will provide examples and references of automated red light enforcement community awareness campaigns it has participated in. The vendor must include community awareness activities it will propose as part of its base bid for this contract.
- 2.3.3 The vendor will be responsible for the creation of professionally produced public service announcements describing the automated red light camera program. The public service announcements will be done at the direction of the City.
- 2.3.4 The release of any information regarding the automated red light camera program must be done with the approval of the City.

2.4 EQUIPMENT INSTALLATION

- 2.4.1 The vendor will provide and install all related equipment needed to identify and photograph motor vehicles violating traffic signal indications. Each camera system will monitor red light violations from a single approach. New equipment must be installed and it must be of the latest technology available.
- 2.4.2 An Automated Red Light Enforcement System is defined as inclusive of all equipment and personnel required for the photo enforcement of red light violations in the City of Pittsburgh. The Department must require the vendor to install all hardware including the traffic violation detection system. Required hardware must include, at a

minimum, all computer interfaces, software, cameras, flash strobes, poles, violation detection system, wiring, and any necessary appurtenances to support a fully functional Automated Red Light Enforcement System. The vendor must work with the electric provider to establish a separate electrical service and billing account. The electricity costs must be paid by the vendor.

- 2.4.3 The style, design and specifications for poles used in relation to the automated red light camera system will be determined by the City. The vendor must be responsible for providing and installing all poles associated with the traffic violation detection system. Signs at Automated Red Light Enforcement System locations will be provided and installed by the City. The vendor will be solely responsible for reimbursing the City for any and all monetary costs associated with the purchasing and installation of the signs. When the contract expires, all poles and underground conduits must become the property of the City. The vendor will be responsible for pavement markings at the intersection including, but not limited to, stop bars, crosswalks, lane use arrows, lane lines and double yellow lines within 150 feet of the intersection.
- 2.4.4 The vendor must provide and install the camera boxes, sensors (type approved by the City), related wiring and any ancillary equipment necessary to make the Automated Red Light Enforcement System operational. Installation of the system must be completed on a schedule agreed to by the City. The vendor must detail their installation methodology and provide a draft schedule in its proposal to the City. Vendor must pay for all upgrades required by PennDOT or the City of Pittsburgh. All replacement equipment must be new. All equipment installed in relation to the Automated Red Light Camera system must be assembled in the United States.
- 2.4.5 The Vendor must supply within fifteen (15) calendar days of contract execution a scanner capable of scanning documents into the appropriate citation tracking system and two new (unused) high quality picture image color laser printers for printing and reproduction of citations. The equipment will be provided at no cost to the City. The printers must have online access to the vendor's core violation processing system and allow police personnel to print violation notices remotely. The vendor will be responsible for all maintenance, replacements, and supplies for the printers.
- 2.4.6 Vendor must supply five (5) workstations to be installed at locations designated by the City. This equipment will be provided at no cost to the City. The vendor supplied workstations must have online access to the vendor's violation processing system and allow staff to

remotely approve violation notices online. The vendor will describe the system's ability to provide the remote account information access. The vendor must describe the specifications of the proposed desktop workstations. The system response time for all on-line systems must be on average, less than five (5) seconds between the remote PC workstations and the vendor's violation processing system. The vendor will describe the speed and connectivity between the remote PC workstation and the vendor's violation processing system.

2.5 EQUIPMENT MAINTENANCE

- 2.5.1 The removal of obstructions that interfere with the clear vision of signs and signals will be the responsibility of the vendor. All costs related to the removal of obstructions or other measures to alleviate obstructions will be the responsibility by the vendor at no additional cost to the City. All removals and methods of removal must be approved by the City in advance of any work commencing.
- 2.5.2 All maintenance of vendor-supplied items must be the responsibility of the vendor.
- 2.5.3 The vendor is responsible for daily verification of each site's operational status and is required to immediately notify the City of any camera or system malfunction. Any camera or system malfunction must be repaired or replaced within 24 hours of its discovery unless otherwise approved by the City. For each hour exceeding the twenty-four (24) hours allotted for repair or replacement of inoperable equipment, the vendor must pay the City liquidated damages per piece of inoperable equipment or camera location at the hourly rate of seventy-five dollars (\$75.00). These damages will accrue hourly until the repair or replacement is completed and the equipment is functioning to the satisfaction of the City. Any assessed liquidated damages will be deducted from the vendor's invoice.
- 2.5.4 The vendor must provide quality assurance checks on each photo enforcement system seven (7) days a week. The vendor is also expected to provide routine preventative maintenance. The vendor must provide weekly system status reports that describe the maintenance performed, problems detected and out-of-service time for each unit. Report must be made electronically to the City and its designated representatives. These reports must be accurate and include all maintenance, repairs and replacements performed on all

cameras. When a system is found to be inoperable, the City must be notified immediately.

- 2.5.5 The vendor must submit a detailed maintenance plan. It must include all elements listed above as well as a staffing plan for maintenance functions. The vendor is required to provide a description of the plan for any necessary repairs, including emergencies and maintenance of camera system. The vendor is required to indicate the availability of materials for maintenance and repair. The vendor is required to provide a detailed description concerning the availability of its service technicians in the event that a system becomes inoperable.
- 2.5.6 The vendor is responsible for regular inspection of poles and equipment related to the Automated Red Light Enforcement System operation. Inspections must include checks for damage, vandalism, structural integrity, and the unauthorized posting of materials or graffiti. Repairs, cleaning and replacement of poles and equipment are to be done in adherence with the provisions of the contract. Unauthorized posting and graffiti will be removed expeditiously and costs will be absorbed by the vendor.
- 2.5.7 Maintenance of each camera system must be accomplished with minimal traffic lane obstruction. The City reserves the right to limit the days, hours and locations at which service vehicles may park to perform system maintenance.
- 2.5.8 Unless otherwise approved by the City, equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.

2.6 CONTRACTOR EXPERIENCE

- 2.6.1 Each proposal must include a complete list of cities where the proposed camera system is currently in use, the operational starting date for each city, the number of continuous years the system has been operational, the number of intersections /approaches covered, and the number of camera systems in each city.
- 2.6.2 The proposing vendor must have sufficient experience in providing large scale and full service Automated Red Enforcement Systems and services to cities of similar size.

- 2.6.3 The proposing vendor must have sufficient experience in providing large scale and full service Automated Red Light Enforcement Systems and services to cities of similar size.
- 2.6.4 Proposing vendors must provide at least three references to be considered for this bid.
- 2.6.5 Provide any other vendor experience that may be relevant to the success of the City's Automated Red Light Enforcement System and service programs.
- 2.6.6 Provide the name, address, and telephone number of all subcontractors and vendors proposed for this project. Include a brief qualifications summary discussing the responsibilities and experience of each firm.

2.7 PROJECT MANAGEMENT

- 2.7.1 The vendor's back office operations will be closed on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Any other weekday closures must be approved by the City.
- 2.7.2 The vendor must maintain a walk-in Customer Service Center located within the City of Pittsburgh, at a location approved by the City. Citizens must be able to receive information; make payments; request a hearing; and view violation images and information at the vendor's Customer Service Center. The vendor's Customer Service Center does not have to be co-located with the vendor's processing center.
- 2.7.3 The vendor must make every effort with the City to resolve citizen inquiries or complaints made concerning the use of automated red light enforcement technology. The Customer Service Center will be open for business between the hours of 9:00 a.m. to 6:00 p.m., Monday through Friday. The vendor must describe the staff level and available hours of customer service proposed for this project.
- 2.7.4 The vendor must assist in establishing a clear written protocol to be approved by the City for handling citizen complaints. The vendor will be required to document all contacts with violators in the incident tracking system.
- 2.7.5 The vendor must have demonstrated experience in establishing, staffing, and operating a customer service operation with trained

customer service representatives to handle the call volume and citizen questions about the program or a particular traffic citation. The customer service representatives will be paid the prevailing industry wage. Describe vendor's customer service experience in similarly sized jurisdictions.

- 2.7.6 Describe the tools available for customer service representatives to:
- Review account data and violation images
 - Send automated correspondence
 - Initiate citation reviews
 - Suspend account activities as appropriate
- 2.7.7 The vendor must provide adequate staffing to open, count, log, review and process correspondence letters mailed from citizens each day. The City requires that 90% of all correspondence be processed within one day of receipt when averaged for each week. In no case may any correspondence be processing take more than two (2) working days.
- 2.7.8 Staff should be cross-trained and experienced in all facets of correspondence submission requirement to ensure coverage during heavy volume periods. Appropriate supervisory staff must be assigned to all operational departments.
- 2.7.9 The vendor is responsible for generating all out-going correspondence. The vendor will describe the system for generating correspondence to citizen inquiries and include samples with the proposal.
- 2.7.10 The vendor must describe its methodology for handling, processing, and tracking incoming correspondence.
- 2.7.11 The mail processing facility should be equipped with security features including but not limited to cameras, pass-key door lock systems, sprinkler system, off-site record storage, etc.
- 2.7.12 The vendor must maintain a Processing Center within the City of Pittsburgh at a location approved by the City. All violation processing services required by this request for proposals must be provided out of the Processing Center.
- 2.7.13 The Processing Center must conform to all local, state, and federal zoning and building code requirements.
- 2.7.14 The Processing Center must continue operation for as long as the contract for Automated Red Light Enforcement Program is active

and for 45 days thereafter. Upon conclusion of the contract and the 45 days thereafter, the vendor must forward all records to the City for disposition of the remaining cases.

- 2.7.15 The Processing Center Manager, or other designated employee of the vendor, will be required to work effectively with, and promptly address issues identified by the City.
- 2.7.16 The vendor must provide trained office and clerical staff with experience operating in a professional office setting.
- 2.7.17 The vendor must identify the location of its proposed Violation Processing Center for the City of Pittsburgh Automated Red Light Enforcement Program.
- 2.7.18 The vendor will describe its project organization for both startup and ongoing operations. The vendor must include all positions in the organization including number of staff and location. The vendor must also include the names and resumes of all key personnel and additional personnel as requested by the City. Vendor must provide a detailed description of its process for hiring personnel associated with its administration of the automated red light camera program and any and all procedures it undertakes to help ensure that its employees, agents and sub-contractors are qualified to administer the Automated Red Light Enforcement Program. If Vendor requires its employees to submit to a drug testing policy, Vendor must provide its drug testing policy, including, but not limited to, the manner in which drug tests and the frequency of its drug testing. The vendor will immediately notify the City whenever staff involved in the City's program is replaced. The vendor is required to provide representation at meetings as determined by the City and other agencies responsible for the operation of the Automated Red Light Photo Enforcement System.

2.8 IMPLEMENTATION PLAN

- 2.8.1 The initial system will be installed by the vendor, within ninety (90) days of the initial location approval or notice to install is granted by the City. The vendor is to submit a Project Work Plan or implementation timeline for all services as outlined for the entire project indicating how it intends to meet the city's implementation schedule. The plan should describe the project management methodology and activities needed to complete total project implementation. A typical plan must be presented in chart form and indicate weekly and monthly activities in support of the

implementation, including quality control reviews and participation of subcontractors. The plan should provide milestones, anticipated completion dates, and all events requirements.

- 2.8.2 After the initial system is in place, subsequent camera systems must be installed within 60 days of location approval.
- 2.8.2 Discuss vendor's success in implementing automated red light enforcement systems and service programs of similar size within similar time frames.

2.9 SITE SELECTION, ANALYSIS AND DESIGN

- 2.9.1 The vendor may be required to perform feasibility and/or baseline studies at intersections being considered or selected for inclusion in the program. Proposals must include the methodology of the studies. Any traffic studies conducted as part of a site selection process must occur at the target location and for a period of at least twenty-four (24) continuous hours. Vendor will provide examples of where they have implemented their strategy and provide contact for each city referenced.
- 2.9.2 The City, in consultation with PennDOT, will be responsible for the final site selection.

2.10 PERMITTING

- 2.10.1 Prior to installation, the City in coordination with PennDot must approve the design and installation of all system equipment. Installation of equipment should require minimal disruption of roadway surfaces and must conform to all city, state and federal guidelines. The vendor must be responsible for submitting any plans as required by the Department of Public Works and/or PennDOT and obtaining all necessary permits and approvals required for installation of the Automated Red Enforcement System. Vendor is responsible for all costs associated with upgrades required by PennDot or the City.
- 2.10.2 The vendor will be responsible to provide updated traffic signal record drawings showing all actual field locations of all equipment.
- 2.10.3 The vendor will be responsible to secure all applicable City permits from the Department of Public Works Permit office located at 611 Second Avenue. A street opening permit, sidewalk opening permit,

machinery in the right of way permit, and obstruction permit are examples of permits that may/will be applicable during installation of the equipment. Each location and scope of work will be reviewed to determine the actual permit required for the site. The traffic obstruction permit will dictate when construction activities can be performed at a particular location. No construction activities will be permitted between the hours of 7:00am -9:00am and 4:00pm-6:00pm. Night time construction, when traffic and pedestrian volumes are the lowest, will be required at some/all locations. Off-duty uniformed police may be required during construction for traffic control.

- 2.10.4 The vendor will be responsible to mark its facilities for Pennsylvania One Call inquiries.

2.11 CAMERA SYSTEM REQUIREMENTS

- 2.11.1 A Camera Enforcement System, for purposes of this proposal is, all equipment, installation, maintenance and support infrastructure, as defined in this section, necessary to monitor red light violations at a single intersection from a single approach.
- 2.11.2 The vendor must provide a digital camera system of sufficient quality to provide clear color images, for installation at each selected location. The vendor must provide camera specifications with the proposal.
- 2.11.3 The camera must be capable of operating effectively in all weather conditions including heat, cold, wet, dry and wind.
- 2.11.4 Camera systems must be fully automatic with regard to set-up, settings and focusing.
- 2.11.5 The City expects one camera to cover all lanes for each individual approach. Roadside right of way is often limited.
- 2.11.6 Vendors must describe the proposed camera system, including camera system capabilities and features, camera system housing pole, flash units, and processing capabilities.
- 2.11.7 Each proposal must include a list of cities where the proposed camera is currently in use, the operational starting date for each city including the number of intersections covered, the number of camera systems in each city and the number of years the camera systems have been operational for each city.

- 2.11.8 Each camera system must be equipped with a computer interface and must have sufficient computer support and associated equipment to record, document and track red light enforcement data for record keeping and adjudication purposes.
- 2.11.9 The camera system should be capable of gathering and producing reports to be provided to the City daily and monthly per location showing traffic information for statistical analysis including speed, red light violations, traffic volume and associated averages. Traffic data must continue to be captured during periods when the camera system is placed in a “warning” mode or that setting where the camera system is operational but not in an enforcement mode.
- 2.11.10 City personnel must be able to review monthly reports and review/update violator account information online. The system must allow City personnel to review all relevant account information.
- 2.11.11 Vendor’s proposed camera systems must be interchangeable allowing a single red light camera system to be rotated between several camera housings. The City must be provided with housing options to ensure contextual sensitivity when installing the red light camera system. The selected housing may vary per neighborhood or per intersection.
- 2.11.12 The vendor must include the method proposed for violation detection. It must include a detailed description of the method and record of accuracy of the violation detection protocol proposed. The vendor must include a list of cities where the violation detection method is employed.
- 2.11.13 The successful vendor will provide a camera system capable of photographing the rear of vehicles whose drivers commit red light violations. The camera must be able to capture three (3) color photographs per violation. The first photo must depict the vehicle behind the legal point of violation while the governing traffic signal is visibly red in the photograph. The second photograph must depict the same vehicle continuing through the intersection, beyond the legal point of violation with the traffic signals red in the photograph. The third photograph must depict a cropped view of the vehicle’s license plate.
- 2.11.14 Images must be clearly discernible and visible to the naked eye, without the use of enhancement equipment to view the photograph of the vehicle in violation. The equipment must also be capable of

providing a color image of the rear license plate of the vehicle in violation. Furthermore, the camera systems must be able to capture all images in color at all times of day and under all weather conditions. Sample photos depicting day and night images must be submitted with proposals representing all weather conditions including rain, snow, overcast and bright sunlight.

- 2.11.15 Vendor's Automated Red Light Enforcement System must be optically isolated from the City's traffic controller unit.
- 2.11.16 Vendor must use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the NEMA standard. The vendor must submit a schematic drawing showing his methodology for establishing a connection to the controller in order to obtain approval.
- 2.11.17 Vendor's system must provide a convenient means of disconnecting it from the traffic signal system. The City must retain the right to disconnect the vendor's system from the traffic signal system when, in the opinion of the City, it is in the best interest to do so for the purposes of safety, maintenance, repair, troubleshooting or other reasons related to the proper operation of the traffic signal system.
- 2.11.18 The camera system must monitor the status of the red signal via the controller terminals that feed the signal head. These terminals are 120 VAC.

2.12 EXPANSION CAPABILITIES

- 2.12.1 The red light camera system should be capable of co-locating with speed detection systems at intersections and capable of detecting and recording evidence of straight through red signal violations, left-turn and right-turn violations, including violations by slow moving right-turn vehicles, at approaches with single and multiple lanes.
- 2.12.2 The system should be capable of providing full motion video for each violation of a red signal.
- 2.12.3 The vendor will describe how the proposed system can accommodate migration to new technology, including the level of work required to migrate from the digital system to other available automated red light enforcement technology.

2.13 VIOLATION DATA REQUIREMENTS

- 2.13.1 The violation processing system must attach the electronic signature and ID number of the reviewing technician to the actual notice mailed to the violator.
- 2.13.2 The information management software system must provide record keeping and tracking functions for all citations from issuance through final disposition.
- 2.13.4 The Vendor's Violation Processing System will serve as the core for the violation processing on this project.
- 2.13.5 All data generated by the automated red light camera program including but not limited to system program information, violation data, images, and aggregated data are the property of the City.
- 2.13.6 Recorded images and other data will be for the exclusive use of the City, its authorized agents, and law enforcement officials. The information shall not be deemed a public record under the act of February 14, 2008 (P.L.6, No.3), known as the Right-to-Know Law. The information shall not be discoverable by court order or otherwise, nor shall it be offered in evidence in any action or proceeding which is not directly related to a red light violation.

2.14 DATA SECURITY AND REDUNDANCY REQUIREMENTS

- 2.14.1 The vendor will describe how violation data will be stored and all applicable data security precautions that will be taken to protect violation data collected and stored in vendor systems.
- 2.14.2 The vendor will fully describe disaster recovery and data redundancy plans for violation data stored in vendor systems.

2.15 CALIBRATION AND ACCURACY REQUIREMENTS

- 2.15.1 Each camera system must be capable of internal calibration checks for accuracy and functionality. Evidence of such testing must be imprinted on the camera image. A test failure must prevent further operation of the noncompliant unit. The vendor is required to

provide certification that the red light camera system was operating properly at the time of red light violation.

- 2.15.2 The camera system must be capable of allowing City personnel to complete remote downloads, verify calibration and shutdown the camera system. The vendor must maintain the correct calibration on all red light cameras. The vendor is also responsible for ensuring that the amber phase is calibrated in compliance with the PennDot permit for each location. The amber phase calibration and red light timing calibration must occur quarterly with a report verifying the correct calibration being forwarded to the City.

2.16 DATABASE AND REPORTING REQUIREMENTS

- 2.16.1 The vendor must clearly define the proposed database and reporting system which will allow for statistical analysis of violations and related data over time.
- 2.16.2 The vendor must describe the proposed program management software and its capabilities. The program management software system must provide record keeping and tracking functions for all citations from issuance through final disposition.
- 2.16.3 A wide range of reports will be required from the vendor. The following is a partial list of required reports. Sample reports should be submitted with the proposal.
- a. Number of events
 - b. Number of violations recorded
 - c. Number of citable violations
 - d. Traffic volumes and violations by location
 - e. Number of violations not resulting in citations
 - f. Breakdown of violation rejection categories and amounts
 - g. Breakdown of citations by location
 - h. Number of citations prepared and mailed
 - i. Number and dollar amounts of fines collected monthly and total to date

- j. Status and monetary value of citations issued in the following categories: outstanding, paid, in collection status
 - k. Number of telephone calls, their resolution, wait time, etc.
 - l. Number of walk-in customers, their resolution, wait time, etc.
 - m. Adjudication hearing scheduled and held
 - n. Adjudication appointments scheduled
 - o. Disposition of adjudication hearings
 - p. Equipment hours of service
 - q. Camera maintenance status and downtime with reasons
 - r. Refund Reports
 - s. Amber phase verification
 - t. Any other report requests by the City/ PennDOT
- 2.16.4 Each report must be available on at least a monthly and annual basis. Some may be required on a daily or weekly basis. Preference will be given to reporting systems which allow custom reports to be produced from an array of preset factors.
- 2.16.5 The vendor must describe how they will report to the City on the accuracy of the processing and field work provided by their program. A description of the methodology of quality assurance procedures must be included in the vendor's proposal.

2.17 TRAINING REQUIREMENTS

- 2.17.1 The Vendor must provide reasonable and necessary training in the operation of the Automated Red Light Enforcement System for appropriate staff. This training must provide the personnel with a basic understanding of how the camera system operates.
- 2.17.2 The vendor must provide training on the use of the vendor's violation processing system to offices and others who will make use of the system.

- 2.17.3 The training must be conducted in person within the City of Pittsburgh at a site and time approved by the City.
- 2.17.4 Class size must be limited so as to provide a quality training atmosphere. Class size will be limited to a maximum of 10 persons for each instructor. The vendor must describe the proposed training and state class size on the proposal.
- 2.17.5 The vendor must submit an overview of the training of its employees and expert witnesses.

2.18 VIOLATION PROCESSING

- 2.18.1 The City must obtain a comprehensive violation processing system that has the capacity to handle a high volume of red light violations. The system should be capable of reviewing violation events, name and address acquisition, notice mailing, payment processing, customer service, and collections. The vendor must strictly adhere to any and all timelines established by the City concerning the processing of said violations and must further abide by any and all state and local laws and regulations pertaining to the Automated Red Light System. The vendor is required to provide a detailed description of the violation processing system. The description must include the following:
 - a. Capabilities
 - b. Security and auditing ability
 - c. Capacity
 - d. Features
 - e. Available modules
 - f. Support
- 2.18.2 All required data generated by the violation must be superimposed in the photographs.
- 2.18.3 The vendor's database must provide standard database functions to allow the vendor, and authorized City officials to easily enter, access, search, and sort the violator database by various parameters including:

- a. Date of violation
- b. A unique violation incident number
- c. Time of violation
- d. Location of violation
- e. Vehicle registration plate information
- f. Vehicle registration plate-issuing state
- g. Registered owner of vehicle
- h. Date of notice
- i. Adjudication status
- j. Hearing date and time
- k. Any other elements requested by the City

- 2.18.4 The proposed system must accept all statistical data from camera systems used by the City, regardless of camera type. The core system must contain all camera data and citation processing data within single point of access or single database.
- 2.18.5 The vendor must comply with the following: (a) Pennsylvania law provides owners with the option of identifying the driver of the vehicle at the time of the violation through testimony in court or via notarized statement. (b) Driver notices are then sent to the identified offender within fourteen (14) days of the court's approval. The vendor must be able to meet these requirements and will perform all associated mailings at no additional cost to the City.
- 2.18.6 The vendor must utilize the use of Remote Deposit Capture technology for payments made by checks.
- 2.18.7 Proposal must list the cities currently using the proposed violation processing system including the volume of: violations issued, notices of violation mailed, payments processed, correspondence received and processed, telephone calls handled, revenue collected, collection notices mailed, DMV records obtained, etc.

- 2.18.8 The vendor supplied workstations must have online access to the vendor's violation processing system and allow staff to remotely approve violation notices. The violation processing system must attach the electronic signature of the reviewing staff to the notice mailed to the violator.
- 2.18.9 Police officers and City officials must be able to review monthly reports and update violator account information to include, at a minimum:
- a. The vehicle registration plate numbers and character
 - b. The state of issuance for the vehicle registration plate
 - c. The vehicle registration plate type
 - d. The date of the violation event
 - e. The time of the violation event
 - f. The location of the violation event
 - g. All three digitized images demonstrating the violation and tag close-up
 - h. Payment status; including date money was applied and if applicable, image of check or money order.
 - i. Hearing status
 - j. Digitally imaged correspondence
 - k. Standardized monthly reports (must have ability to review and print reports)
 - l. Zooming capability in order to enhance image clarity
 - m. Include on screen history tracking of incident to include date/time and individual who completed any action.
 - n. All customer related notes; any contact with the customers must be documented
 - o. Show dates of each step of violation process and present status of incident

2.18.10 In addition, the staff must have remote violator account update capability through the vendor supplied workstation. Personnel authorized by the City should have the ability through remote workstations to, at a minimum:

- a. Download violation images for printing or mailing to citizens
- b. Suspend activity on accounts until further research is completed in special circumstances

2.18.11 On all approved violations, the vendor must provide personnel to view all digitally recorded images and enter event data, to include:

- a. Vehicle registration plate numbers and characters
- b. State of issuance for the vehicle registration plate
- c. Vehicle registration plate type
- d. Date of the violation event
- e. Time of the violation event
- f. Location of the violation event
- g. Vendor assigned reference number to be determined at the direction of the City.

2.18.12 Vendor personnel must create a third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity the clarity of the registration plate.

2.18.13 City personnel must view each image and make a preliminary decision whether it meets the City criteria to issue a citation. If the established criteria are *not* met, the system must permit the reviewing personnel to enter the appropriate City defined explanation code. If the photograph does appear to indicate violation, the City staff must prepare the image for City Police verification that the recorded image is a citable offense. The notice of violation must be capable of displaying the described elements.

2.18.14 Vendor must prepare and print citations for all Bureau of Police approved citable offenses. All citations must be in accordance with City approved format. Narratives on citation notices will be provided at the direction of the City.

- 2.18.15 Printed citations must include three-color digitized violation images of a quality acceptable to the City. The citations must include the electronic signature of the officer who approved the citation. The first picture must clearly show the vehicle prior to crossing the marked stop line and at least one of the governing traffic signal heads with the red signal illuminated. The second image must clearly show that the same vehicle continued through the intersection with at least one of the governing traffic signal heads with the red signal illuminated. The third image must be a cropped, scaled, user-selected sub-image of the vehicle's registration plate, clearly readable to the average naked eye. Printed citations must also include the date and time of the violation, the location of the intersection, the exact length of time that the light was red for each specific violation, the dollar amount of the civil penalty imposed and the date by which the civil monetary penalty must be paid.
- 2.18.16 The vendor must mail law enforcement approved citations with return envelope by first class mail. The vendor is responsible for cost of postage and mail delivery. The vendor will be responsible for recording either manually or automatically proof of mailing and that information should be available for processing and adjudication. All status and outcome updates regarding the mailing of the notice must be included in the incident tracking system. This information must also be available for judicial or administrative hearings as evidentiary material.
- 2.18.17 The vendor must send a second follow-up notice to delinquent violators, in the event of non-response, fifteen (15) days after the initial response due date. The vendor's proposed violation processing system must include automated tracking of all violation account information including payments and scheduled hearings to ensure follow up notices are not erroneously sent to violators. The vendor must describe the proposed system's ability to comply with this requirement.
- 2.18.18 Second notices will include an approved narrative from the City and the three photographs from the first notice.
- 2.18.19 The vendor will provide statistical analysis of violations and related data at the request of the City. The information generated must be used by the City to evaluate the performance of the Automated Red Light Enforcement Program and to assess the relative success in achieving the goal of improved traffic safety at signalized intersections by modification of driver behavior.

2.18.20 Violation will only be issued for infractions which occur more than 3/10 of a second after the change of the signal to red.

2.19 OWNERSHIP IDENTIFICATION

2.19.1 The vendor must obtain registered owner information within 30 days from the appropriate department of motor vehicles for the citable offense on identified registration plates. If the first request for owner information is unsuccessfully returned to the vendor, another request for owner information must be submitted to the appropriate state DMV within 7 business days after the first request was made.

2.19.2 The vendor must describe the proposed solution for acquiring both in-state and out-of-state registered owner information in a timely fashion. First notices must be mailed within 30 days after the commission of the violation or within 30 days after the discovery of the identity of the registered owner, whichever is later, and not thereafter to the address of the registered owner as listed in the records of the department. Describe similar jurisdictions where the proposed method to determine the registered owner information has proven successful. Detail the number of registered owner requests performed annually for each referenced project. Detail the registered owner success rate for each referenced project. Describe the process that will be followed when attempts to obtain the vehicle registration are unsuccessful.

2.19.3 The vendor must describe the proposed process for handling government, rental, fleet and temporary registered vehicles that are captured in violation of the City's red light regulations. Describe similar jurisdictions where the proposed method has proven successful.

2.20 PAYMENT PROCESSING

2.20.1 The vendor must mail two initial notices and describe its collections strategy to maximize payment in the event the initial two notices do not result in closed accounts. The vendor must detail, including sample notices, its proposed collection approach for this proposal. The vendor must list examples of other cities where similar collections strategies have been implemented and detail the collection rates and results of such efforts. The vendor's system must be capable of exporting violation information to third party vendors concerning outstanding violations.

2.20.2 The vendor will be responsible for processing all payments received for the Automated Red Light Enforcement Program. The vendor must have the capability to handle all automated red light enforcement violation payments made in person at designated locations, electronically paid on-line, electronically paid by phone, and mailed into a vendor-owned USPS lockbox, including the daily depositing and reconciliation of all receipts. Any change to fee costs for payments must be approved by the City.

2.20.3 With the high volume of mail that is anticipated, control and accuracy are essential factors in the lockbox operation. The services provided should be integrated with numerous levels of control, audit, and redundancy, which will ensure the accurate and timely receipt, processing, and update of mail-in payments. The vendor must describe its procedures for processing payments. Such procedures must include:

- a. Method for receipt of payments and recording receipt date
- b. Ability to apply payments by source (cash, check, money order, or credit card)
- c. Ability to handle electronic reimbursement
- d. Verification of check amounts
- e. Batch reconciliation and file update
- f. Bonded courier service to financial institution
- g. Accepting partial payments

2.20.4 The vendor is required to deposit into the designated bank account, once each 24 hours during normal banking days, an amount equal to the gross receipts of the current day's revenue received. Payments deposit must be applied to the vendor's database every day and available for online review within 24 hours of deposit/update.

2.20.5 The vendor is required to provide procedures for handling payments received that require investigation and research. These procedures should include, but not be limited to:

- a. Overpayments

b. Unapplied payments

c. Returned checks

2.20.6 The vendor must describe its payment reconciliation methodology.

2.20.7 Please describe vendor's proposed internet payment solution. The vendor must provide a list of all fees charged to persons making online payments. The vendor must also describe jurisdictions where they have provided similar internet payment systems.

2.20.8 The vendor will be required to provide on-line cashiering systems at various facilities to enable citizens to make walk-in Automated Red Light Enforcement Program payments. The vendor must describe the proposed on-line cashier capability. Vendors should describe where their proposed on-line cashiering solution is currently operational.

2.21 ADJUDICATION SUPPORT

2.21.1 The vendors must prepare evidence files for every scheduled hearing. Evidence files must be submitted to any and all government agencies designated by the City in electronic format, capable of being printed from the system at the hearing location. Evidence files will consist of, at a minimum:

a. Digital image of the first violation photograph

b. Digital image of the second violation photograph

c. Digital image of the license plate tag

d. Field service technician log indicating the good working order of the automated red light camera system at the time of violation

e. Additional information as required by the City

f. Any written correspondence received from the violator in hard copy or digital format

g. Electronic verification of violation notice mailing

- 2.21.2 The vendor's system must be capable of scheduling hearings and interfacing and exploring all required data to any and all government agencies designated by the City. Please describe experience with interfacing proposed system data with adjudicatory agencies.
- 2.21.3 The vendor must provide, at its own expense, witnesses as necessary to testify as to the accuracy, operations, and reliability of the automated red light camera and related equipment for contested complaints. Additionally, video or other materials may be developed to present relevant information at the hearing.
- 2.21.4 The vendor must specify a process to notify all operators and technicians of adjudication dates as required for successful prosecution.

2.22 PRICING

Vendor agrees to furnish a complete automated red light enforcement system in accordance with the requirements of this RFP, City Municipal Code and Pennsylvania State Code. Price quoted in the proposal is for each camera system installed per the operational requirements above that includes all installation and equipment costs, service and maintenance costs, violation processing and service costs, community awareness costs, and all other costs related to the scope of work required in the RFP. Each camera system must be able to provide enforcement on one intersection approach completely as described in this RFP. Vendor should assume a minimum of six automated red light enforcement systems. If the vendor wishes to include reimbursable expenses as part of its price structure, each expense for which reimbursement is proposed must be listed.

- 2.22.1 All services are to be provided on a fixed fee basis per complete camera system. No portion of the vendor's fees will be paid on a percentage of money collected or number of violations issued. The vendor will be responsible for all operating costs and staff for the provision of this contract.
- 2.22.2 Start-up costs will be the responsibility of the vendor. The vendor should submit a monthly fixed fee per installed system. The fee should include all installation and equipment costs, service and maintenance costs, violation processing and services costs, community awareness costs, and all other costs related to the scope of work required.

- 2.22.3 The vendor is required to submit a plan for prorated payments by the City for any sites which are inoperable for any period of time.
- 2.22.4 The vendor is also required to submit a plan for prorated payments by the City for any sites where monthly collections for the site are less than the monthly fixed fee.
- 2.22.5 The vendor is further required to submit a fixed monthly fee for the provision of an unattended housing or if there is a cost to move an automated red light enforcement system from one location to another.

3. PROPOSAL REQUIREMENTS

3.1 FORMAT

To ensure a uniform review process, all proposals must follow the format specified herein. Bids not in accordance with this specified format will be considered noncompliant and returned to the vendor.

- 3.1.1 Title Page; information on title page should include project title, name of firm and project contact information.
- 3.1.2 Table of Contents
- 3.1.3 Letter of Transmittal-signed by an officer of the company authorized to bind or negotiate on behalf of the company.
- 3.1.4 Executive Summary of entire Proposal (maximum 3 pages).
- 3.1.5 A written narrative describing the method or manner in which the Respondent proposes to satisfy the Objectives of the RFP as well as the Scope of Work in the order listed above.
- 3.1.6 A description of the Respondent's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work.
- 3.1.7 The complete fee and cost to the City for all services outlined in this RFP. This section must include all related costs and fees, including but not limited to training, set up, operation, maintenance, customer

service, court services, record keeping, collections, postal fees, etc. Fees not listed in this section must not be charged to or paid through the program by the City of Pittsburgh. All prices set forth in the proposal received by the City must remain firm for nine (9) months after issuance of the Request for Proposals. All prices set forth in the contract must remain firm for the duration of the contract and addendums.

- 3.1.8 A brief history of the company, including organizational structure, ownership interest, present status and projected corporate direction.
- 3.1.9 Active customers (including cities, counties, states).
- 3.1.10 Number of years in operation under present name or previous name(s) and the number of years of business for each providing services required by this RFP.
- 3.1.11 Value added; list additional services the vendor can/will provide which are not specific or incidental requirements of the RFP. Explain how these services will benefit the City of Pittsburgh's Automated Red Light Enforcement Program.
- 3.1.12 Include financial statements for the last four (4) years, examined by an independent Certified Public Accountant who is not an employee of the vendor.
- 3.1.13 Provide a list of the company's Board of directors and whether the vendor is a subsidiary of another corporation.
- 3.1.14 Complete either the MBE/WBE/Veteran Owned Solicitation and Commitment Form or the MBE/WBE/Veteran Owned Solicitation and Commitment Form-Waiver Request, copies of which are provided.
- 3.1.15 Appendices

4. EVALUATION CRITERIA

The City will evaluate proposals based in part on the following criteria:

- Completeness and clarity of proposal
- Compliance with the requirements of the request for proposal
- Demonstrated performance of an operationally tested system

- Experience and reputation with automated red light enforcement systems
- Financial strength
- Technical strength of firm and personnel
- Demonstrated capacity to complete the project
- MBE/WBE and Veterans participation
- Pricing and best overall value

The City will select the proposal that best meets its needs. The proposal with the lowest fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. No selection is final and no contract will be formed until the selection is approved by City Council.

The City reserves the right to reject any or all proposals, to waive any procedural informalities, to cancel this RFP (with or without the substitution of another RFP), or reissue the RFP at any time prior to the execution of a final contract if, in the City's opinion, it is in the best interest of the City for any reason whatsoever. The City also reserves the right to supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more Respondent.

The City reserves and may exercise the following rights and options with respect to this selection process:

- (1) To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.
- (2) To reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditional in any way, or deviates from the mandated requirements of the RFP.
- (3) To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.
- (4) To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections to proposals on a fair and consistent basis.
- (5) The City also reserves the right to request that some or all Respondents modify their proposals, submit additional information, or attend interviews at City offices at no cost to the City.

5. INSPECTIONS

All work performed under the contract must be subject to inspection and final approval by the City of Pittsburgh.

6. SHIPPING AND DELIVERY

The vendor must pay and be responsible for all shipping and delivery costs of the specified items required to support the proposal. The vendor will also adhere to the Delivery Schedule.

7. ECONOMY OF PROPOSALS

Proposals should be prepared simply and economically and give a straightforward and concise description of the Respondent’s capabilities to satisfy the requirements of the Scope of Work. Special bindings, colored displays, etc. may be used when they will aid in clarity, but are not otherwise necessary. Emphasis should be placed on the completeness and clarity of content.

Proposal should be no more than twenty (20) pages; single sided, standard, readable, print on standard 8.5x11 papers. Respondents must also submit a three (3) page (maximum) executive summary.

The following items will not count toward the page limitations: cover sheet, cover letter, 3-page executive summary, resumes (resumes must be no more than 1 page per person), and forms provided by the City for completion.

8. PROCUREMENT SCHEDULE

RFP available online	Monday November 10, 2014
Pre-Proposal Meeting	Friday November 21, 2014
RFP Question Deadline	Friday November 21, 2014
Response to Questions	Monday December 1, 2014
Proposal Due	Friday December 12, 2014

9. MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held **on Friday November 21 at 10:00 am in the City County Building, Room 301 - Department of Public Works, Large Conference Room.** Any Respondent interested in submitting a Proposal must attend to be considered

10. REQUESTS FOR INFORMATION

Any requests for clarification or additional information regarding this RFP must be received electronically or hard copy by **3:00 pm, Eastern Daylight Time, Friday, November 21, 2014** and should be sent with a subject line of "ARLE Request for Proposals to:

Amanda.Broadwater@pittsburghpa.gov

Answers to all questions received will be electronically delivered via email to all attendees of the Pre-Proposal meeting.

Any Respondent believing that there is any ambiguity, inconsistency, or error in this RFP must notify the City of Pittsburgh in writing or electronically by Friday November 21, 2014. Failure to notify the City will constitute a waiver of claim of ambiguity, inconsistency, or error.

Only interpretations or corrections to the RFP made in writing by the City's Department of Public Works will be binding. Interpretations or corrections will be posted with the RFP and will also be electronically delivered to all attendees of the Pre-Proposal meeting.

11. PROPOSAL SUBMISSION

Six (6) hard copies and one (1) electronic copy of the proposal must be received no later than **3pm Eastern Daylight Time, Friday December 12, 2014**. The cover letter will be time stamped when received. All submissions should be mailed or hand delivered to:

Amanda Purcell, P.E.
Room 301
3rd Floor, City-County Building
414 Grant Street
Pittsburgh, PA 15219

The City of Pittsburgh is not responsible for late delivery caused by the postal service, private carriers, traffic, weather conditions, or any other reason. All proposals must be received by the City of Pittsburgh sealed. They will remain sealed until 3:00 pm Eastern Daylight Time, Friday December 12, 2014.

An electronic version should be included on a usb flash drive as part of the hard copy submittal.

Any proposals received after the deadline will be rejected.

All materials submitted in response to this RFP will become property of the City of Pittsburgh at the time proposals are opened. Respondents must not retain any rights, including, but not limited to intellectual property rights, to the information and/or ideas contained within or accompanying their Proposals.

The content of all proposals will be maintained as confidential until the Final Respondent selection is publically announced, but may be subject to disclosure pursuant to applicable law thereafter.

Submission of a Response indicates acceptance by the Respondent of the terms and conditions of this RFP unless clearly and specifically noted otherwise in the Response.

12. CONDITIONS

12.1 No Lobbying. Respondents must refrain from contacting any representative of the City to influence or attempt to influence decision making in connection with the evaluation or award of the Automated Red Light Enforcement RFP. Violations of this condition will result in rejection of the respondent's submitted proposal.

12.2 No Collusion or Conflict of Interest. By responding to this RFP, the Respondent must be deemed to have represented and warranted that its submission was not made in connection with any competing Respondent submitting a separate response to this RFP, is in all respects fair, and was without collusion or fraud.

12.3 Fees Disclosure. Pursuant to Section 161.36 of the City of Pittsburgh Code, the Respondent must include a disclosure of any finder's fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements that could present a real or perceived conflict of interest.

12.4 Fair Trade Certification. By responding to this RFP, the Respondent certifies that no attempt has been made, or will be made, by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition.

12.5 Debarment. This RFP is also subject to Section 161.22 of the City of Pittsburgh Code related to debarment from bidding on and participating in City contracts.

12.6 Professional Services Agreement. Respondent must confirm its willingness to enter into a Professional Services agreement with the City and to comply with the terms agreed to by the parties' therein. The City's Professional Services

agreement terms include, but are not limited to, insurance (liability and workers compensation) and indemnification requirements. Respondent acknowledges that the City's final selection of a Respondent, if any, is contingent upon prior authorization by Pittsburgh City Council to enter into a Professional Services agreement for these services after the selection process set forth in Section VIII herein is completed.

12.7 Proposed Term of Agreement. Services performed pursuant to this agreement must commence upon execution of this agreement and continue for a period of FOUR (4) years, unless canceled or terminated within thirty (30) days written notice by either party. This agreement may be extended by written addendum for up to TWO (2) additional ONE (1) year terms after the initial contract period. Vendor is responsible for providing a price quote for the term of the Contract including the two optional one year extensions. The Contract will terminate automatically in the event that any action or inaction of government suspends or terminates the automated red light enforcement system in the City of Pittsburgh.

13. MBE / WBE / VETERAN-OWNED SOLICITATION AND COMMITMENT

The City of Pittsburgh is committed to the ideal of providing all citizens an equal opportunity to participate in City and City Authority Contracting opportunities. It is therefore the City's goal to encourage increased participation of women and minority groups in all City contracts.

The City requires that all bidders demonstrate good faith efforts to obtain the participation of Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises ("WBEs") in work to be performed under City contracts. The levels of MBE and WBE participation will be monitored by the City of Pittsburgh's Equal Opportunity Review Commission ("EORC").

In order to ensure that there are opportunities for historically disadvantaged minority groups and women to participate on Covered Contracts, and consistent with the City's current equal employment opportunity practice and goals, the EORC will review contracts to include an evaluation of a developer/contractor's employment of minority groups and women, encouraging goals of twenty-five (25) percent and ten (10) percent, respectively.

It is also the City's goal to encourage participation by veteran-owned small businesses in all contracts. The City of Pittsburgh must have an annual goal of not less than five (5) percent participation by veteran-owned small businesses in all contracts. The participation goal must apply to the overall dollar amount expended with respect to the contracts.

The City requires that all bidders demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under City contracts. The levels of veteran-owned participation will be monitored by the City of Pittsburgh's Department of Finance.

In order to demonstrate good faith commitment to these goals, all bidders are required to complete and submit with their bids either: the attached MBE / WBE / Veteran Owned Solicitation and Commitment Form (which details the efforts made by the bidder to obtain such participation), or the attached MBE/WBE/Veteran Owned Solicitation and Commitment Form-Waiver Request, which details why no MBE/WBE/Veteran-Owned business participation could be obtained. Failure to submit either of these forms will result in rejection of the bid. Copies of these forms are provided.

For further information, including definitions and additional requirements, please see Chapter 177A (Sections 177A.01 *et. seq.*) of the Pittsburgh City Code and Section 161.40 of the Pittsburgh City Code.

14. RESPONDENT'S RESPONSIBILITY

14.1 All materials and work products prepared, developed or obtained through any Professional Services Agreement or other contract with the City of Pittsburgh must be promptly delivered to and become the property of the City of Pittsburgh and there must be no limitation on the subsequent use of same by the City of Pittsburgh. Failure to comply with this provision must, at the City of Pittsburgh's election, absolve the City of Pittsburgh for payment of any compensation to the Respondent in connection with such agreement or contract.

14.2 The Respondent's work must be subject to monitoring and review by the City of Pittsburgh. Where the Respondent's work is determined to be unsatisfactory, it must be corrected by the Respondent at the direction of the City and at no additional cost to the City.

14.3 The Respondent must adhere to the proposed project timeline by completing and furnishing all work products and/or deliverables within the allotted time frame. Any changes to the schedule proposed by the Respondent must be requested and approved by the City in writing.

14.4 Respondents are responsible for all costs associated with responses to this RFP, including any interviews or meetings, if required. In no event must the City be responsible for any costs related or incidental to the preparation of a response to this RFP.

14.5 It is the responsibility of all interested Respondents to carefully read the entire RFP which contains all provisions applicable to successful completion and submission of a Response.

15. MINOR SCOPE OF WORK CHANGES

Throughout the course of this project, minor changes in the Scope of Work may occur for which documentation is required. The selected Respondent is required to submit to the City of Pittsburgh for approval a procedure that will track any such minor changes to the Scope of Work. The procedure, at a minimum, must show the nature of the minor change, estimated person-hours with costs, any proposed trade-offs for the person-hours, and a place for City of Pittsburgh approval and sign-off by an authorized City representative.

It is not the intent of the City of Pittsburgh to supplement the Respondent's contract for minor deviations in scope changes. Major changes in the scope of work will require a supplemental agreement to the Professional Services Agreement.

The City of Pittsburgh reserves the right to decide when a supplemental agreement for the contract will be necessary, according to applicable law and procedures.