

WHEREAS, the Safe and Healthy Streets Commission adopted a resolution dated October 16, 2024, expressing support for the use of photo speed enforcement cameras to enforce speed limits at high-risk intersection segments within the City of Richmond; and

WHEREAS, section 46.2-882.1 of the Code of Virginia (1950), as amended, authorizes local law enforcement to use photo speed monitoring devices in any “high-risk intersection segment,” which means “any highway or portion thereof located not more than 1,000 feet from the limits of the property of a school that is part of or adjacent to an intersection containing a marked crosswalk that is identified in the manner provided in this section as one in which a traffic fatality has occurred since January 1, 2014;” and

~~[WHEREAS, the property limits of Open High School, located at 600 South Pine Street, are less than 1,000 feet from the intersection of South Belvidere Street and Holly Street; and~~

~~WHEREAS, the 600 and 700 blocks of South Belvidere Street have six travel lanes and are adjacent to the intersection of South Belvidere Street and Holly Street which contains a marked crosswalk; and~~

~~WHEREAS, on September 18, 2021, a pedestrian was hit and killed crossing the southbound lanes of South Belvidere Street at its intersection with Holly Street; and]~~

WHEREAS, on December 9, 2024, Councilmember Stephanie Lynch introduced Ordinance No. 2024-317 amending City Code section 27-132, concerning the use of photo speed monitoring devices in highway work zones and school crossing zones and penalties to allow the City to install safety cameras, also known as “photo speed monitoring devices,” in eligible high-risk intersection segments pursuant to the authority set forth in section 46.2-882.1 of the Code of Virginia (1950); and

WHEREAS, the City currently deploys up to 26 photo speed monitoring devices throughout the city of Richmond pursuant to City Code section 27-132 and section 46.2-882.1 of the Code of Virginia (1950); and

~~[WHEREAS, the Council believes that it is in the best interests of the residents of the city of Richmond that the Council support the study and installation of safety cameras in high risk intersection segments, including the 600 and 700 blocks of South Belvidere Street and certain other locations, pursuant to section 46.2-882.1 of the Code of Virginia (1950), as amended; and]~~

WHEREAS, the Council believes that it is in the best interests of the residents of the city of Richmond that the Council request that the Chief Administrative Officer consider identifying additional locations for the installation of photo speed monitoring devices and increasing the number of photo speed monitoring devices deployed by the City;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

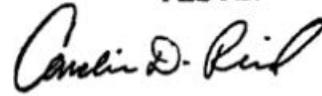
That the Council hereby supports the study and installation of photo speed monitoring devices in ~~[the 600 and 700 blocks of South Belvidere Street as a high risk intersection segment and in other]~~ “high-risk intersection segments,” as established by section 46.2-882.1 of the Code of Virginia (1950), as amended, located throughout the city of Richmond.

BE IT FURTHER RESOLVED:

That the Council hereby requests that the Chief Administrative Officer ~~[consider identifying]~~ provide a written report to the Council that identifies additional locations for the installation of photo speed monitoring devices ~~[and];~~ considers increasing the number of photo speed monitoring devices deployed by the City; identifies the cost of installation and maintenance

of additional photo speed monitoring devices; and identifies and explains how the “Safety Camera Program” is administered pursuant to state law by no later than December 1, 2025

A TRUE COPY:
TESTE:

A handwritten signature in black ink, appearing to read "Amelia D. Reed". The signature is written in a cursive style with a large initial 'A'.

City Clerk



Richmond City Council

The Voice of the People

Richmond, Virginia

Office of the Council Chief of Staff

Ordinance/Resolution Request

TO Laura Drewry, City Attorney

FROM Will Perkins, Senior Legislative Services Manager
Office of the Council Chief of Staff

COPY Stephanie Lynch, 5th District Councilmember
Amy Robins, 5th District Liaison
Tabrica Rentz, Deputy City Attorney

DATE November 8, 2024

PAGE/s 1 of 1

TITLE Resolution Supporting the Study and Installation of Safety Cameras in High-Risk Intersection Segments

This is a request for the drafting of an **Ordinance** **Resolution**

REQUESTING COUNCILMEMBER/PATRON

Stephanie Lynch

SUGGESTED STANDING COMMITTEE

Land Use, Housing & Transportation

ORDINANCE/RESOLUTION SUMMARY

Patron requests that a resolution be drafted supporting the study and potential installation of safety cameras (aka "photo speed monitoring devices") in the 600 and 700 blocks of South Belvidere Street near its intersection with Holly Street and other locations.

BACKGROUND

Virginia Code § 46.2-882.1 allows local law-enforcement agencies to place and operate photo speed monitoring devices at "high-risk intersection segments" that fit specific criteria:

- Must be a highway not more than 1,000 feet of the limits of the property of a school;
- Must be part of or adjacent to an intersection containing a marked crosswalk;
- Must be the site of a traffic fatality since January 1, 2014; and

The 600 and 700 blocks of South Belvidere Street, adjacent to its intersection with Holly Street, may fit the criteria above, and therefore, Richmond Department of Public Works (DPW) should evaluate the placement of safety cameras at this location.

Other locations may also be eligible for safety camera deployment as "high-risk intersection segments" and the City of Richmond should identify and study safety camera installations.

According to Contract #24000002708 (signed 9/13/2023) with Conduent State & Local Solutions, Inc., the City will select camera locations (each a "Designated Location") based on a written list of 50 potential enforcement locations provided by the Contractor. The City

will evaluate the Contractor's list of proposed locations and may reject any of the proposed locations, at which point the Contractor shall propose a new location in place of each rejected location (Contract Section 2.1).

The Best and Final Offer (BAFO) included in the contract documents identifies the price rate per camera as \$3,629 per month. No portion of the Contractor's fee shall be based upon the percentage of money collected or number of violations issued (Contract PDF page 41).

Virginia Code § 46.2-882.1 (C) requires that all revenue collected from citations issued from this type of safety camera go to the Commonwealth: "All civil penalties collected under this section resulting from a summons issued based on evidence obtained from a photo speed monitoring device placed and operated at a high-risk intersection segment shall be paid to the Commonwealth Transportation Board to be used for the Virginia Highway Safety Improvement Program established pursuant to § 33.2-373."

FISCAL IMPACT STATEMENT

Fiscal Impact	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
Budget Amendment Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Estimated Cost or Revenue Impact		
<p>This is a resolution, so expresses the will of the Council without a legal mandate for its enactment. That said, the Best and Final Offer (BAFO) included in the contract documents identifies the price rate per camera as \$3,629 per month that is "inclusive of all services requested in the RFP and there are no additional fees tied to volume of violations processed, issued, or paid." Revenue collected will go to the Virginia Highway Safety Improvement Program.</p>		

Attachment/s **Yes** **No**

Contract #24000002708 (signed 9/13/2023)



Contract # 24000002708

**CITY OF RICHMOND
GOODS AND SERVICES CONTRACT**

This Contract, dated this 17th day of September, 2023 (the "Commencement Date") between the City of Richmond, Virginia (the "City") and Conduent State & Local Solutions, Inc. (the "Contractor"), is binding among and between these parties as of the date of the City's final signature.

WHEREAS, a Request for Proposals for Red Light Photo Enforcement Program was published on January 26, 2023, and numbered 230008175;

WHEREAS, the City erroneously used the same number 230008175 to identify the Request for Proposals for Photo Speed Enforcement Equipment and Service published on May 23, 2023 (the "City Photo Speed RFP");

WHEREAS, the references to "Request for Proposals No. 230008175" used in this Contract herein refer to the City Photo Speed RFP;

WHEREAS, the City erroneously referred to the City Photo Speed RFP as "Request for Proposals No. 230011734" on the eVA listing, which was an incorrect listing number;

WHEREAS, the incorrect listing number on the eVA listing resulted in the Contractor erroneously referencing the City Photo Speed RFP as "Request for Proposals No. 230011734" in its proposal dated June 27, 2023, and its best and final offer letter dated September 1, 2023;

WHEREAS, the references to "Request for Proposals No. 230011734" in the Contractor's proposal dated June 27, 2023, and best and final offer letter dated September 1, 2023 are intended to refer to the City Photo Speed RFP;

WHEREAS, the City has awarded the Contractor this Contract pursuant to the City Photo Speed RFP, as modified by Addendum 1 dated May 15, 2023, Addendum 2 dated May 30, 2023, and Addendum 3 June 12, 2023, (the "Request for Proposals"), for Photo Speed Enforcement Equipment and Service.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.
2. **Contract Amount.** The maximum authorized contract amount for this Contract is Five Million 00/100 U. S. dollars (\$5,000,000.00). The aggregate of all payments by the City under this Contract shall not exceed this amount. The aggregate of all payments by the City under this Contract shall not exceed this amount. The maximum authorized contract amount may be amended through a City Contract Modification signed by the authorized representatives of the Contractor and the City in accordance with the City's Purchasing Policies and Procedures. All payments shall be as provided in the Contract Documents.
3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:
 - A. This Goods and Services Contract between the City and the Contractor.



Contract # 24000002708

- B. The Negotiated Modifications to Contract Documents for Contract No. 24000002708, attached hereto as Attachment A.
- C. The General Terms and Conditions attached to the Request for Proposals.
- D. The Statement of Needs attached to the Request for Proposals.
- E. The Contractor's best and final offer letter dated September 1, 2023
- F. The Contractor's proposal dated June 27, 2023.
- G. The Instructions to Offerors attached to the Request for Proposals.

All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract

For the CONTRACTOR:

By: [Signature] 9/8/23
(Signature in ink) Date

[Signature]
(Typed name)

VP Services
(Typed title)



For the CITY:

By: [Signature] 9/17/23
(Signature in ink) Date

Rene M. Alvarez
 Director of Procurement Services

IF A CORPORATION, AFFIX CORPORATE SEAL



**ATTACHMENT A:
NEGOTIATED MODIFICATIONS TO CONTRACT DOCUMENTS FOR
CONTRACT NO. 24000002708**

These Negotiated Modifications are hereby incorporated into Contract No. 24000002708 (the "Contract") for Photo Speed Enforcement Equipment and Service as of the date of the City's final signature.

WHEREAS, the City and the Contractor desire to agree in writing to modify the final terms and conditions of Contract No. 24000002708.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the Commencement Date of the Contract:

1. Part I ("Statement of Needs"), Section 2.11 ("Deployment"), of the City Photo Speed RFP is hereby modified to read in its entirety as follows:

2.11 Deployment. The Contractor shall complete a deployment of movable cameras in accordance with the following schedule:

- a. Four movable cameras deployed within 15 days of the Commencement Date of the Contract.
- b. A total of 13 movable cameras deployed within 30 days of the Commencement Date of the Contract.
- c. A total of 26 movable cameras deployed within 60 days of the Commencement Date of the Contract.

2. Part I ("Statement of Needs"), Section 2.14 ("Invoicing and Payment") of the City Photo Speed RFP is hereby modified to read in its entirety as follows:

1. The Contractor will be paid on a fixed price per operational camera per month basis and the Contractor will submit monthly invoices which shall meet the requirements of the Contract.

Billing for services shall commence upon the Implementation Date of a Photo Speed Monitoring System at a Designated Location.

2. The Contractor is advised that no portion of the Contractor's fee shall be based upon the percentage of money collected or number of violations issued. The Contractor shall be responsible for all "ongoing" costs of the Photo Speed Monitoring System. The City will not pay any up front or capital costs for the installation of the Photo Speed Monitoring System.



3. The Contractor shall guarantee the City that the Photo Speed Monitoring System implemented by the City and the Contractor pursuant to this Contract will be cost neutral or better during the term of the Contract. In the event that the total fixed monthly fees to be billed by the Contractor in a given month exceed the current monthly gross of fines collected in the same given month, the City will pay 100% of the amount collected in fines. The remaining unpaid portion of Contractor's total monthly fee will rollover and be added to the following month's total. No less frequently than quarterly, the Contractor shall provide the City with a report showing the current unpaid rollover fees.
 4. The Contractor is appointed as agent with limited authority solely for the purpose of collecting credit card merchant fees from violators under this Contract on behalf of the City in accordance with Richmond City Code § 12-22. All such fees collected by the Contractor on behalf of the City must be remitted to the City. Upon the receipt of a proper invoice from the Contractor, the City shall pay to Contractor the amount of the credit card merchant fees collected under Richmond City Code § 12-22 and remitted to the City.
3. Part I ("Statement of Needs") of the City Photo Speed RFP is hereby modified to include the new Section 2.15 ("Temporary Workspace") appearing after Section 2.14 ("Invoicing and Payment") and reading in its entirety as follows:

2.15 Temporary Workspace. The City has identified a temporary workspace that can be made available to the Contractor for the Contractor's use for a limited time period, provided the parties must first take all necessary steps to formalize that arrangement through a separate agreement as required by law. The City shall have no liability, under the Contract or otherwise, if the parties fail to reach an agreement for the temporary workspace. At the end of the first twenty-four months of the Contract term or upon termination of the Contract within the first twenty-four months of the Contract term, any unpaid rollover amounts owed to the Contractor under section 2.14(3) of this Statement of Needs shall be borne by the Contractor in recognition of the Contractor's use of the temporary workspace provided by the City. However, if the parties fail to reach a finalized agreement for the temporary workspace, at the end of the Contract term or upon termination of the Contract, any unpaid rollover amounts owed to the Contractor under section 2.14(3) of this Statement of Needs shall be divided as follows: 25% paid by the City (upon receipt of an invoice) and 75% borne by the Contractor.

4. Part III ("General Terms and Conditions"), Section 4.1 ("Indemnification"), of the City Photo Speed RFP is hereby modified to read in its entirety as follows:

4.1 Indemnification. The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or wrongful acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any negligent or wrongful act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City, and its agents, volunteers, servants, employees, and officers from and against



any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which any of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

5. Part III ("General Terms and Conditions"), Section 4.0 ("Indemnification and Insurance"), of the City Photo Speed RFP is hereby modified to include the new Section 4.3 ("Limitation of Liability") appearing after Section 4.2 ("Insurance") and reading in its entirety as follows:

4.3 Limitation of Liability. Neither party shall be liable for indirect, exemplary, special, or punitive damages, regardless of the form of action, whether in contract or otherwise, and even if it has been advised of the possibility of such damages. Notwithstanding any other term, except for causes of action relating to bodily injury, confidentiality, data, privacy, security, and intellectual property infringement, neither party's aggregate liability for any and all claims brought under this Contract, shall exceed the greater of (i) the aggregate consideration paid by the City to the Contractor under this Contract, or (ii) \$2 million; provided, however, that this clause shall not limit Contractor's indemnification obligations hereunder.

6. Part III ("General Terms and Conditions"), Section 4.2.3 ("Contracts and Policies"), of the City Photo Speed RFP is hereby modified to read in its entirety as follows:

4.2.3.3 Contracts and Policies. If requested at any time by the City's Director of Procurement Services, the Contractor will make the requested policies available for review by the City, either in person or by video as determined by the City, no later than 24 hours after the City submits such request.

7. Part III ("General Terms and Conditions"), Section 4.2.4 ("Schedule of Coverage"), of the City Photo Speed RFP is hereby modified to read in its entirety as follows:

4.2.4 Schedule of Coverage. The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim.



Contract # 24000002708

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

PART III
GENERAL TERMS AND CONDITIONS

1.0 **Duration of Contract.**

1.1 **Commencement and Expiration.** This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire 5 years later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 **Extension of Contract.** The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to section 1.3 (“Renewal”). This provision in no way affects or alters the ability of the City to renew the Contract consistent with section 1.3 (“Renewal”). If it is then decided to renew the Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 **Renewal.** The City may, at its sole option, renew this Contract for up to 1 five-year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least 60 calendar days before the expiration of the preceding term.

2.0 **Contractor Responsibilities.**

2.1 **Independent Contractor.** The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 **Advertising.** The Contractor shall not use any indication of its services to the City for commercial or advertising purposes. However, the Contractor may list the City as a reference account for prospective customers.

2.3 **Anti-Kickback Provision.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for use by the City or used by the Contractor to provide

any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

2.6 **Contractor Misrepresentation.**

2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.6.2 **MBE/ESB Participation.** By issuing the Request for Proposals, the City intends that MBE / ESB participation proposed as part of any proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely representing proposed MBE/ESB participation, or failing to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

2.7 **Drug-Free Workplace.**

2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

- “a. It shall be an unlawful employment practice for an employer:
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

- (a) During the performance of this Contract, the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The Contractor shall not replace a person indicated in the Contractor's proposal as being assigned to perform services under this Contract for the City except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the contract administrator of the City with a résumé of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The contract administrator of the City will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 **Payment.**

3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.

- 3.2 **Schedule.** The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.
- 3.3 **Terms.** The City shall pay the Contractor as follows: Net 45 days.
- 3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.
- 3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.
- 3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.
- 3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.
- 3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@richmondgov.com

or

City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

- 3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such minority subcontractor or vendor performed on the MBE-3 form available on the City’s website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City’s Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.
- 3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the option of the City, of any or all amounts due under this Contract through the Automated Clearing House network.
- 4.0 **Indemnification and Insurance.**
- 4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys’ fees, which any of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor’s sole expense any and all such claims or legal actions.
- 4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.
- 4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the City shall be responsible therefor.

4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

- (i) Subrogation against the City shall be waived.
- (ii) The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability.
- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

4.2.3.1 **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement listing the City, and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 ("Insurance"). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City, and its officers, employees, agents and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. All certificates of insurance shall show the Contract Number assigned to this Contract by the City.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 ("Insurance") unless requested at any time by the City's Director of Procurement Services.

4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence.

5.0 **Assignment, Delegation and Subcontracting.**

5.1 **By City.** The City may assign their rights or delegate their duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.

5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.

6.0 **Remedies and Termination.**

6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 **Termination with Cause.**

6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of the City to so terminate. Such notice shall be delivered at

least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the Contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.3 **Termination without Cause.**

6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice must be delivered at least 90 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 **Effect.** Upon such termination, the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

6.4 **Termination by Contractor.**

6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

- 6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.
- 6.5 **Waiver.** The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.
- 7.0 **Dispute Resolution.**
- 7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.
- 7.3 **Contractual Claims.**
- 7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the City's Director of Procurement Services no later than 60 calendar days after final payment. (*See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).*)
- 7.3.2 **Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The City's Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

- 7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 (“Contractual Claims”) and in City Code § 21-167 shall govern the consideration of contractual claims. The City’s Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See* City Code § 21-167(b); *see also* Va. Code § 2.2-4363(B).)
- 7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the City’s Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the City’s Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See* City Code § 21-167(c); *see also* Va. Code § 2.2-4363(D).)
- 7.3.5 **Finality of Decision.** The decision of the City’s Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-167. (*See* City Code § 21-167(d); *see also* Va. Code § 2.2-4363(E).)
- 7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See* City Code § 21-167(e).)
- 7.4 **Alternative Dispute Resolution.** The City’s Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See* City Code § 21-170; *see also* Va. Code § 2.2-4366.)
- 7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**

- 8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a location in the metropolitan Richmond area.
- 8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
- 8.3 **Force Majeure.** If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the City and the Contractor in accordance with the City's Purchasing Policies and Procedures.
- 8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by any party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to the City shall clearly indicate the Contract Number assigned to this Contract by the City and shall be directed to:

Director of Procurement Services
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

END OF GENERAL TERMS AND CONDITIONS

PART I - STATEMENT OF NEEDS

1.0 Introduction.

1.1 Purpose.

The City of Richmond is soliciting proposals to establish a contract through competitive negotiation for the provision of all necessary equipment, materials and support to establish an effective Photo Speed Enforcement program within the City limits in compliance with the requirements of Virginia Code section 46.2-882.1 and other applicable laws and regulations.

1.2 Background.

The Richmond Police Department, in accordance with Virginia Code section 46.2-882.1, is legally authorized to contract with a private vendor in order to provide a photo speed monitoring device and all related support services, including consulting, operations, and administration. Va. Code section 46.2-882.1 specifically restricts the deployment of photo speed enforcement cameras to school crossing zones and highway work zones. As allowed by Va. Code section 46.2-882.1, the City plans to operate the photo speed monitoring devices within school crossing zones, with a planned deployment of up to 26 camera units. The City seeks a contractor that is familiar with and complies with all applicable requirements outlined in the Virginia Code relative to photo speed monitoring devices. Because the City's photo speed monitoring program is tightly regulated by state law, it is of critical importance that the Contractor comply fully with all state and local laws as required by section 2.5 ("Compliance with Laws") of Part III ("General Terms and Conditions") of this Request for Proposals.

The Contractor shall be responsible to provide all labor, materials and services requested in conjunction with furnishing, deploying, and maintaining automated speed enforcement equipment, and any associated interfaces with the City. The Contractor will be required to provide state of the art technology and top-quality service to the City of Richmond. All costs associated with providing an effective and comprehensive program for the City of Richmond are the responsibility of the Contractor. The Contractor will ensure that the program will be cost neutral or revenue generating. Major components of the program to be provided by the Contractor shall include but are not limited to system design, equipment, deployment, operation, maintenance, enforcement management, customer service, public information/education.

1.3 Pre-Proposal Meeting.

There will be a pre-proposal meeting for this Request for Proposals at 10:00 A.M. on Thursday May 11, 2023.

Teams Call in No.: 804-316-9457
Phone Conference ID: 253 743 153#

1.4 Definitions

The following words and phrases, when used in this Request for Proposals, have the meanings ascribed to them in this section, except where the context clearly indicates that another meaning is intended:

1. **Business Rules.** “Business Rules” means the administrative parameters for evaluating recorded images captured by each Photo Monitoring System and which will be established by the parties pursuant to the procedures set forth in Section 2.0(3) herein.
2. **City.** “City” means the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia, acting through its duly authorized representatives.
3. **Contract.** “Contract” means the Goods and Services Contract, a sample of which is attached to this Request for Proposals, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.
4. **Contractor: “Contractor” means** the offeror to whom the City awards the Contract.
5. **Designated Location.** “Designated Location” means any location monitored by a Photo Speed Monitoring System designated pursuant to section 2.1 (“Selection of Enforcement Locations”) herein.
6. **Implementation Date.** “Implementation Date” means the date a Photo Monitoring System begins at a Designated Location, which is the date of the Program Manager’s written approval provided through electronic mail message to the Contractor’s assigned representative.
7. **Offeror: “Offeror” means** any person or legal entity that may choose to submit a proposal in response on this solicitation.
8. **Photo Speed Monitoring System.** “Photo Speed Monitoring System” means the Contractor’s photo speed monitoring system, including all necessary software and hardware, that records, photographs, microphotographs, video, and recorded images of any vehicle that is operated in violation of Virginia Code sections 46.2-873 and 46.2-878.1 within a Designated Location.
9. **Program Manager.** “Program Manager” means the City employee identified by the City in writing as the Program Manager.
10. **Reviewing Officer.** “Reviewing Officer” means a sworn police officer employed by the City and identified by the Program Manager to review each citation

provided by the Contractor to the Reviewing Officer.

2.0 Requirements and Deliverables

1. The Contractor shall provide a LIDAR based Photo Speed Monitoring–System meeting the requirements of Va. Code section 46.2-882.1. The Photo Speed Monitoring System must be capable of measuring speed over four lanes of same direction travel and must be a LIDAR based system that captures high resolution / definition photographs to be used in an evidentiary capacity, to meet or exceed the specific image requirements as defined in Section 2.4(1) herein.
2. The Contractor represents and warrants that all performance by the Contractor pursuant to this Contract will comply with the requirements set forth in the Virginia Code and other applicable laws, rules, and regulations. The Contractor agrees to only act as authorized by law when performing under this Contract.
3. Business Rules
 - A. After the Commencement Date of the Contract, the Program Manager will provide the Contractor with a draft list of the City’s Business Rules for the use of each Photo Speed Monitoring System. Within five business days of the Contractor’s receipt of the draft list from the City, the Contractor shall provide the City with the Contractor’s recommendations for revisions or additions to the draft list of Business Rules.
 - B. The Program Manager will provide comments to the Contractor regarding the draft list Business Rules within 15 business days of receipt of the Contractor’s recommendations. The Contractor shall make all required changes to the Business Rules requested by the Program Manager until the Business Rules are approved by the Program Manager.
 - C. At any time during the term of the Contract, the Program Manager may provide the Contractor with new additions or revisions to the Business Rules, and the Contractor shall revise the Business Rules until approved by the Program Manager.
4. The Contractor will assist the City in determining the optimal placement of the Photo Speed Monitoring System as allowed by Va. Code section 46.2-882.1. This will be based on several factors, to include but not limited to traffic volume and location. Information that will be considered by the City and the Contractor will include, but not be limited to, VDOT guidelines and other related data. Location selections should address roadway configuration, cross traffic concerns, and volume of students. In all instances, site analysis will be provided by the Contractor at no cost to the City of Richmond.

2.1 Selection of Designated Locations.

1. Within 30 calendar days of the Commencement Date of the Contract, the Contractor shall provide the Program Manager with a written list of 50 potential enforcement locations within the city of Richmond for speed violation photo-monitoring. For each of the

proposed locations, the Contractor shall provide an explanation for its selection addressing the following factors: the accident rate for the location, the rate of speeding violations occurring at the location (number of violations per number of vehicles), the difficulty experienced by law-enforcement officers in patrol cars or on foot in apprehending violators, the ability of law-enforcement officers to apprehend violators safely within a reasonable distance from the violations, and the risk to pedestrians.

2. The City will evaluate the Contractor's list of proposed locations, and the Program Manager will notify the Contractor of any locations that the City selects for further analysis. The Program Manager will notify the Contractor if the City rejects any of the proposed locations, and the Contractor shall propose a new location in place of each rejected location in accordance with the requirements of Section 2.1(A) herein.
3. For each location identified by the Program Manager as a location selected for further analysis, the Contractor shall perform further assessments and analysis as requested by the City. The City will, based on the results of further analysis, select the locations, each a Designated Location, in which a Photo Speed Monitoring System must be implemented by the Contractor pursuant to Section 2.3 ("Deployment Plan of Photo Speed Monitoring System Equipment") herein.

2.2 Equipment Requirements.

1. The Contractor shall provide a Photo Speed Monitoring System that is both stationary while deployed as well as able to be relocated and redeployed at the discretion (and under direction) of the City. Relocation of equipment upon direction by the Program Manager will be at the expense of the Contractor and must occur within 3 business days of the request being made by the Program Manager. All equipment will remain property of the Contractor, and the Contractor releases the City from any and all liability for damages, including damages caused by normal wear and tear, vandalism, accidents, malfunction of City-owned equipment, and severe weather. The risk of loss for all of the Contractor's equipment remains solely with the Contractor.
 - A. The Contractor shall provide all equipment for the Photo Speed Monitoring System to include, but not be limited to, software, hardware, camera, computer interfaces, communication linkages, and any necessary appurtenances to support a fully functional Photo Speed Monitoring System. In addition, the Contractor shall provide, for the City's use, two (2) computer workstations consisting of one (1) desk top and one (1) laptop. The workstations shall be networked to the Photo Speed Monitoring System database and shall provide for on-line monitoring of the Photo Speed Monitoring System by City personnel. The location of the workstations shall be as designated by the City.
 - B. Each Photo Monitoring System must be compatible with all City of Richmond traffic regulation equipment, including:
 1. Standard laptop, Microsoft Windows 10 Operating System;

2. Standard desktop computer, Microsoft Windows 10 Operating System;
 3. IOS, Android, and Windows for Mobile standard tablet devices with WiFi or 3G or above cellular coverage;
 4. IOS, Android, and Windows for Mobile standard smart phones with WiFi or 3G or above cellular coverage;
 5. Internet Explorer web browser;
 6. Google Chrome web browser; and
 7. Firefox web browser
- C. The Contractor's Photo Speed Monitoring System shall be state-of-the-art and able to automatically detect a vehicle that is violating the posted speed limit in the Designated Location.
- D. The Contractor shall provide a Photo Speed Monitoring System with the following features, at minimum:
1. The camera shall use a digital media. Film based will not be accepted. The Photo Speed Monitoring System should use a combination of high resolution still images with an output in excess of 3,000 x 2,000 pixels per frame/image and full motion digital video technologies.
 2. The Photo Speed Monitoring System must imprint violation information on the image at the point-of-capture. Information must include, but not limited to, location, date, vehicle speed, duration red phase (in 1/10ths time format), duration of the amber phase (in 1/100ths time format) and elapse time between images.
 3. At a minimum, the Photo Speed Monitoring System shall be capable of photographing the rear of the vehicles whose drivers commit speed violations. The camera shall have the capability to obtain a clear image of the rear of vehicles to clearly identify the license plate regardless of time of day, light conditions or weather conditions. Furthermore, a license plate image shall be provided by the Photo Speed Monitoring System that is clear and legible. The license plate image used to obtain the registered owner's name and address must be identified from one of the photos/videos depicting the actual violation. The Photo Speed Monitoring System must clearly photograph/video the violations displaying the violation speed and speed limit. The Contractor shall capture at least three photographs of each violating vehicle. Multiple photographs are required to eliminate the possibility of misidentification of the violating vehicle. The images captured should be of the violating vehicles license plate upon approach of the photo speed enforcement system as the violation occurs or of the vehicles license plate directly after the violation occurs.
 4. The Photo Speed Monitoring System shall generate secured violation evidence that can be communicated to and processed using the Contractor's supplied or operated photo enforcement processing systems.

5. The Photo Speed Monitoring System shall be fully suitable and functional for unattended use under all weather and ambient light conditions.
 6. All Photo Speed Monitoring System component operations should be synchronized to a single, standard, independent, external and verifiable time and date source.
 7. The Photo Speed Monitoring System shall be capable of being flexibly configured to address the specific number of lanes to be enforced at each direction of travel at the site.
 8. The Photo Speed Monitoring System shall be capable of capturing multiple, license plate images displaying the characters and numbers on reflective and non-reflective license plates.
 9. The Photo Speed Monitoring System shall be capable of identifying vehicles traveling through a School/Work Zone 10 MPH or more above the posted or active speed limit and recording a series of violation images that track the whole violation event.
 10. The Photo Speed Monitoring System shall provide 24/7 “live” stream monitoring and viewing capabilities.
 11. Ability for the City to review stored video and photo footage of violations for a minimum of 45 days from recording date.
- E. The Photo Speed Monitoring System shall have sufficient data processing capability and associated equipment to record and document speed enforcement data for record keeping and court adjudication. Additionally, it shall be capable of collecting detailed computer data for statistical analysis and the ability to produce histograms and other graphical depictions for submission in court proceedings and analysis.
 - F. All equipment shall remain the property of the Contractor during the term of the Contract. The Contractor shall be responsible for the removal of all equipment, less loop detectors, and restoration of all sites to their original condition at the expiration or termination of the Contract or otherwise at the direction of the City.

2.3 Deployment Plan of Photo Speed Monitoring System Equipment

1. For each Designated Location selected, the Contractor shall prepare and submit to the City a deployment plan associated with the Designated Location. The plan shall outline the placement of all equipment and shall be submitted in writing and for evaluation by the City prior to deployment at that Designated Location. The deployment plan should be constructed to provide for minimal disruption of roadway surfaces and shall conform to all city, state and federal guidelines. The Contractor shall be

responsible for submitting any plans as prescribed by the City Code and obtaining all necessary permits and approvals required for deployment of the equipment.

2. All damage to City property caused by the Contractor during deployment, operation, maintenance, or removal of the Photo Speed Monitoring System, shall be repaired in a timely manner at the Contractor's sole expense.
3. The initial equipment configuration for the Photo Speed Monitoring System shall be based on the deployment and operation of up to 26 mobile cameras. If, upon site analysis and speed violation data, cameras are deemed to be unnecessary, the City reserves the right to add or remove cameras in the City's discretion. The Contractor shall provide any equipment, technology or support needed for the successful operation of a Photo Speed Monitoring System including but not exclusive to all computer interfaces and any ancillary equipment necessary to make the equipment operational. The Photo Speed Monitoring System must be internet based, the power source must be solar or battery powered with all responsibility for power source upkeep residing solely with the Contractor. Each Photo Monitoring System must be powered 24 hours per day, 7 days per week.

2.4 Image Quality / Communication interface and Linkages

- 1 Images captured by the Photo Speed Monitoring System must be clear and suitable for identification and submission purposes as evidence in court.
- 2 Each recorded image produced by the Photo Monitoring System must include an imprint of the date and time stamp and sequence number along one edge of the image that does not obstruct the center of the image.

Each recorded image produced by the Photo Monitoring System must show all of the following:

- a) The scene location where violation occurred.
 - b) The motor vehicle during violation and rear license plate of vehicle.
 - c) The day, month, and year of violation.
 - d) The time of violation in hours, minutes, and seconds.
 - e) The amount of time that has elapsed since the light turned red.
 - f) The frame sequence number.
- 3 The Contractor shall be responsible for the design, deployment, maintenance, and operating costs of all communication linkages necessary to operate the Photo Speed Monitoring System as well as the costs associated with developing and maintaining appropriate communications linkages with the networked workstations provided to City personnel in addition to access from City provided devices.

2.5 Maintenance

The Contractor must bear all responsibility for the maintenance, calibration, and power source replacement for the equipment, and must bear all other equipment-related costs to include repairs or replacement due to damage, vandalism, loss, and theft. The

Contractor shall acknowledge any maintenance or repair request from the City within 24 hours of receipt of that request. The Contractor must repair all equipment suffering damage within 72 hours of receipt of notice from the Program Manager. Furthermore, the Contractor must replace any stolen or inoperable equipment within 72 hours of receipt of notice from the Program Manager. The Contractor shall provide a monthly report to the Program Manager that details all maintenance performed; all system errors identified; and the total non-operational time for each camera deployed in a Designated Location. In addition, the Contractor shall provide a tracking system for monitoring and reviewing the status of technical issues identified by City personnel.

2.5.1 Computer Software, Hardware, and Information System Requirements

1. Hardware and software provided by the Contractor shall be compatible with the City's Windows operating system and approved by the City before purchase and installation.
2. The Contractor must provide a Photo Speed Monitoring System that allows City staff to access and review monthly reports and review/update violator account information online through a secure login. Separate reports tracking the following information should be available for the Photo Speed Monitoring System. The Photo Speed Monitoring System shall enable City staff to easily review all relevant account information to include, at a minimum:
 - a. The vehicle registration plate numbers and characters
 - b. The state of issue 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 digitized images demonstrating the violation and tag close-up
 - h. Payment status
 - i. Hearing status
 - j. Correspondence tracking
 - k. Standardized monthly reports
3. The Contractor shall also provide an internet-based portal / dashboard that can be accessed by multiple City users concurrently. This dashboard shall allow remote

access to all systems, modules, information, video, photos, reports, and any other information collected by the Photo Speed Monitoring System. The portal/dashboard must be accessible through an internet browser on computer workstations and smart phones/tablets.

4. City personnel shall have remote access capability through the Contractor's provided workstations or City provided device (smart phone, tablet, or computer). City personnel must have the ability to, at a minimum: (1) download violation images for printing and mailing to citizens; (2) suspend activity on accounts until further research is completed in special circumstances. (3) Access "live" streaming capability. The system portal shall reflect real-time data for violations with instantaneous updates between the City's portal and the Contractor's violation processing system. The portal must allow City users access to data within the portal in less than 30 seconds after entry of correct login credentials.

2.6 Signage

The Contractor shall provide all necessary signage to ensure compliance with applicable laws. The Contractor shall provide all signage in both Spanish and English, and the Contractor shall provide Spanish and English versions of any documents pertaining to the photo speed enforcement program that are to be disseminated to the public.

The Contractor-furnished signposts shall be constructed of galvanized steel and of suitable size (two inch by two inch minimum). Each post must be set at least 2 feet deep into the ground as well as allowing for 7 feet of clearance between the ground and the base of the sign. Each sign must be mounted securely to the galvanized steel post and must be approximately 24 x 36 inches in size, or other size as directed by the City. Each sign must be made of aluminium and the lettering must be approximately 3.5 inches in size unless otherwise approved by the Program Manager. Each sign must be placed in an area not obstructed by trees or shrubbery and may be placed by the Contractor only after the approval of the Program Manager.

2.7 Calibration Requirements

The Contractor shall provide the necessary calibration certificate required by Va. Code section 46.2-882 for all photo speed enforcement cameras provided under the Contract and provide updated calibration documentation and any other assistance as outlined in Virginia Code.

2.8 Reporting and Record Keeping

1. No later than January 1 of each year, the Contractor shall provide the City with data and reporting information to allow the City to meet the reporting requirements set forth in section 46.2-882.1(B)(9) of the Virginia Code.

2. The Contractor shall provide an annual report to the City. The reporting period shall be based on the City's fiscal year beginning July 1 and ending June 30. The report shall include year-to-date statistics, an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented. The annual report shall be required by mid-July of the following year to allow the City to file its own annual report on the results of the program by August 1 of each year.
3. A wide range of monthly reports shall be provided by the Contractor to the Program Manager. At minimum, the following data are required to be reported to the City each month:
 - a. Number of events
 - b. Number of violations recorded
 - c. Number of event 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 amount of fines remitted to City by violators, calculated on a monthly, year-to-date, and program-to-date basis
 - j. Status of citations issued by City (such as outstanding, awaiting hearing, paid, etc.)
 - k. Number of telephone calls, their resolution, wait time, etc.
 - l. Adjudication hearings scheduled and held
 - m. Adjudication appointments scheduled
 - n. Disposition of adjudication hearings
 - o. Equipment hours of service
 - p. Camera maintenance status and downtime with explanation

4. Information and data collected by the Contractor shall be stored in an indexed database to enable tracking of citations and the capability to print statistical reports as needed. The Contractor shall retain (i) inquiries from violators, (ii) maintenance logs and records of all of the City's maintenance requests and inquires referencing malfunctions with equipment, insufficient photos, and (iii) record of any individuals accessing the on-line portal. The Contractor shall comply with Va. Code section 46.2-882.1 regarding retention of data. The Contractor shall provide monthly, quarterly and yearly financial statements to the City. Financial statements should include the total number of citations issued over a specified time period and for which locations, the number of citations paid to the courts during the specified time period, year-to-date overall totals, along with costs for all equipment provided to the City by the Contractor under this Contract. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this agreement in accordance with generally accepted accounting principles.

2.9 Contractor Support / City Oversight

The Contractor shall provide the level of support listed in the below subsections:

1. The Contractor shall provide a direct account representative assigned to assist RPD with any issues involving equipment, deployment, technical, and administrative issues.
2. The Contractor will provide access to the Photo Speed Monitoring System through a virtual dashboard portal accessible through a secure webpage using individualized log-in credentials. This portal must allow for City to access to all data captured by the photo speed cameras, to include all vital statistical data. The Contractor must provide all statistical data required by the Virginia State Police, on the timeline that is outlined in the Virginia Code and all applicable regulations.
3. The Contractor shall provide a representative to attend court proceedings, including necessary testimony as requested. The City will send notification 3 business days prior to any court case in which a representative is needed. The City remains the determining party in all cases requiring in person support from the Contractor.
4. The Contractor shall provide a Photo Speed Monitoring System that enables violators direct online access to review their own specific violation and provide information on how to contest the violation.
5. The Contractor shall provide a toll-free telephone intelligent voice response system for public inquiries.
6. The Contractor shall satisfactorily handle, provide response, and resolve all public inquiries whether written, in person, by e-mail, or by phone about the

Photo Speed Monitoring System, including citations, enforcement, and overall program management. The Contractor shall keep a record of all citizens' complaints, the resolution, and the action taken to re-contact the complainant.

7. The Contractor shall develop and submit for City's approval a Public Awareness Public Relations Plan regarding the Photo Speed Monitoring System. The plan shall include, but not limited to, provision of the following: program brochures, informational videos, updates to the City's website, attendance at public meetings, media representation, and other tasks as requested by the City. After the plan is approved by the City, the Contractor shall be responsible for implementation of the approved plan. All costs associated with implementation of the plan shall be borne by the Contractor.
8. The City of Richmond will provide staff that will monitor the operations of the Contractor and act as the City's representative, liaison, and project manager. The City's Project Manager or his designee must review and approve all citations before final printing and mailing. For purposes of this function, the City Project Manager will designate a sworn officer to serve as the "Reviewing Officer" as defined above.

2.10 Issuance of Summonses.

1. The Contractor shall issue summonses pursuant to Va. Code section 46.2-882.1. Printed summonses issued by the Contractor shall be in compliance with state and local law, including but not limited to section 46.2-882.1 of the Virginia Code, and shall include court-approved language, the date and time of the violation, the location of the intersection, the amount of the penalty imposed. Every such mailing by the Contractor to violators shall include, in addition to the summons, a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in section 46.2-882.1(B)(3) of the Virginia Code and (ii) instructions for filing such affidavit, including the address to which the affidavit is to be sent. All summonses issued by the Contractor pursuant to this Contract shall be on forms approved by the City.
2. The Contractor shall view all recorded event images and enter event data including:

The vehicle registration plate numbers and characters

- a. The state of issue for the vehicle registration plate
- b. The vehicle registration plate type
- c. The date of the violation event
- d. The time of the violation event
- e. The location of the violation event
- f. The photographs associated with the violation event

3. The Contractor shall view each image and make a preliminary decision whether (I) it meets the City's criteria of a speeding violation as defined in Virginia Code section 46.2-882.1, and (ii) to issue a citation or not based on the captured images. The Contractor shall review all recorded images to ensure the recorded images comply with the Business Rules. If the City criteria are not met, the Contractor shall enter the appropriate City defined explanation code. If the photograph does appear suitable for issuance of a citation, the Contractor shall prepare the image for City staff verification. The Reviewing Officer will determine whether the citation meets the criteria to issue a summons and approve or disapprove for issuance.
4. The Contractor shall create an image by cropping, scaling, and adjusting brightness, contrast, and other features in order to maximize the clarity of the registration plate. The Contractor must obtain registered owner information from City personnel. The Contractor shall then enter the registered owner's information into the system with the violation images for billing process. The Contractor shall prepare and print citation notices for all City approved violations as approved by the Reviewing Officer and prepare evidence packages for court. **First notices must be color photos and must be mailed within five (5) days after the alleged violation is approved by the Reviewing Officer.**
5. The Contractor shall send a second follow-up notice to any violator in the event of non-response after a City specified timeframe. The Contractor's proposed violation processing system shall contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow-up notices are not erroneously sent to violators.
6. Second notices must inform the violator that their fine is past due and will include all information included on the first notice including all photographs. Second notices may be black and white photos.
7. **If on the 15th business day after the Contractor mails the second notice to the violator, the violator has not made payment to the court of the monetary penalty for the violation and the violation has not been dismissed or appealed, the Contractor shall send (i) a communication to the City's collection attorney that includes a copy of the summons and the second notice, and (ii) a copy of the communication to the City's collections attorney to the Program Manager. The Program Manager shall provide contact information for the City's collection attorney and update that information promptly when and if it changes. The Contractor shall not collect any payments submitted by violators.**

2.11 Deployment

The Contractor shall complete a deployment of up to 26 movable cameras within 60 days of the Commencement Date of the Contract.

2.12 Implementation of Warning Period

At the direction of the City, the Contractor shall provide a 30-day warning period during which a Photo Speed Monitoring System is deployed and operational in a Designated Location, but the violators will be issued warning notices rather than actual violation summonses. The dates of the warning period will be determined solely by the City. The issuance of warning notices will be at no cost to the City, and the warning notices must be on a form approved by the City. The City will not owe any fees to the Contractor for a Photo Speed Monitoring System during the 30-day warning period for that Designated Location.

2.13 Records Retention

The Contractor agrees to comply with all record retention and destruction requirements set forth in the Virginia Code, including those specific requirements found in section 46.2-882.1 of the Virginia Code.

2.14 Invoicing and Payment.

1. The Contractor will be paid on a fixed price per operational camera per month basis and the Contractor will submit monthly invoices which shall meet the requirements of the Contract.

Billing for services shall commence upon the Implementation Date of a Photo Speed Monitoring System at a Designated Location.

2. The Contractor is advised that no portion of the Contractor's fee shall be based upon the percentage of money collected or number of violations issued. The Contractor shall be responsible for all "ongoing" costs of the Photo Speed Monitoring System. The City will not pay any up front or capital costs for the installation of the Photo Speed Monitoring System.
3. The Contractor shall guarantee the City that the Photo Speed Monitoring System implemented by the City and the Contractor pursuant to this Contract will be cost neutral or better during the term of the Contract. In the event that the total fixed monthly fees to be billed by the Contractor in a given month exceed the current monthly gross of fines collected in the same given month, the City will pay 100% of the amount collected in fines. The remaining unpaid portion of Contractor's total monthly fee will rollover and be added to the following month's total. At the end of the Contract term or upon termination of the Contract, any unpaid rollover amounts owed to the Contractor shall be forfeited by the Contractor and not owed by the City.
4. Monthly rate to provide the services stipulated herein. Monthly rate shall be quoted on a per camera basis. Monthly rate shall be inclusive of all costs associated with the program with the exception of Public Information/Education/Survey component. This component shall be quoted as a separate line item.

5. Throughout the term of the Contract, the Contractor shall provide and install additional Photo Speed Monitoring System cameras to monitor additional intersections or school/work zones at the direction of the City's Project Manager at the same unit price, or less, agreed to within the Contract. The Contractor further agrees to upgrade the equipment for the Photo Speed Monitoring System every 2 years during the term of the Contract if an upgrade is available that would increase the service of the current configuration provided under the Contract.

3.0 Proposal Contents. The proposal must include all of the information set forth in this section and be organized as set forth in this section. In addition to the original, the offeror shall submit (i) two (2) complete, bound paper copies of its proposal and (ii) six (6) electronic copies in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.

3.1 Tab 1 – Signed Forms. This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, and Office of Minority Business Development Forms included with this Request for Proposals.

3.2 Tab 2 –Experience. This tab should describe the Offeror's experience providing the photo speed monitoring system and related services required by this Request for Proposals. Offeror must demonstrate a proven and verifiable record of providing photo speed monitoring programs of a comparable size and scope as to the program described in this Request for Proposals.

3.3 Tab 3 – Executive Summary. This tab should provide a brief summary of the proposal's contents, emphasizing any unique features or strengths of the proposed photo speed monitoring system. The Executive Summary should not exceed three (3) pages in length.

3.4 Tab 4 – Project Approach. This tab should describe in detail the Offeror's proposal for the performance of the requirements of this Statement of Needs including, but not limited to, the following:

A. Describe the process of collecting data and image transfers and explain why that process can be considered a secure chain of evidence.

B. Provide image samples captured by the Offeror's system (video and still photographs taken from video) to demonstrate compliance with section 2.4.2 herein.

C. Provide the Offeror's service procedures and response times for repairs and system errors.

D. Explain the Offeror's methods for calibrating the LIDAR technology of the Photo Monitoring System.

E. Explain how the Offeror will meet the requirements of section 2.1 (1), section 2.2 (1b), section 2.2 (1c) herein.

F. Provide examples of the forms the Offeror has created for other clients similar to those forms required by section 2.6 (1) herein.

G. Describe how the Offeror will comply with section 2.7, section 2.8, section 2.9, and section 2.9.2 herein.

H. Provide a plan outlining the Contractor's ability to meet the requirements outlined in section 2.5.1

I. Provide examples of a public awareness campaign and signage created by the Offeror for other clients similar to the campaign and signage required by section 2.6 herein.

J. Explain the Offeror's approach for meeting the requirements of section 2.9.3 herein.

K. Provide sample reports similar to those required by section 2.8 herein.

L. Provide profiles of the Offeror's implementation of its photo monitoring system in other localities in Virginia, including, but not limited to, the number of citations submitted by the Offeror to the locality per year in the past two years, the percentage of summonses issued by the locality based on the citations submitted by the Offeror during that two-year period, and the percentage of monetary penalties collected during that two-year period. If Offeror has not implemented its system in Virginia, Offeror must provide the information requested for other localities in the United States.

M. The Contractor must explain how they can meet the requirements outlined in section 2.0 (1) and section 2.2 (D 13-16).

N. Explain how the Offeror's Photo Speed Monitoring System detects violations over multiple lanes of travel in at least one direction. Alternatively, a Photo Speed Monitoring System capable of monitoring multiple lanes of travel in two directions of simultaneously will also be considered by the City.

O. Explain any deviation from the preferred image quality requirement in section 2.2(1)(D)(1) herein.

3.5 **Tab 5 – Offeror History.** This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing the services solicited by this Request for Proposals. Explain the size of the firm, including years in business, office location, and legal structure. This section of the proposal must contain the following organizational information and data for the Offeror's organization:

- A. If a corporation:
 - 1. The state of incorporation;
 - 2. The date of incorporation;
 - 3. The principal place of business;
 - 4. The Federal I. D. number;
 - 5. Whether the corporation is a Subchapter S corporation.
 - 6. The name, position, address, and number of years in position of each officer and director; and
 - 7. The names of any affiliates, partner corporations, and subsidiaries.

- B. If a limited liability company:
 - 1. The state in which the limited liability company is organized;
 - 2. The date organized;
 - 3. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and
 - 4. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.

- C. If a partnership:
 - 1. The state in which the partnership was formed;
 - 2. The date formed;
 - 3. The type of partnership; and
 - 4. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.

- D. If a joint venture:
 - 1. Date of formation;
 - 2. Name and address of each joint venture partner;
 - 3. The name and address of the principals of each joint venture partner; and
 - 4. The percentage of interest of each joint venture partner.

- E. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.

- F. This tab should provide the Offeror's total number of employees and the turnover rate for the Offeror's employees for each of the past five years expressed as both a number of employees and a percentage.

- G. This tab should state whether the Offeror has operated under another name within the past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.

- H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.

- I. This tab must include the following statement, signed by the Offeror’s contractually binding authority:

By submitting its proposal, {Insert Legal Name of Offeror} (the “Offeror”) certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City’s announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete, and up to date.

- 3.6 **Tab 6 – Key Personnel.** This tab should include the résumés of the offeror’s key staff members. It should identify the specific employees assigned to provide the services solicited by this request for proposals. For each key person identified by the offeror, this tab should include the following information provided in resume format.

- A. Name and Title
- B. Office Location
- C. Project responsibilities and roles.
- D. Educational Background
- E. Years of relevant experience.

- 3.7 **Tab 7 – Subcontracting.** This tab should identify any of the required services that the offeror intends to subcontract if any, providing the following information:

- A. Name of Subcontractor
- B. Office Location
- C. Proposed Subcontractor Responsibilities.
- D. Subcontractor key personnel, experience, and previous use as sub-contractor.
- E. Reason for subcontracting.

- 3.8 **Tab 8 – References.** This tab should include the names, addresses, and telephone numbers of at least three (3) other government agencies with whom offeror has provided the services solicited by this Request for Proposals. To the extent possible, Offeror is strongly encouraged to include references which are local governments in Virginia. This tab should also include an affirmative statement that the offeror grants its consent for the City to contact the offeror’s references for the purpose of evaluating the offeror and acknowledges that any information obtained from the offeror’s references will not be disclosed to the offeror.

- 3.9 **Tab 9– Litigation or Arbitration.** This tab must describe any arbitration proceedings or litigation in the last five years initiated by or against the Offeror, or any officer,

director, partner, manager, or member thereof related to any contracts for the provision of the services similar to those solicited by this Request for Proposals by providing the following:

- A. Purchaser name, location, and description.
- B. Commencement and end dates of contract.
- C. Services performed.
- D. Nature of dispute.
- E. If a litigation matter, the following:
 - 1. The style of the case (e.g., plaintiff v. defendant) in such a way that the name of the plaintiff and the name of the defendant are stated clearly.
 - 2. The case number and name of the highest court in which the case was heard.
 - 3. The date of the final judgment in the case.
- F. Outcome.

3.10 Tab 10– Price Proposal. This tab should include the Offeror’s price to meet all requirements of this Request for Proposals

Cost Element*	Cost
Price rate per camera/approach of an intersection	\$ -
Monthly fees and costs (include install, permitting, test, on site and remote calibration and maintenance)	\$ -
Upgrade, enhancement or replacement costs	\$ -
General and administrative costs	\$ -
Indirect costs	\$ -
Total	\$ -

*Offeror shall provide description of composition of each priced cost element

Monthly rate shall be quoted on a per camera basis. Monthly rate shall be inclusive of all costs associated with the program with the exception of Public Information/Education/Survey component. This component shall be quoted as a separate line item.

4.0 **Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

Available Points

- A. Experience..... 10 Pts.
- B. Compliance with Requirements 25 Pts.
- C. Cost (allowed by City Code § 21-67(e)) 25 Pts.
- D. Accessibility (required by City Code § 21-69) 10 Pts.
- E. MBE / ESB Commitment 30 Pts.

In accordance with City Code § 21-67(e), this criterion considers the offeror’s “good faith minority business enterprise and emerging small business participation efforts” as defined in City Code § 21-4. Pursuant to City Code § 21-67(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is **0%**. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the General Terms and Conditions for the MBE/ESB provisions.

Total Available Evaluation Points 100 Pts.

END OF STATEMENT OF NEEDS



CITY OF RICHMOND
DEPARTMENT OF
PROCUREMENT SERVICES

May 4, 2023

Mr. Frank Harrison
Vice President
Conduent State & Local Solutions, Inc.
100 Campus Drive, Suite 200E
Florham Park, NJ 07932

RE: Request for Proposal # 230011734 - PHOTO SPEED ENFORCEMENT EQUIPMENT AND SERVICE

Dear: Mr. Frank Harrison

Please provide your Updated Best and Final Offer on or before Close of Business on Friday, September 1, 2023

This request is to acquire an Updated BAFO from Conduent State & Local Solutions, Inc. for the above reference RFP. The offer should integrate the previous responses to the RFP and the negotiations.

Please include in your proposal any additional services that you are able to offer the City of Richmond at no additional compensation to strengthen your proposal, perhaps these include options other customers have received that we did not include in our request, or add-ons that relate to the service.

Thank you, and please contact me if you have questions or concerns.

Erick Ramos, VCO
City of Richmond/Department of Procurement Services
Senior Procurement Analyst
900 East Broad Street, Room 1104
Richmond, VA 23219
Office: (804) 646-5815 | Cell: (804) 346-6257
Email: Erick.Ramos@rva.gov

Conduent State & Local Solutions, Inc.

Best and Final Offer

Table 1. Cost Details

Cost Element*	Cost
Price rate per camera/approach of an intersection	\$3,629
Monthly fees and costs (include install, permitting, test, on site and remote calibration and maintenance)	\$ 0
Upgrade, enhancement or replacement costs	\$ 0
General and administrative costs	\$ 0
Indirect costs	\$ 0
Public Information/Education/Survey	\$ 0
Total	\$3,629

*Offeror shall provide description of composition of each priced cost element

Conduent is pleased to submit our BAFO pricing to the City of Richmond for photo speed enforcement, including all services requested in the RFP.

We have thoroughly considered the City's request to improve the speed of the initial roll out of the program and agree to a stronger Cost Neutrality provision in our pricing. While, at times, our offer may not appear to be the lowest initial up-front cost, our technology, experience, and associated services will more than make up for this, leading to Conduent being the **Best Value** for the City today and in the future.

We are providing the most advanced, accurate technology in the industry that is vastly superior to the competition. In addition, our significantly increased issuance volumes will further lead to improved driver safety and revenue for the City. Other competing systems utilize a lower image quality, and lesser capable single LiDAR, or Radar-based system. Conversely, we use a dual high resolution camera-based scanning LiDAR consisting of 158 independent laser beams that capture virtually every violation even side by side with clear identification of the violator. To further emphasize this point, when a vehicle enters the measurement area, the first of 158 laser beams capture the quick speed of the vehicle. We then continue to track the target vehicle in 3D with the other 157 lasers to calculate an average speed. As a result, our systems will

significantly record more vehicle passes, capture more violations, have a higher accuracy and issuance rate, and produce a much lower adjudication rate than the competition by a wide margin.

In contrast, most if not all our competitors base their systems on a single LiDAR beam, only performing our initial quick check of the speed as described above. No additional data, and nothing even close to the additional 157 lasers we deploy. Any system or solution is only as good as its weakest link. Basing the entire process on this single laser at capture, makes it virtually impossible to match the results we deliver.

For this version of our pricing, Conduent assumes all responsibilities for the services requested on the program without assistance from any outside sources.

Conduent's offer includes up to One (1) year of Data Scientist time to assist the City. Our team of Data Scientists helps curate data for our clients, helping them increase the value of their data, glean insights from every aspect of operations, every nuance of the enforcement lifecycle, to drive specific policy recommendations. Big data is vast, and we stand ready to assemble and present data in a manageable way. Think of us as your data librarians. We can manage data throughout its lifecycle from creation to storage to archival. We will silence noisy, irrelevant interference and point to the most pertinent data for informed, defensible decision-making.

We can build data visualizations using data scientists with expertise in transportation specific data classification, data clustering, applying statistical and economic theory, predictive modeling, and machine learning. We can provide the tools necessary to transform the customer experience, optimize operations, and improve efficiency – in other words, make speed enforcement easier, smarter, and more sustainable. For example, we can apply our insights to **suggest improvements to the allocation of portable speed cameras.**

We can create an initial schedule for moving cameras focusing on vehicle passes; areas with more collisions, excessive speed; and locations with more violations. By reviewing the historical allocation of cameras, speed data, and infractions, as well as crash data, street designations, and the locations of parks and schools, we suggested an allocation to a Conduent client that would position cameras in areas with two times more vehicle passes, 43% more collisions, and greater excessive speed (20%). We predicted these changes would increase citation issuance by 130%. We would be happy to research the provision of similar services to you.

Pricing Assumptions

- Conduent's Fixed per camera per month fee is inclusive of all services requested in the RFP and there are no additional fees tied to volume of violations processed, issued, or paid.
- Conduent will include the first 30 days of warning notices at each location at no charge to the City.

- In addition to any assistance required in developing, or presenting content, Conduent has included \$10K in our proposal offering for Public Relations materials to be produced at the request of the City.
- Conduent will request a 2% annual COLA after the Base contract term has ended.
- Conduent’s pricing includes up to 1 year of Data Scientist support. time.
- Conduent will be responsible for all credit card merchant fees on the program and will include a \$5 convenience fee for violators who pay by credit card via our PayByWeb, or PayByPhone systems. Credit Card payments made that include the \$5 convenience fee will be made out to the City and deposited in the bank account used for the program. We will then invoice the City for this \$5 convenience fee as part of our monthly program fee invoice process. Conduent will provide full accounting of the transactions with supporting documentation for reimbursement from the City to Conduent.
- Conduent agrees to the Cost Neutrality provision as proposed by the City in recent BAFO discussions with no month-to-month rollover for the first 24 months of the contract.
- Conduent retains ownership of our equipment at the end of the contract term.

Photo Speed Enforcement Equipment and Service for the City of Richmond Department of Procurement Services

Response to Request for Proposal – Primary
Request for Proposal No. 230011734
Due Date: June 27, 2023

Submitted by: Conduent State & Local Solutions, Inc.

Portions of this proposal contain proprietary information, ideas, know-how, concepts, processes, and trade secrets that are the sole property of Conduent. Pages containing proprietary content are designated in the footer as “**Conduent Proprietary Information**” and the specific content is identified with a light blue background, when only portions of the page are protected. If the entire page is considered Proprietary, the footer will read “**This entire page Conduent Proprietary Information.**” The proprietary contents of this proposal are intended solely for use in the procurement process and may not be disclosed except to persons who are involved in the evaluation of the proposal or award of the contract. The contents may not be duplicated, used, or disclosed in whole or in part for any purpose except the procurement process. Release of Conduent proprietary, confidential, and trade secret information would place Conduent at a serious and irreparable competitive disadvantage in future procurements by providing competitors with information that Conduent maintains strictly confidential and which is unavailable to any third-party except under restrictions contained in a nondisclosure agreement or protections that cover this information under applicable law. If a third-party makes a request for disclosure of any of the contents of this proposal, please notify Conduent immediately so that Conduent will have an opportunity to provide assistance in protecting the proprietary contents of this proposal from unauthorized disclosure.

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June 27, 2023

Erick Ramos
City of Richmond, Department of Procurement Services
900 East Broad Street, Room 1104
Richmond, VA 23219

RE: Request for Proposals No. 230011734 For Photo Speed Enforcement Equipment
and Service

The City of Richmond is seeking to improve public safety on their streets and in school crossing zones. We are pleased to submit our proposal that exceeds these requirements. Our solutions can help the City deter careless driving, maximize resources, and protect citizens by utilizing key operational metrics and automating surveillance functions to improve public safety.

Our Experience

The safety of the citizens and visitors to the City of Richmond (the City) is a critical factor when choosing a vendor to provide photo speed equipment and services. To that end, it is important to select a company who is reliable, responsive, knowledgeable, and has the resources necessary to facilitate a successful program. As a strong Fortune 1000 company with significant photo speed enforcement experience in numerous states, including Virginia, Conduent is the vendor of choice for many of the largest photo enforcement programs in North America, including Suffolk County, NY; Delaware DOT; Chicago IL; Providence RI; Prince George's County, MD; and Montgomery County, MD. We are intricately familiar with many Virginia requirements as we currently have programs in Fairfax County, the City of Fairfax, and the City of Manassas. We also participated in a successful Request for Information for Prince William County in which we provided data to justify a program the County will be looking to begin later this year. Conduent has actively managed photo enforcement programs for over 27 years, further solidifying us as a leader in the industry. We have the capabilities to fit the needs of the program from its inception through its continued growth.

Our Equipment

For the City's program, Conduent offers speed enforcement equipment with a small, aesthetically pleasing footprint with superior issuance rates as well as a high level of reliability necessary to minimize issuance of erroneous violations. These rates, as well as ability to capture multiple violators simultaneously on your roadways, result in increased citation issuance that helps increase both public safety and revenue for the City.

Not all camera systems are the same. Most vendors use a single or double RADAR based system, or a lower quality single LiDAR based system, which are both less accurate and less capable for detecting violations, multiple or otherwise, especially when they occur simultaneously. For your program, we are offering the VITRONIC POLISCAN speed enforcement system. VITRONIC POLISCAN is an advanced, accurate dual camera scanning, LiDAR based speed detection system. While other competitors will either incorrectly capture or miss capture violations, our scanning LiDAR based system is better equipped to record all violations accurately every time they occur. Our systems put a unique identifier on every violators' vehicle at the time of capture which eliminates any confusion as to who the violator is regardless of having additional vehicles in the photo. This provides a high level of confidence in approving citations, even with vehicles side by side in the images, and leads to the lowest adjudication rate in the industry at well under 1%.

Our systems will be deployed in portable camera unit enclosures (PCUs) by our field service technicians (FSTs) at locations chosen by the Richmond Police Department ("RPD"). The PCU enclosures can quickly be deployed at locations chosen for enforcement by the RPD and rotated to new locations as directed by the RPD. Each system will provide the ability for the RPD to live stream 24/7 at each enforcement location to see what is occurring at any time for the enforcement location. Our enclosures are designed to be both flexible and extremely resilient, holding up to a multitude of damage attempts. Each tamper proof enclosure has anti-graffiti paint which aids in quick vandalism cleanup.

Our Violations Processing Database and Dashboard

Conduent's CiteWeb® platform is a robust, easy to use database that can be accessed securely anywhere you have internet access, including Apple and Android mobile devices. CiteWeb is used for processing violations captured by the speed cameras, reporting on the various status of the violations, and court preparation as well as adjudication. CiteWeb has a fully transparent audit trail to show record of anyone who accesses a violation, regardless of modification, including citizens who access their citation via the Public Portal. CiteWeb has superior, easy to use search functionality allowing the user the ability to quickly retrieve the desired data regardless of how specific the search is conducted. Our powerful web-based program dashboard, Conduent Business Intelligence (CBI), is accessed with specific logon credentials to provide informative program data in a quick and easy to retrieve manner.

We are confident that Conduent exceeds the requirements of the Richmond Police Department and thank you for the opportunity to partner in improving public safety for the City of Richmond. Our bid is conditioned on the negotiation of mutually acceptable terms and conditions. Should you have any questions regarding our proposal, please contact Dan Seid, our representative for this procurement, at (202) 345-7131 or via email at Daniel.seid@conduent.com. As Vice President of Conduent State & Local Solutions, Inc., I am authorized to bind Conduent and make representations on its behalf.

Sincerely,

A handwritten signature in blue ink that reads "Frank Harrison". The signature is written in a cursive style with a long horizontal flourish at the end.

Frank Harrison

Redaction Table

Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i) invokes the protections of section 21-5 of the Code of the City of Richmond prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” is cause for the City to reject the proposal.

Table R-1. List of Items for Redaction

Section	Pages	Description of Item to Redact	Reason
6 Key Personnel	2-12	Resumes	EMPLOYEE RESPONSE – TRADE SECRET This section provides names, phone numbers, and contact information of key person for Conduent employees. Disclosing the information would make available data about Conduent employees. The disclosure of proposed staff could result in substantial and irreparable harm to Conduent by assisting competitors in identifying, and seeking to and hire, Conduent-trained, experienced staff members. The loss of these trained personnel would greatly increase Conduent’s recruitment and training costs. Such added costs would in turn create a significant and irreparable competitive disadvantage that would make it much more difficult for Conduent to compete successfully in future procurements.
05 Offeror History	3-4	total number of employees and the turnover rate for the Offeror’s employees for each of the past five years expressed as both a number of employees and a percentage.	Conduent is in the business of providing services. The business is only as “good” as the people who provide those services and the experiences and knowledge they bring. Thus, unlike a proposal just for the sale of software or pencils or any other material good that might be sold to a state agency, Conduent is proposing the sale of “people services.” in addition to the underlying system. The identity and skills of those people can and do constitute a “trade secret.”
8 References	1-2	Client contact information	CUSTOMER CONTACT TRADE SECRET Conduent is in the business of providing services. The business is only as “good” as the people and partners who provide those services and the experiences and knowledge they bring. Thus, unlike a proposal just for the sale of software or pencils or any other material good that might be sold to a state agency, Conduent is proposing the sale of “people & partnering services.” in addition to the unique

Section	Pages	Description of Item to Redact	Reason
			<p>combinations of these partners skills and technology that contribute to the underlying proprietary system. Conduent has identified aspects of each partner that align with Conduent's trade secret best practices and system solution and identified the partners in Conduent's trade secret roles. The identity, materials, experiences, previous jobs and skills of those people can assist in identifying our Partners, include imbedded Conduent trade secret information and do constitute a Conduent "trade secret."</p> <p>TRADE SECRET PERFORMANCE DATA Conduent performance information</p>
4. Project Approach 4.14 Profiles of the Implementation in other Localities	60	Profiles of Conduent's Implementation in Virginia	CUSTOMER CONTACT TRADE SECRET
4. Project Approach 4.10 Computer Software, Hardware, and Information System Requirements	42	CiteWeb's features	CONDUENT TRADE SECRET Contains Conduent internal best practices CiteWeb solution.
4. Project Approach 4.13	Pg.58	Client Summary Report By Location	CUSTOMER CONTACT TRADE SECRET
2. Experience	Pg. 5-6	Table 2-1 Current Clients with Similar Speed Enforcement Systems	

Exceptions [RFP Part II Instructions to Offerors 2.10]

REQUIREMENT: RFP Section Part II Instructions to Offerors 2.10

2.10 Exceptions.

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of the offeror's proposal or that the offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an offeror during the evaluation stage or the negotiation stage of the procurement process.

B. The offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:

1. If the Request for Proposals is one for "information technology" as defined in Va. Code § 2.2-2006, the offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the offeror is selected for negotiations, the offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

2. If the Request for Proposals is one for architectural or professional engineering services, the offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified offerors are ranked for negotiations. If the offeror is selected for negotiations, the offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

C. If the offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

Exceptions

Conduent State & Local Solutions, Inc. ("Conduent" or "Contractor") has broad experience in contracting with governmental entities like the City of Richmond ("City"). Through good faith negotiation, we have been able to address any concerns and mandates presented by our clients. If we are selected as the Contractor to provide the services requested under this RFP, Conduent conditions its' bid on reaching mutually acceptable terms and conditions in a final contract, as we consistently have done for over thirty years. The alternative language proposed by Conduent within these exceptions is meant to be a starting point. If allowed by the City, a discussion that allows both parties to understand each other's concerns will result in mutually acceptable terms.

As required in Section 2.10 of the RFP, Conduent presents the following proposed exceptions to be further clarified and discussed in negotiations in addition to Conduent's exceptions on liability which will be presented in negotiations as provided in Section 2.10.B.1:

1	Page Number	RFP Section	Issue
	8 of 13	6.1	Threshold for Default
Exception/Clarification: 6.1 Default . In case of a material default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified and such failure results in a material impact on the City , the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.			
2	Page Number	RFP Section	Issue
	9 of 13	6.2	Cure Period
Exception/Clarification: 6.2 Termination with Cause. 6.2.1 Notice . The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of the City to so terminate. Such notice shall be delivered at least seven thirty (30) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices. 6.2.2 Cure . If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the Contractor, during this seven thirty (30) calendar day period, then the notice of termination with cause shall be deemed null and void. 6.2.3 Effect . Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.			
3	Page Number	RFP Section	Issue
	7 of 13	4.2.2.3	Insurance Policies
Exception/Clarification: 4.2.3.3 Contracts and Policies . The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 ("Insurance"). Unless If requested at any time by the City's Director of Procurement Services, Contractor will make the requested policies available for review by the City Director, either in person or by video.			
4	Page Number	RFP Section	Issue
	8 of 13	4.2.4	Schedule of Coverage
Exception/Clarification: 4.2.4 Schedule of Coverage . The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"): (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence. (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence. (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301. (iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence claim .			

5	Page Number	RFP Section	Issue
	RFP Pg. 12 of 13	8.1	Audit
	<p>Exception/Clarification:</p> <p>Audit. <u>Except as otherwise provided in this Section, The the</u> City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review on-demand and without notice, at a mutually agreed time and place but not more than one (1) time per year, all files but excluding any proprietary information including cost data and insurance policies, of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a location in the metropolitan Richmond area</p>		
	Contractor offers the following Clarification:		
	<p>Contractor's preexisting intellectual property is not work product under any awarded contract and Contractor shall retain all right, title and interest in and to all of Contractor's preexisting intellectual property used, provided or delivered in connection with the performance of this agreement, including but not limited to copyrights, know-how, software, associated documentation, software upgrades, modifications and customizations, provided to the City and will at all times remain the property of Contractor and/or its Subcontractors. In the event Contractor or its Subcontractor(s) provides the City with pre-existing intellectual property, Contractor will grant a limited license for use of such intellectual property.</p> <p>Contractor if awarded will grant to the City, a non-exclusive, non-transferable, license to use the Contractor preexisting Intellectual Property based on the fees contained in this Agreement for the purpose of implementing photo speed enforcement technology, payment collection systems, and related back-office software services for the duration of the awarded Agreement. The City may make copies of any user manuals for backup and archival purposes which originals and any copies thereof shall be returned to Contractor at expiration of the contract. The City will not reverse engineer, decompile, or otherwise attempt to derive the source code for the Contractor preexisting Intellectual Proper</p>		

1. Signed Forms [RFP 3.1]

REQUIREMENT: RFP Section 3.1

This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, and Office of Minority Business Development Forms included with this Request for Proposals.

Our signed forms are as shown below and are on the following pages.

- Signature Sheet
- Addenda Acknowledgement
- State Corporation Commission Form
- Office of Minority Business Development Forms
- Certificate of Assistant Secretary

SIGNATURE SHEET

This signature sheet must be included as part of the offeror's proposal, or the City will not consider the proposal. The offeror's signature below certifies that this proposal as submitted complies with, and the offeror agrees to be legally bound by, all terms and conditions set forth in Request for Proposals No. **230008175 - Photo Speed Enforcement Equipment and Service**. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this proposal on behalf of the offeror.

Complete Legal Name of Offeror Firm: Conduent State & Local Solutions, Inc.

"Order from" Address: 100 Campus Drive, Suite 200E
Florham Park, NJ 07932

"Remit to" Address: P.O. Box 201322
Dallas, TX 75320-1322

Federal EIN / SSN: 13-1996647

Authorized Signature: 

Printed Name of Signatory: Frank Harrison

Title of Signatory: Vice President

Telephone Number with Area Code: 202-377-9111

Fax Number with Area Code: 202-906-8321

E-Mail Address: Frank.Harrison@conduent.com

Date: June 27, 2023



ADDENDUM NO. 1

RFP 230011734 - Photo Speed Enforcement Equipment and Service

DATE: May 15, 2023

Request For Proposals (RFP) No. 230011734 - Photo Speed Enforcement Equipment and Service

DUE DATE: May 31, 2023, at 2:00PM

SUBJECT: Changes and Additions to RFP

Ladies/Gentlemen:

Please take note of the following:

1. Changes:
 - A. Part II—Instruction to Offerors is added to Request for Proposals No. 230011734.
 - B. The following sections of Part I—Statement of Needs of Request for Proposals No. 230011734 are revised:
 - i. Section 2.8(4) is hereby revised in its entirety to read:
 4. Information and data collected by the Contractor shall be stored in an indexed database to enable tracking of citations and the capability to print statistical reports as needed. The Contractor shall retain (i) inquiries from violators, (ii) maintenance logs and records of all of the City's maintenance requests and inquires referencing malfunctions with equipment, insufficient photos, and (iii) record of any individuals accessing the on-line portal. The Contractor shall comply with Virginia Code § 46.2-882.1 regarding retention of data. The Contractor shall provide monthly, quarterly and yearly financial statements to the City. Financial statements should include the total number of citations issued over a specified time period and for which locations, the number of citations paid to the courts or the Contractor, during the specified time period, year-to-date overall totals, along with costs for all equipment provided to the City by the Contractor under this Contract. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this agreement in accordance with generally accepted accounting principles.
 - ii. Section 2.9 ("Contractor Support") is hereby revised to add the following subsections:
 9. The Contractor shall accept payments for monetary penalties submitted by violators in accordance with the requirements set forth in Virginia Code § 46.2-882.1 and City Code § 27-132.

ADDENDUM NO. 1

RFP 230011734 - Photo Speed Enforcement Equipment and Service

10. The Contractor shall provide violators with the option to submit payments for monetary penalties by check, money order, credit card, debit card, and electronic check through a secure webpage and at a physical location within the corporate limits of the city of Richmond.
 11. The Contractor shall open and maintain a bank account solely for the deposit of payments received by the Contractor from violators in connection with the Contractor's performance of this Contract. The Contractor shall remit to the City once each month, on a day of the month approved by the Program Manager, all monies received from violators during the preceding month. Each remittance by the Contractor shall be made pursuant to instructions from the City's Department of Finance, provided to the Contractor by the Program Manager. At the same time that the Contractor remits the monies received from violators for a particular month, the Contractor shall furnish the Program Manager with a copy of the bank statement for the bank account for that month.
 12. The Contractor shall not keep any portion of the payments submitted by violators.
 13. The Contractor's secure webpage and each Photo Speed Monitoring System must have an uptime of not less than 97% per calendar month (resulting in an aggregate downtime of not more than 21 hours and 36 minutes per calendar month). Should the City determine the Contractor has not met the uptime requirement set forth herein, the City shall be entitled to reduce all the fees and costs owed by the City on a pro rata basis calculated on the amount of downtime exceeding the 21 hours and 36 minutes per calendar month.
- iii. Section 2.10(7) is hereby revised in its entirety to read:
7. If on the 15th business day after the Contractor mails the final notice to the violator, the violator has not made payment to the court or the Contractor, of the monetary penalty for the violation and the violation has not been dismissed or appealed, the Contractor shall send (i) a communication to the City's collection attorney that includes a copy of the summons and the second notice, and (ii) a copy of the communication sent to the City's collections attorney to the Program Manager. The Program Manager shall provide contact information for the City's collection attorney and update that information promptly when and if it changes. The Contractor shall remit to the City all payments submitted by violators.
- iv. Section 2.10 ("Issuance of Summons") is hereby revised to add the following subsections:
8. Procedures After Execution of Summons. The Contractor shall accept payment from violators pursuant to section 2.9 herein. If the Contractor receives payment for the monetary penalty associated with a summons, the Contractor shall notify the Reviewing Officer through the secure webpage that the monetary penalty for such summoned violation has been paid and provide the Reviewing Officer with evidence of the payment.

ADDENDUM NO. 1
RFP 230011734 - Photo Speed Enforcement Equipment and Service

9. If on the 15th business day after the violator is found by the court to have violated applicable laws, the Contractor or the court, has not received payment for the monetary penalty for the violation and the Reviewing Officer has not notified the Contractor that the summons was dismissed by affidavit, dismissed by testimony in court, dismissed by submission of a certified police report, or appealed, the Contractor shall mail a second notice to the violator demanding payment for the monetary penalty within ten business days of the date of mailing.
10. If on the 15th business day after the date the second notice was mailed, the Contractor has not received payment for the monetary penalty for the violation and the Reviewing Officer has not notified the Contractor that the summons was dismissed by affidavit, dismissed by testimony in court, dismissed by submission of a certified police report, or appealed, the Contractor shall mail a final notice to the violator alerting the Vehicle Owner the matter will be sent to the City's collections attorneys if payment is not received within ten business days of the date of the mailing.
11. The Contractor shall provide the Reviewing Officer with a "court packet" through the secure webpage for any court date related to a summons issued by the Contractor. The Contractor shall provide the "court packet," consisting of a digital copy of all recorded images (photograph and video) of the alleged violation and a copy of the summons executed by the Contractor, to the Reviewing Officer no less than 15 business days prior to the court date.
12. The Contractor shall provide, when requested by the Reviewing Officer, court testimony by qualified witnesses knowledgeable on the theory, operation, and functional capabilities of the Photo Speed Monitoring System.

This addendum must be acknowledged and included with the proposal submission as indicated in the RFP or your response may not be considered. Please include all pages of addenda submitted.

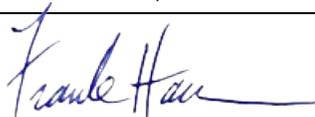
Sincerely,

Erick Ramos
Senior Procurement Analyst
(804) 646-5815
Erick.Ramos@rva.gov

Conduent State & Local Solutions, Inc.

Company

BY: Frank Harrison



Vice President

June 27, 2023

Title

Date



ADDENDUM NO. 2

RFP 230011734 - Photo Speed Enforcement Equipment and Service

DATE: May 30, 2023

Request For Proposals (RFP) No. 230011734 - Photo Speed Enforcement Equipment and Service

DUE DATE: June 21, 2023, at 2:00PM

SUBJECT: Changes and Additions to RFP

Ladies/Gentlemen:

Please take note of the following:

1. Changes to Proposal Due Date:

- Proposals Due Date – June 21, 2023, at 2:00 PM

2. Acknowledge of receipt of the following question that will be addressed subsequent Addendum:

1. Will the vendor be accepting and processing payments received on the program?
2. Requirement 3.4 F on pg. 16 in Statement of Needs - Provide examples of the forms the Offeror has created for other clients similar to those forms required by section 2.6 (1) herein.
Question: Is this reference number 2.6 (1) correct within Examples of Forms or should it be referencing 2.10?
3. Requirement 3.4 M on pg. 16 within Statement of Needs -- The Contractor must explain how they can meet the requirements outlined in section 2.0 (1) and section 2.2 (D 13-16).
Question: Where are these requirements 2.2 (D 13-16)? They are not listed in RFP documents.
4. Part I, Section 2.0 Requirements and Deliverables, 4. - Has the City completed any speed studies?
5. Part I, Section 2.0 Requirements and Deliverables, 1. - Will an alternative form of tracking device, such as radar, be deemed compliant as long as the device is approved prior to go-live by the Virginia DPS?
6. Part I, Section 2.2 Equipment Requirements, 1.D.2. - Please strike the following from Section 2.2.1.D.2 - Requirement of data to be included on the image data bar for "duration red phase and duration in amber phase."
7. Part I, Section 2.2 Equipment Requirements, D.9. – Is the intent to enforce all day or only during the flashing light times?
8. Part I, Section 2.2 Equipment Requirements, D.10. - Please define the term "live" and confirm it will be on periodic access as needed in lieu of constant streaming.
9. Part I, Section 2.5.1 Computer Software, Hardware, and Information Systems Requirements, 4. - Please specify the number of devices required by the City.

ADDENDUM NO. 2

RFP 230011734 - Photo Speed Enforcement Equipment and Service

10. Part I, Section 2.6 Signage - Does the City have approved signage layouts for the bilingual requirements as defined in Section 2.6, or can Offerors provide English-only signage and English/Spanish documentation that is disseminated to the public?
11. Part I, Section 2.9. Contractor Support/City Oversight, 7. - Please provide an annual budget and/or quantity/frequency of the items as outlined?
12. Part I, Section 2.11 Deployment - Does the 60 days include time to prepare, submit, and approve any required permits for the 26 moveable cameras?
13. Part I, Section 2.14 Invoicing and Payment., 4. - Can Offerors deviate from the provided pricing structure as many of the items are not relevant to a speed offering, or would the City prefer to update the provided pricing sheet?
14. Part I, Section 3.4 Tab 4 - Project Approach, F. - Part 1, Section 2.6 is titled "Signage" and doesn't have separate numbered items, but instead two paragraphs. Will the City please confirm that this item is asking for examples of signage Offerors have used with previous clients and not looking for forms as indicated in the wording of 3.4, Tab 4, Project Approach, item F?
15. Part I, 4.0 Evaluation Criteria, E. MBE/ESB Commitment - Given that the MBE/ESB participation goal for this contract is 0%, will all respondents automatically receive the 30 points for this portion of the evaluation?
16. Part II, Instructions to Offerors, Section 1.1 Incorporation of City Policies and Procedures - Please define the evaluation criteria for accessibility as defined in code Sec. 21-69. due to the vague description "...To the degree of accessibility that the contractor will be able to provide...".
17. Part II, Instructions to Offerors, Section 4.1 - Will the City consider electronic signatures as original signatures?
18. 2.2 Equipment Requirements item D2 - Some of the requirements mentioned in these sections are not applicable to Speed enforcement and pertain only to Red Light violations (ex: red phase, amber phase). Are vendors allowed to not respond to the areas of the requirements that are not applicable as referenced?
19. 2.1 Selection of Designated Locations #1 - Will the City provide information for the vendor to incorporate in the traffic studies that will be provided for recommendation such as crash data, difficulty experienced by law enforcement officers in patrol cars or on foot in apprehending violators?
20. 2.10 Issuance of Summons #4 - As the requirement states, the Contractor must obtain registered owner information from City personnel; most often the vendor is responsible for obtaining registered owner information from the DMV and providing this info to the City for review and final approval of any potential violation before issuance – is it the intent of the City for the vendor to obtain registered owner information from the DMV on their end or is the vendor in fact supposed to request this information from the City?
21. Does the City manage their potential intended school zone enforcement roads or does VDOT manage any percentage of their potential intended school zone enforcement roads? And if so, what percentage does VDOT manage?

ADDENDUM NO. 2
RFP 230011734 - Photo Speed Enforcement Equipment and Service

This addendum must be acknowledged and included with the proposal submission as indicated in the RFP or your response may not be considered. Please include all pages of addenda submitted.

Sincerely,

Erick Ramos
Senior Procurement Analyst
(804) 646-5815
Erick.Ramos@rva.gov

Conduent State & Local Solutions, Inc.

Company

BY: Frank Harrison



Vice President

June 27, 2023

Title

Date



ADDENDUM NO. 3

RFP 230011734 - Photo Speed Enforcement Equipment and Service

DATE: June 12, 2023

Request For Proposals (RFP) No. 230011734 - Photo Speed Enforcement Equipment and Service

DUE DATE: June 27, 2023, at 2:00PM

SUBJECT: Changes and Additions to RFP

Ladies/Gentlemen:

Please take note of the following:

I. Changes to Proposal Due Date:

- Proposals Due Date – June 27, 2023, at 2:00 PM

II. Questions and Responses:

1. **Questions:** Will the vendor be accepting and processing payments received on the program?

Response: The vendor will be accepting and processing payments.

2. **Questions:** Requirement 3.4 F on pg. 16 in Statement of Needs - Provide examples of the forms the Offeror has created for other clients similar to those forms required by section 2.6 (1) herein.

Is this reference number 2.6 (1) correct within Examples of Forms or should it be referencing 2.10?

Response: Correct

3. **Questions:** Requirement 3.4 M on pg. 16 within Statement of Needs -- The Contractor must explain how they can meet the requirements outlined in section 2.0 (1) and section 2.2 (D 13-16).

Question: Where are these requirements 2.2 (D 13-16)? They are not listed in RFP documents.

Response: Vendor must meet the requirements as outlined in the RFP.

4. **Questions:** Part I, Section 2.0 Requirements and Deliverables, 4. - Has the City completed any speed studies?

Response: No speed studies have been completed for this program

5. **Questions:** Part I, Section 2.0 Requirements and Deliverables, 1. - Will an alternative form of tracking device, such as radar, be deemed compliant as long as the device is approved prior to go-live by the Virginia DPS?

Response: The City of Richmond would prefer a Lidar based system for this program however all proposals will be considered

6. **Questions:** Part I, Section 2.2 Equipment Requirements, 1.D.2. - Please strike the following from Section 2.2.1.D.2 - Requirement of data to be included on the image data bar for "duration red phase and duration in amber phase."

Response: This section will not be modified.

ADDENDUM NO. 3
RFP 230011734 - Photo Speed Enforcement Equipment and Service

7. **Questions:** Part I, Section 2.2 Equipment Requirements, D.9. – Is the intent to enforce all day or only during the flashing light times?

Response: Only during the times in which school zones are operational

8. **Questions:** Part I, Section 2.2 Equipment Requirements, D.10. - Please define the term "live" and confirm it will be on periodic access as needed in lieu of constant streaming.

Response: The City requires the capability of live streaming any camera system that is deployed for this program. The City needs to access these cameras at any time of day, as the program administrator deems fit however the live stream will not be used 24/7.

9. **Questions:** Part I, Section 2.5.1 Computer Software, Hardware, and Information Systems Requirements, 4. - Please specify the number of devices required by the City.

Response: Outlined in the RFP

10. **Questions:** Part I, Section 2.6 Signage - Does the City have approved signage layouts for the bilingual requirements as defined in Section 2.6, or can Offerors provide English-only signage and English/Spanish documentation that is disseminated to the public?

Response: The City does not have designed layouts for bilingual signs however every sign deployed with the camera needs to be bilingual. In addition, all documentation sent to the public is required to be bilingual as well.

11. **Questions:** Part I, Section 2.9. Contractor Support/City Oversight, 7. - Please provide an annual budget and/or quantity/frequency of the items as outlined?

Response: Outlined in RFP – The City will consider all proposals but will not provide an expectation of cost or budget.

12. **Questions:** Part I, Section 2.11 Deployment - Does the 60 days include time to prepare, submit, and approve any required permits for the 26 moveable cameras?

Response: Yes, though no permits should be needed, any delays caused by the City will not be held against the vendor

13. **Questions:** Part I, Section 2.14 Invoicing and Payment., 4. - Can Offerors deviate from the provided pricing structure as many of the items are not relevant to a speed offering, or would the City prefer to update the provided pricing sheet?

Response: Either would be acceptable providing the offeror provides a specific cost per camera and provides any additional costs in a clear and understandable manner as outlined under “3.10 Tab 10– Price Proposal”.

14. **Questions:** Part I, Section 3.4 Tab 4 - Project Approach, F. - Part 1, Section 2.6 is titled "Signage" and doesn't have separate numbered items, but instead two paragraphs. Will the City please confirm that this item is asking for examples of signage Offerors have used with previous clients and not looking for forms as indicated in the wording of 3.4, Tab 4, Project Approach, item F?

ADDENDUM NO. 3
RFP 230011734 - Photo Speed Enforcement Equipment and Service

Response: The city will accept signs from other projects as examples as long as they indicate that bilingual signs will be utilized for this project.

15. **Questions:** Part I, 4.0 Evaluation Criteria, E. MBE/ESB Commitment - Given that the MBE/ESB participation goal for this contract is 0%, will all respondents automatically receive the 30 points for this portion of the evaluation?

Response: All Offerors will receive 30 points for participation goal

16. **Questions:** Part II, Instructions to Offerors, Section 1.1 Incorporation of City Policies and Procedures - Please define the evaluation criteria for accessibility as defined in code Sec. 21-69. due to the vague description "...To the degree of accessibility that the contractor will be able to provide...".

Response: The vendor must be able to comply with all of the requirements established in the RFP regarding response times and accessibility to the cameras.

17. **Questions:** Part II, Instructions to Offerors, Section 4.1 - Will the City consider electronic signatures as original signatures?

Response: Electronic Signatures would be acceptable unless otherwise prohibited by the City.

18. **Questions:** 2.2 Equipment Requirements item D2 - Some of the requirements mentioned in these sections are not applicable to Speed enforcement and pertain only to Red Light violations (ex: red phase, amber phase). Are vendors allowed to not respond to the areas of the requirements that are not applicable as referenced?

Response: That would be acceptable.

19. **Questions:** 2.1 Selection of Designated Locations #1 - Will the City provide information for the vendor to incorporate in the traffic studies that will be provided for recommendation such as crash data, difficulty experienced by law enforcement officers in patrol cars or on foot in apprehending violators?

Response: Yes, the City will provide data to the vendor to assist with traffic studies.

20. **Questions:** 2.10 Issuance of Summons #4 - As the requirement states, the Contractor must obtain registered owner information from City personnel; most often the vendor is responsible for obtaining registered owner information from the DMV and providing this info to the City for review and final approval of any potential violation before issuance – is it the intent of the City for the vendor to obtain registered owner information from the DMV on their end or is the vendor in fact supposed to request this information from the City?

Response: The vendor will be handling all issuance of citations, collecting of fines. The vendor will be responsible for obtaining all necessary data to facilitate these processes.

21. **Questions:** Does the City manage their potential intended school zone enforcement roads or does VDOT manage any percentage of their potential intended school zone enforcement roads? And if so, what percentage does VDOT manage?

ADDENDUM NO. 3
RFP 230011734 - Photo Speed Enforcement Equipment and Service

Response: The City manages the roadways for those that are not the city manages adjoining and adjacent property.

This addendum must be acknowledged and included with the proposal submission as indicated in the RFP or your response may not be considered. Please include all pages of addenda submitted.

Sincerely,

Erick Ramos
Senior Procurement Analyst
(804) 646-5815
Erick.Ramos@rva.gov

Conduent State & Local Solutions, Inc.

Company

BY: Frank Harrison



Vice President

June 27, 2023

Title

Date

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Offeror Firm: Conduent State & Local Solutions, Inc.

Virginia State Corporation Commission registration information. The offeror:

- is a corporation or other business entity with the following State Corporation Commission identification number:

F0556656

-OR-

- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

-OR-

- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

- has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the offeror to submit the State Corporation Commission identification number after the due date for proposals. The offeror shall promptly provide any information the City requires to enable the City to properly evaluate the offeror's request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.



City of Richmond

OMBD

Office of Minority Business Development

1500 East Main Street, 5th Floor

Richmond, VA 23219

Office: (804) 646-5947

Fax: (804) 646-0136

<http://www.RichmondGov.com/MBD>

The following required Minority Business Development forms are to be completed and returned with the RFP bid package:

- Past Good-Faith Efforts Form (MBE/ESB-5)
- Good-Faith Efforts Form (MBE/ESB-4)
- MBE/ESB Participation Form (MBE-2)
- MBE-3 Monthly Compliance Reports (Only Applicable for awarded contracts)

Please remember to completely fill out all the OMBD Forms.

Failure to do so will delay the processing of your bid application.

Office of Minority Business Development

1500 East Main Street, 5th Floor, Richmond, VA 23219 Phone: (804)646-5947 Fax: (804)646-0136



Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136

<http://www.richmondgov.com/MBD>

MBE/ESB Past Good Faith Efforts Participation Form

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME: Conduent State & Local Solutions, Inc.		CONTRACT NAME/NO: Photo Speed Enforcement Equipment and Service No. 230011734	
	CONTACT NAME: Greg Smith	PHONE # 901-201-8415	Fax# NA	
	Email Address: gregory.smith6@conduent.com			
	How long has your firm been in Business? 60 years			

If you can verify your firm has made past good faith efforts in the **Public or Private Sector** to engage MBE/ESB firms through subcontracting, joint venture, mentor-protégé, or apprenticeship opportunities over the past three (3) years, you may be eligible to earn additional points for this project. Please include valid documentation to support this claim. Feel free to attach additional pages, if necessary. **Enter Below Code for Ownership of each MBE Firm.**

1 = African American 2 = Hispanic American 3 = Asian American
 4 = American Indian 5 = Other (Specify Below)

Yes – may be eligible – Complete section below No – not eligible

CONTACT PERSON/PHONE NUMBER/PROJECT NAME / DATE	DID YOU MEET THE MBE GOAL?	SCOPE OF WORK	MBE/ESB COMPANY NAME/CONTACT PERSON/PHONE	MBE/ESB Code
Chad Krohn (404-218-6432) Detroit Parking Ticket Violations Vehicle Storage Management and Collection System 6/1/2022	yes	Call center, lock box operations, payment processing centers	Pierce Monroe & Associates Phillip Pierce, Managing Director 313-961-1940	1
Kas Dogruyol (317-599-5182) Chicago Red Light Enforcement 10/2013; ongoing program	yes, on track to meet goals	Full and Part Time Violation Processing Staff	TeamWerks Alison Chung 312-819-8888	1
Kas Dogruyol (317-599-5182) Chicago Red Light Enforcement 10/2013; ongoing program	yes, on track to meet goals	Network and Engineering Support	Electronic Knowledge Interchange Jose Cruze 312-762-0129	1
Clarence Bell (410-935-6754) Montgomery County, MD 03/2022	yes	Construction Services	Plexus Installations, Inc Cristina Vena 410-777-8233	2

DEFINITIONS	MINORITY BUSINESS ENTERPRISE	GOOD FAITH MBE/ESB PARTICIPATION EFFORTS	EMERGING SMALL BUSINESS
	A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.	The sum total of efforts by a particular business to provide equitable participation of minority business enterprise or emerging small business subcontractors. For past efforts, this sum total shall be comprised of the record of participation by minority business enterprises and emerging small businesses through subcontracting or joint ventures. For future efforts, it shall be comprised of such efforts, which are proposed to allow equitable participation of minority business enterprise or emerging small business subcontractors.	A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less.,(2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL:

Frank Han

DATE: June 27, 2023

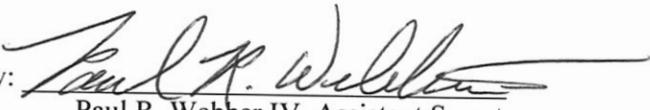
MBE/ESB-5 Past Good Faith Efforts Participation Form – Revised Date 1/20/2021

CERTIFICATE OF ASSISTANT SECRETARY

I, Paul R. Webber IV, in my capacity as Assistant Secretary of Conduent State & Local Solutions, Inc., a New York corporation (the "Company"), am delivering this Certificate of Assistant Secretary to certify that Frank Harrison is the duly elected, qualified and acting Vice President of the Company and in such capacity is authorized to obligate, bind, and execute any and all proposals, contracts as well as any amendments thereto in connection with the Photo Speed Enforcement Equipment and Services #230008175, by and between Conduent State & Local Solutions, Inc. and the City of Richmond and all other documents to be executed therewith.

IN WITNESS WHEREOF, I have set my hand to this Certificate of Assistant Secretary as of the 26th day of May, 2023.

CONDUENT STATE & LOCAL SOLUTIONS, INC.
a New York Corporation

By: 
Paul R. Webber IV, Assistant Secretary



2. Experience [RFP 3.2]

The City benefits by engaging an experienced offeror that is passionate about helping clients improve public safety, along with productivity, situational awareness, and customer satisfaction by delivering comprehensive transportation systems and solutions.

REQUIREMENT: RFP Section 3.2

This tab should describe the Offeror's experience providing the photo speed monitoring system and related services required by this Request for Proposals. Offeror must demonstrate a proven and verifiable record of providing photo speed monitoring programs of a comparable size and scope as to the program described in this Request for Proposals.

Our strategy for the City is to collaborate with you to develop and operate a program that is tailored to your specific needs and provide everything from service startup to program expansion, delivering the best possible customer experience.

Spanning more than 27 years, our Red Light and Speed Enforcement System experience began in 1995 with the City of Portland (Oregon) and the City of Camrose (Alberta, Canada). These two customers are still with us today, a testimony to both the success of our solutions and our dedication as a partner, something that is shared with many of our customers.

Our years of experience have evolved our technology and program methodology to successfully meet our client's needs to reduce traffic collisions, encourage voluntary compliance with traffic laws, and create a safer environment on your streets.

As pioneers in the business process services sector, we have deep industry expertise in the complexities of all of our client operations – from transportation to child support, healthcare, and financial services. Over the past three decades, our company has partnered with government agencies to address pressing public policy issues through the technology-enabled delivery of public services.

Our Red Light and Speed Enforcement Expertise

- Actively managing photo enforcement programs for over 27 years
- Nearly 40 years of violations processing experience
- Implemented 1 of 4 speed enforcement systems within the U.S.

Virginia Connection

Our photo enforcement programs comply with all applicable federal, state, and local laws; rules; and regulations. We only act as authorized by law when performing under the contract for our clients.

More specifically for this RFP, we are deeply familiar with the requirements to operate within the Commonwealth of Virginia and its many municipalities and jurisdictions. We have successfully delivered and maintained speed and red light enforcement programs for such clients as the cities of Fairfax and Manassas, Fairfax County, and Newport News.

For additional details, consult Section 8 References.

Red Light and Speed Enforcement Expertise

As a pioneer in red light and **speed enforcement solutions and services**, Conduent has obtained a vast amount of experience by working with multiple agencies throughout the United States. We have successfully implemented, managed, and operated automated photo enforcement programs for 35 clients in 13 states, the District of Columbia, and 12 clients in three Canadian provinces, Cyprus, and Lima, Peru. The programs support the processing of approximately 20 million photo enforcement and parking enforcement citations and \$800 million in payments annually. We continually identify innovations that increase efficiency, improve accuracy, and contain costs.

Scanning LiDAR Camera System

Conduent is a leader in the use of digital technology in support of speed and red light traffic enforcement projects. For over 20 years, we have offered our **Scanning Light Detection and Radar (LiDAR) camera system**, the only automated enforcement system incapable of producing an inaccurate speed measurement because it removes human error from the equation.

Radar or more conventional LiDAR camera systems are often affected by the angle of the object, resulting in a Cosine error when not perfectly aligned and the rejection of any citation involving that violation. Our Scanning LiDAR system imprints an overlay on the violating vehicle at the moment the violation is captured, eliminating any potential guesswork in determining the violator even in dense high-volume traffic while denoting the time and date of the event, making this methodology highly desirable for court hearings.

Long-term Client Relationships

Figure 2-1 provides an overview of our decades of experience in the red light and speed enforcement field as well as the highly successful, long-term relationships that we have forged with our clients.

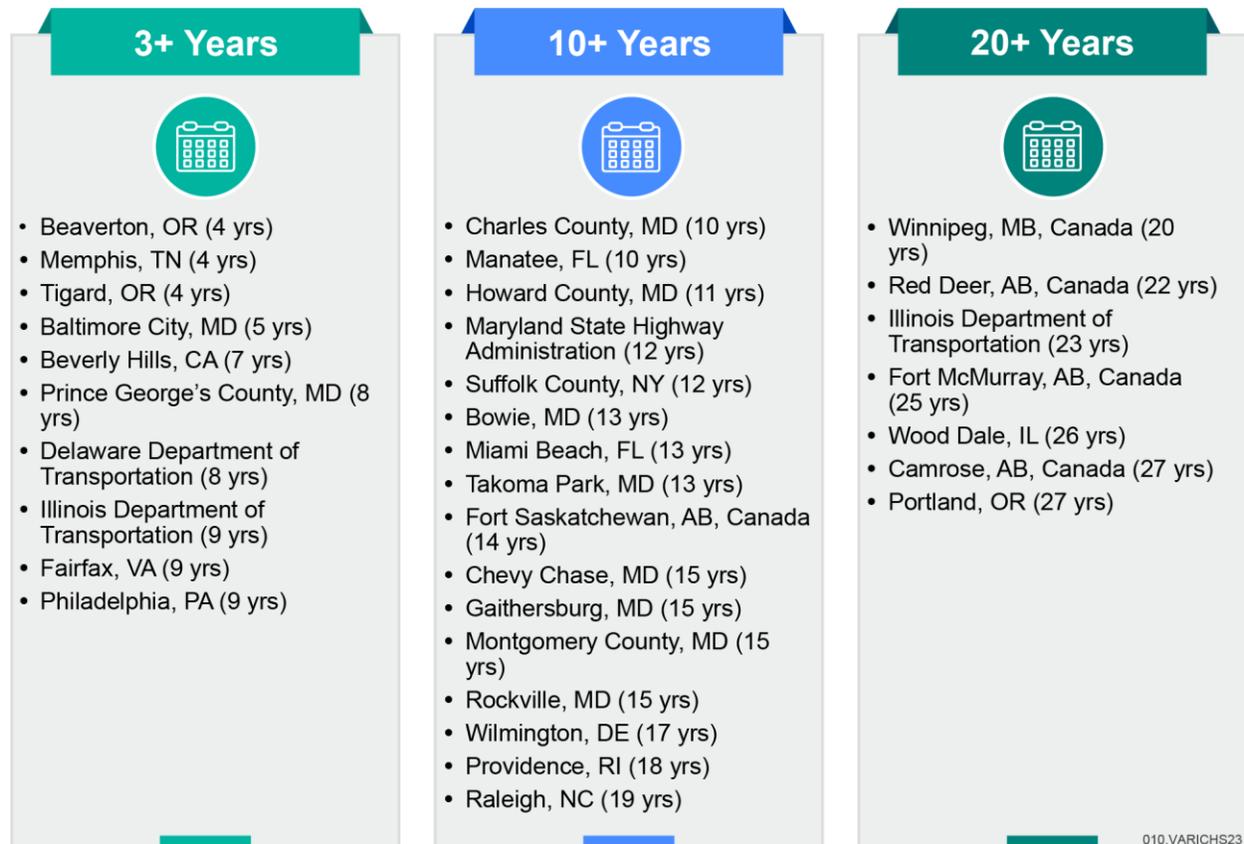


Figure 2-1. Years of Service to Major Jurisdiction Across North America
With over 27 years of experience, our clients receive comprehensive photo enforcement solutions, systems, and services.

Figure 2-2 provides a summary of the measurable results that our solutions deliver to our clients.



009.VARICHS23

Figure 2-2. Our Solutions Deliver Measurable Results

Our solutions generate tangible and quantifiable results across enforcement system projects and demonstrate excellent levels of client satisfaction.

As a global leader in the photo enforcement systems and related services industry, we stand ready to provide the City with best-in-class services based on our extensive photo enforcement knowledge and our expertise in managing turnkey programs with requirements similar to this project.

Summary of Project Successes

Today, Conduent is one of the largest camera enforcement providers in North America, providing hardware, software, and support services for red light and speed photo enforcement programs. Our previous experience can best be evaluated by the number and scale of our system installations, our approach to the ongoing maintenance and upkeep of these systems, and as a result, the strong, long-term relationships that we have successfully built with our clients.

Table 2-1 lists our current clients with similar systems to the requested services set forth in the RFP.

Table 2-1. Current Clients with Similar Speed Enforcement Systems

Client / Contract Period	Description of Services Provided
Wilmington Photo Radar Enforcement City of Wilmington, DE 2005 – Present	34 Red Light Approaches, Back Office Processing, Maintenance, IT Services, Pay-by-Web, 24/7 System Access Support, Expert Witness Testimony
Speed Camera Enforcement Bowie, MD 2009 – Present	8 Portable Speed Cameras, Back Office Processing, Customer Service, Maintenance, Online Payments, Lockbox, IVR System, Expert Witness Testimony
Speed Enforcement Charles County, MD 2012 – Present	6 Portable Speed Cameras, Full Offense Notice Processing, Back Office Processing, Customer Service, Maintenance, Online Payments, Lockbox, IVR System, Expert Witness Testimony
Speed Enforcement Village of Chevy Chase, MD 2007 – Present	4 Fixed Speed Approaches, Full Offense Notice Processing, Customer Service, Maintenance, Correspondence Management, Lockbox, Online Payments, IVR System, Back Office Processing, Customer Service, Maintenance, Online Payments, Lockbox, IVR System, Expert Witness Testimony
Speed Enforcement Gaithersburg, MD 2007 – Present	2 Fixed Speed Cameras, 5 Portable Speed Cameras, Full Offense Notice Processing, 2 Mobile Speed Cameras, Back Office Processing, Customer Service, Maintenance, Correspondence Management, Lockbox, Online Payments, IVR System, Expert Witness Testimony
Speed Camera Enforcement Howard County, MD 2011 – Present	1 mobile van, 5 Portable Speed Cameras, Full Offense Notice Processing, Back Office Processing, Customer Service, Maintenance, Online Payments, Lockbox, IVR System, Expert Witness Testimony
Automated Speed Enforcement Maryland State Highway Administration 2010 – Present	7 Mobile Speed Units, Full Offense Notice Processing, Back Office Processing, Customer Service, Maintenance, Correspondence Management, Lockbox, Online Payments, IVR System, Expert Witness Testimony
Speed and Red Light Camera Enforcement Takoma Park, MD 2008 – Present	5 Fixed Speed Cameras, 3 Portable Speed Cameras, 7 Red Light cameras, Full Offense Notice Processing, Back Office Processing, Customer Service, Maintenance, Online Payments, Lockbox, IVR System, Expert Witness Testimony
Raleigh Safelight City of Raleigh, NC 2003 – Present	16 Fixed Cameras, 15 Approaches, Full Offense Notice Processing, Back Office Processing, Customer Service, Maintenance, Correspondence Management, Lockbox, Online Payments, IVR System, Expert Witness Testimony
Speed and Red Light Camera Enforcement City of Beaverton, OR 2018 – 2028	8 Red Light Approaches, 2 Mobile Speed Vans, Full Offense Notice Processing, Back Office Processing, Customer Service, Maintenance, Online Payments, Lockbox, IVR System, Expert Witness Testimony
Speed and Red Light Enforcement City of Providence, RI 2004 – Present	25 Red Light Cameras, 15 Portable Speed Cameras, Full Offense Notice Processing, Back Office Processing, Customer Service, Maintenance, Correspondence Management, Lockbox, Online Payments, IVR System, Expert Witness Testimony
Speed and Red Light Camera Enforcement City of Fairfax, VA 2013 – Present	8 Portable Speed, 10 Red Light Approaches, Full Offense Notice Processing Back Office Processing, Customer Service, Maintenance, Correspondence Management, Lockbox, Online Payments, IVR System, Expert Witness Testimony

Client / Contract Period	Description of Services Provided
Speed Enforcement Province of Saskatchewan, SK, Canada 2013 – Present	3 Mobile Speed Cameras, Full Offense Notice Processing, Back Office Processing, Maintenance, Expert Witness Testimony
Speed Enforcement Saskatchewan Government Insurance 2013 – Present	8 Mobile Speed Cameras, Full offense Notice Processing, Back Office Processing, Maintenance, Expert Witness Testimony
Speed Enforcement County of Fairfax, VA 2022 - Present	10 Photo Speed Cameras for the pilot period and 50 Photo Speed Cameras once the pilot has been completed, Back Office Processing, Customer Service, Maintenance, Online Payments, Lockbox, IVR System, Expert Witness Testimony, Full Offense Notice Processing, Correspondence Management.

Relevant Experience and Expertise

The City benefits from our comprehensive expertise in provisioning projects. We provide the hardware, software, and support services needed for photo speed enforcement programs to operate seamlessly while also implementing such systems on time and within budget. Also, we provide full-scale maintenance of all of our systems. Paired with our proven project management methods, we operate programs with the highest degree of efficiency, producing excellent results for our clients.

Our principal strategy is to partner with you to provision and maintain the Program that not only meets but exceeds your needs. By doing so, we can provide you with the best customer experience. With this approach, we build relationships based on trust and excellence with our clients, and consequently, we have one of the highest renewal rates in the industry for the programs and services that we deliver.

The City can count on our industry expertise and understanding of our clients' operations. This synergy creates strong partnerships in which we operate as an extension of our clients, providing services and solutions on your behalf. Direct focus on innovation allows us to excel at designing and implementing new technologies. Our forward-thinking, proactive attitude makes the systems we offer the most advanced, customizable, and broad reaching in the industry, creating measurable results for clients. Our systems and processes are optimized to achieve enhanced traffic mobility, speed monitoring, and traffic safety for our clients and the driving public that they serve which are specifically summarized in Table 2-2.

Table 2-2. Relevant Technical Experience, Capabilities, Services, and Expertise

Category	Overview and Description
Site Selection, Analysis, and Design	Our engineers and image quality specialists conduct a detailed site review of the location as part of the design and engineering process, and we then recommend the correct camera placement. Based on the number and types of lanes to be enforced, these configurations can be designed to cover up to six lanes of traffic.
Permitting and Licensing	Conduent has requirements for how the system equipment should be installed to achieve maximum utility. Our engineering staff shares this information for review and approval with the Client and the appropriate licensing agencies within ten days of request. The information exchange includes optimum equipment locations, as well as camera system and signage.

Category	Overview and Description
Engineering, Installation, Use, and Removal of Equipment	Implementation and operation of the program involves the daily coordination of a complex set of factors both large and small. In the event that an issue arises which challenges the onsite project management team and our Client representatives, our staff contacts additional backup and support personnel, subject matter experts, and other corporate resources to help resolve critical issues and ensure the program's continuity and success.
Accuracy, Security, and Privacy	For each site analysis, we capture 24 to 48 hours of traffic data from the requested approach. We then review the data, documenting violations and associated information. Finally, we sort the information into an easily reviewable format and supply that information to the Client for review.
Automated Enforcement Camera Systems	Scanning Light Detection and Ranging (LiDAR) Camera Systems. Our Scanning LiDAR system is the only automated enforcement system incapable of producing an inaccurate speed measurement because it removes human error from the equation.
Implementation of Automated Enforcement Systems	Clients benefit from our comprehensive expertise in provisioning projects. We provide the hardware, software, and support services needed for enforcement programs to operate seamlessly while implementing such systems on time and within budget.
Camera and Data Access	We maintain a database of when citations are ready according to client business rules for summons and complaint review as well as track the date ready, date notified, and date of review and decision. Conduent then provides this data to our clients on a daily basis.
Payment Processing	Clients achieve many advantages and capabilities from our extensive experience with payment processing via such methods as via mail (i.e., Lockbox), pay-by-web, pay-by-phone, walk-in kiosks, etc.
Training	Conduent is committed to supplying ongoing training to our clients and other officials duly authorized to use the system throughout the contract. Our training program includes user guides that have the necessary information on how to operate all system features.
Public Information, Education, Website, and Public Safety Inserts	We have assisted more than 50 clients in presenting automated enforcement systems to the media and citizens. Our public safety education program experience includes every aspect of developing, implementing, enhancing, and operating a comprehensive enforcement system, including the program's start-up, location of cameras, and the introduction to recent technologies and equipment.
Compliance	Our complete photo enforcement program complies with all federal, state, and local laws; rules; and regulations. We only act as authorized by law when performing under the contract for our clients.
Law Enforcement	Our solution allows multiple law enforcement agencies to collaborate efficiently and effectively within an integrated platform tailored to their specific needs.
Maintenance	The maintenance program uses a customized approach specifically designed to provide the City with a service-based solution that focuses on the unique requirements of the Program. This includes all maintenance policies, practices, and procedures to provide applicable preventive, predictive, and corrective maintenance for the systems.

For additional details, consult Section 4 Project Approach.

3. Executive Summary [RFP 3.3]

The City of Richmond's objective is the deployment, operation, and maintenance of a highly effective and cost-efficient Photo Speed Enforcement program. Conduent is a reliable partner recognized as a highly successful innovator within the photo enforcement industry.

REQUIREMENT: RFP Section 3.3

This tab should provide a brief summary of the proposal's contents, emphasizing any unique features or strengths of the proposed photo speed monitoring system. The Executive Summary should not exceed three (3) pages in length.

The City of Richmond is looking for a turnkey photo speed violation monitoring system that is modern, innovative and operates in accordance with Virginia Code 46.2-882.1. Conduent State & Local Solutions, Inc. ("Conduent") is pleased to submit our detailed and compliant response to the City of Richmond.

To help meet your public safety goals and objectives and exceed your expectations, we are excited to demonstrate Conduent's ability to partner with the City. We are also confident in our ability to accomplish these goals by leveraging the vast number and scale of our system installations and our approach to the ongoing maintenance and upkeep of these systems. These factors delivered tangible results and further demonstrated throughout the strong, long-term relationships that we successfully formed with our clients for over 27 years.

Providing the City with a partner that has extensive experience in the industry, we also innovate and deliver the latest technology platforms for photo speed enforcement programs including ongoing service and support resources. Combined with our proven project management methodology, we deliver client-specific programs that produce the desired results of reducing speeding in your school crossing zones.

Our principal strategy is to partner with you to develop a speed camera-based traffic enforcement program that not only meets but exceeds your needs. By doing so, we can provide the City with the best customer experience while improving driver safety. With this approach, we have built client partnerships based on trust and delivery/operational excellence, and, consequently, we have one of the highest renewal rates in the industry for the programs and services that we deliver.

Proposal Contents and Unique Features and Strengths of our Solution

Speed Enforcement Experience and Technology

Conduent has the most experience with photo speed enforcement solutions in the industry including substantially more programs that require regular rotation of camera systems for school zone enforcement than the competition. We have programs such as Montgomery County with approximately 100 Speed systems and growing, Prince Georges County with over 65 speed cameras, and our 3 Virginia speed programs with City of Fairfax, City of Manassas, and recently signed Fairfax County which is likely to approach 80 cameras or more in the next couple of years.

Our VITRONIC POLISCAN speed camera system is by far the most advanced and capable system in the industry. The VITRONIC POLISCAN system is a dual 12 megapixel system with scanning LiDAR which is significantly more capable than all other competitors' systems, and it is tailor made for deployments throughout the City. Some of our competitors claim to have a LiDAR system in which they are using a very crude single beam system with low quality imagery for violations captured. Our system provides crystal clear photos regardless of time of day and weather and correctly captures all violations when they occur, even side by side, without having to guess who the violator is. This is done as our system puts an evaluation template on the rear of each violators vehicle at the time of capture and as this is a dual camera system, even in cases when there are multiple violations occurring simultaneously the VITRONIC POLISCAN system will capture all violations that have occurred.

Our systems will be deployed in Portable Camera Unit ("PCU") enclosures equipped with 24/7 live streaming functionality to locations chosen by the RPD. Our field service technicians ("FSTs") will be centrally located in a facility within the City allowing them to quickly respond to any requests for camera moves or maintenance required. Our PCUs are equipped with anti-graffiti paint as well as anti-vandalism properties making them less susceptible to damage.

Our latest iteration of our CiteWeb® database is the most capable in the industry. We built this solution from the culmination of experience we have in conjunction with direct feedback from our many clients. The result is a highly capable, fully transparent database that allows our users to easily search data captured; store notes pertaining to the violations; approve or reject violations and run reports for data captured on the program.

Our CiteWeb database is accessible through all mobile devices including Apple and Android and allows the user to perform numerous functions with ease. In addition to CiteWeb we provide our Conduent Business Intelligence (CBI) dashboard to our clients. CBI is fully customizable, both for what is needed today as well as where you choose to take your program in the future. Any data captured by our cameras is available in the dashboard for quickly drilling down on various metrics such as vehicle passes, speeds, issuance rates, and uptime. Our interactive maps of the City show color-coded traffic light icons for our installed systems, allowing you to quickly see if the cameras are operational.

4. Project Approach [RFP 3.4]

The City of Richmond requires a comprehensive solution that includes the best technology to fit your speed enforcement needs. Our technology, citation management, and reporting solutions, along with our committed team of professionals, will not only meet, but will exceed the City's requirements.

REQUIREMENT: RFP Section 3.4

This tab should describe in detail the Offeror's proposal for the performance of the requirements of this [Statement of Needs](#) including, but not limited to, the following:

4.1 Data Collection and Image Transfer [RFP 3.4.A]

REQUIREMENT: RFP Section 3.4.A

A. Describe the process of collecting data and image transfers and explain why that process can be considered a secure chain of evidence.

CiteWeb® is used for processing violations captured by all enforcement cameras, storing notes from customer service inquiries related to a citation, reporting on the various status of the violations, and court preparation as well as adjudication.

Protecting the City's data is important, and CiteWeb receives secured violation evidence that is generated from the camera system and transferred using File Transfer Protocol (FTP) or Secure File Transfer Protocol (SFTP) across a Cisco Virtual Private Network (VPN) router. Our global network support team monitors these connections and performs ongoing support of this network. A Cisco enterprise router protects the security of these images during the download process. In addition, the violation data is secured through multiple levels of security and encryption to ensure the integrity of each violation.

Through CiteWeb, City employees will be able to capture, track, process, store, and identify violating vehicles and the corresponding vehicle owners.

Our image and infraction data on all enforcement camera types is **secured** at the time of the violation **using advanced encryption standard (AES-128)**. Conduent will use a remote data collection process downloading data from enforcement cameras via remote downloads through modems and routers at each camera. These downloads are fully secure. This method allows us to generate the necessary scripts to ensure frequent downloading and processing of captured events, shortening any queue time and making the overall process more efficient.

This data transfer provides the most reliable transmission method and maintains the strongest chain-of-evidence process for moving incident data from digital cameras to the server for processing. For this we are using industry standards with state-of-the-art equipment produced by Cisco Systems robust enough to support machine to machine (M2M) applications with high-speed data transmittal.

Upon recording an incident at the point of capture, the resulting images and video are at once embedded with a data bar that includes crucial data, such as the date, time, location, and amber phase duration. These scene images are instantly encrypted and secured.

Industry standard Advanced Encryption Standard (AES) is used to encrypt audiovisual content. AES is the first and only publicly accessible cipher approved by the US National Security Agency (NSA) for protecting top secret information.

The case file, metadata, and vehicle pass data is then transmitted from the roadside to our data center within thirty (30) minutes and loaded into CiteWeb, our centralized violation management platform. For this sequence, we use Secure File Transfer Protocol (SFTP) across a Cisco Virtual Private Network (VPN) router to protect image security during the download process.

Multiple levels of security and encryption protect the data to secure violation integrity. Our global network support team monitors these connections and performs ongoing support.

4.2 Image Samples [RFP 3.4.B]

REQUIREMENT: RFP Section 3.4.B

Provide image samples captured by the Offeror's system (video and still photographs taken from video) to demonstrate compliance with section 2.4.2 herein.

The VITRONIC POLISCAN system's twin-camera solution functions effectively in all weather and lighting conditions. The high-resolution twin-cameras incorporate high dynamic-range sensors specially designed for a wide variety of lighting circumstances. A camera's dynamic range determines how well it adapts to changes in lighting, such as when the sun reflects off a license plate. When combined with a short duration, low visibility flash, the offending vehicle's make, model, and license plate are clearly identifiable in each image. Automated enforcement countermeasures, such as license plate covers, are ineffective, because of the heightened performance of the high dynamic range cameras.

The VITRONIC POLISCAN system can effectively compensate for minimal and even moderate vehicle vibration because of the scanning LIDAR vehicle detection. The scanning LIDAR covers a "fan" of over 15,000 invisible laser pulses that scans the complete roadway every second. With this, the system creates a real-time image of the traffic situation including position, velocity and class of all vehicles within the measuring range. The accuracy of the measurements are not affected by movement of the vehicle or even the system itself. Even if an operator mistakenly misaligns the system during operation, it will provide feedback in the software that the system needs to be realigned.

High Dynamic Range Images Speed Enforcement Samples

The following Table and Figures are samples of high dynamic range images.

Table 4.2-1. Sample VITRONIC POLISCAN System Speed Violation Sets

Environment	Figure
Daytime – Fair	Figure 4.2-1
Daytime – Rain	Figure 4.2-2
Daytime – Snow	Figure 4.2-3
Nighttime – Fair	Figure 4.2-4
Nighttime – Rain	Figure 4.2-5
Nighttime – Snow	Figure 4.2-6



Figure 4.2-1. Daytime Fair Conditions



Figure 4.2-2. Daytime Rain Conditions

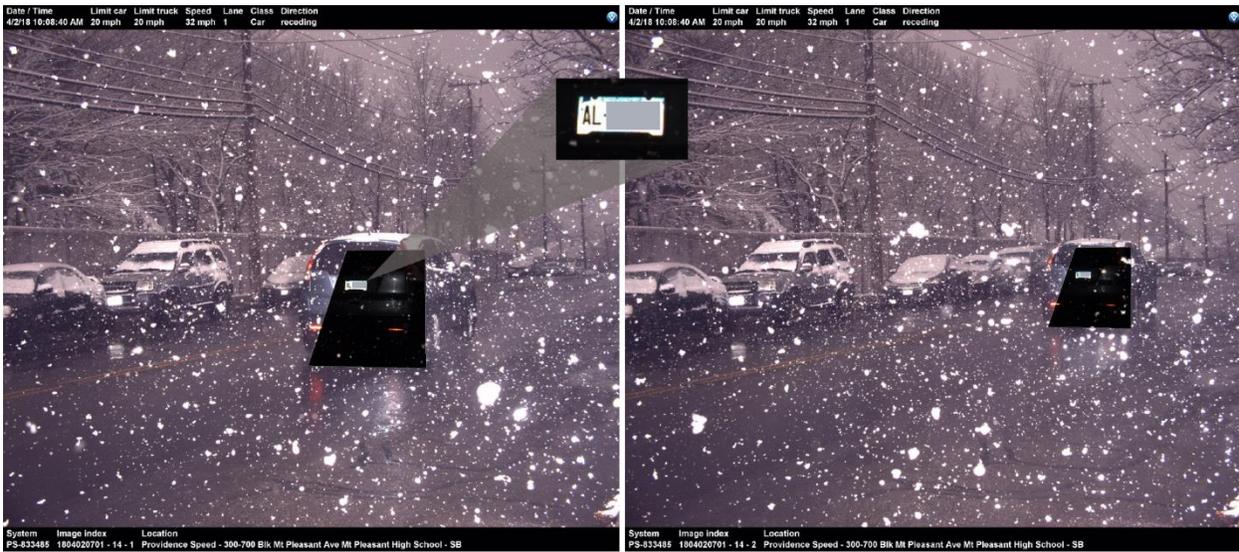


Figure 4.2-3. Daytime Snow Conditions



Figure 4.2-4. Nighttime Fair Conditions



Figure 4.2-5. Nighttime Rain Conditions

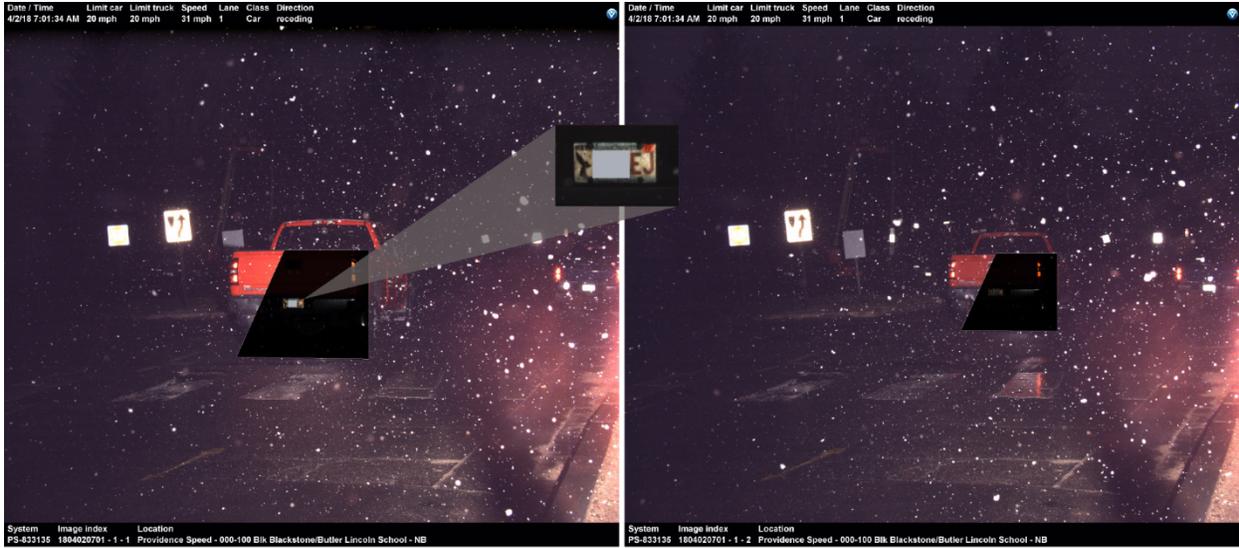


Figure 4.2-6. Nighttime Snow Conditions

4.2.1 Image Quality / Communication interface and Linkages [RFP 2.4.2]

REQUIREMENT: RFP Section 2.4.2

1. Images captured by the Photo Speed Monitoring System must be clear and suitable for identification and submission purposes as evidence in court.
2. Each recorded image produced by the Photo Monitoring System must include an imprint of the date and time stamp and sequence number along one edge of the image that does not obstruct the center of the image.

Each recorded image produced by the Photo Monitoring System must show all of the following:

- a) The scene location where violation occurred.
 - b) The motor vehicle during violation and rear license plate of vehicle.
 - c) The day, month, and year of violation.
 - d) The time of violation in hours, minutes, and seconds.
 - e) The amount of time that has elapsed since the light turned red.
 - f) The frame sequence number.
3. The Contractor shall be responsible for the design, deployment, maintenance, and operating costs of all communication linkages necessary to operate the Photo Speed Monitoring System as well as the costs associated with developing and maintaining appropriate communications linkages with the networked workstations provided to City personnel in addition to access from City provided devices.

Images captured by our Photo Speed Monitoring System are clear and suitable for identification and submission purposes as evidence in court. They include:

- The scene location where the violation occurred
- The motor vehicle during violation and rear license plate of vehicle
- Date and time (day, month, and year) of the violation
- Location of the violation
- Time of violation in hours, minutes, and seconds
- Frame sequence number
- Non-obstructing date and time stamp imprint in image

We agree to be responsible for the design, deployment, maintenance, and operating costs of all communication linkages necessary to operate the Photo Speed Monitoring System as well as the costs associated with developing and maintaining appropriate communications linkages with the networked workstations provided to City personnel in addition to access from City provided devices.

4.3 Service Procedures & Response Times for Repairs and System Errors [RFP 3.4.C]

REQUIREMENT: RFP Section 3.4.C

Provide the Offeror's service procedures and response times for repairs and system errors.

Our extensive experience with automated enforcement programs during the last 27 years has helped the industry define how fully-fledged maintenance programs should perform.

Conduent provides complete maintenance services for all aspects of our photo enforcement programs. We pride ourselves on our high standards of service and maintenance. In many of our programs, our average operational uptime is 99 percent, with less than 1 percent of downtime due to scheduled maintenance, testing, and repairs that require our technicians to take the system offline.

Our maintenance approach integrates reliable system components and includes all maintenance policies, practices, and procedures to provide applicable preventive, predictive, and corrective maintenance for the systems. We carefully manage and execute maintenance activities to minimize intrusion on the enforcement environment. Preventive and corrective maintenance practices keep the systems active and operational. We document each activity performed accurately and completely for historical and reporting purposes within the Computerized Maintenance Management System (CMMS).



Conduent Maintenance Best Practices

- Seamless maintenance integration
- Solid and proven maintenance methodologies
- Rapid Response and Repair of Corrective Maintenance
- Improved inventory and asset management practices
- Computerized Maintenance Management System (CMMS)
- Predictive, Preventative, and Corrective Maintenance

Maintenance Activity

Many factors contribute to a successful maintenance program, and our team's primary gauge is end-to-end system availability. We design, plan, manage, staff, schedule, and execute a maintenance approach to maximize availability. The result is a program built specifically around the needs of the City combining a preventive, predictive, and corrective maintenance program that creates high levels of availability in all functional areas of the automated traffic enforcement environment.

Corrective Maintenance

Since corrective maintenance translates directly to system downtime, they are our technicians' highest priority. We focus on restoring the sites to functional compliance in the shortest possible time.

The technician travels in a van that is equipped with the safety components, tools, and spares necessary to make repairs as quickly as possible. Our fully stocked technician vans are essential to camera system performance.

Service vehicles are equipped with external safety and security devices to protect the vehicle operator and the assets within. Vehicles are also stocked with sufficient safety cones, flares, lighting, medical kits, fire extinguishers, jumper cables, safety vests, hard hats, GPS modules, and communication devices. Vehicles have security measures to protect onboard assets and inventory.

All maintenance activities are documented in our CMMS and available for reporting purposes. For each system or component failure, CMMS work orders are entered into the system. All work order entry data are available for reporting within the CMMS.

The reporting capability within the CMMS allows us to supply the City with a monthly report that includes all maintenance performed, all system errors identified, and a total system availability time of each camera site.

Figure 4.3-1 presents a sample report generated from the CMMS providing data specifically related to corrective maintenance.

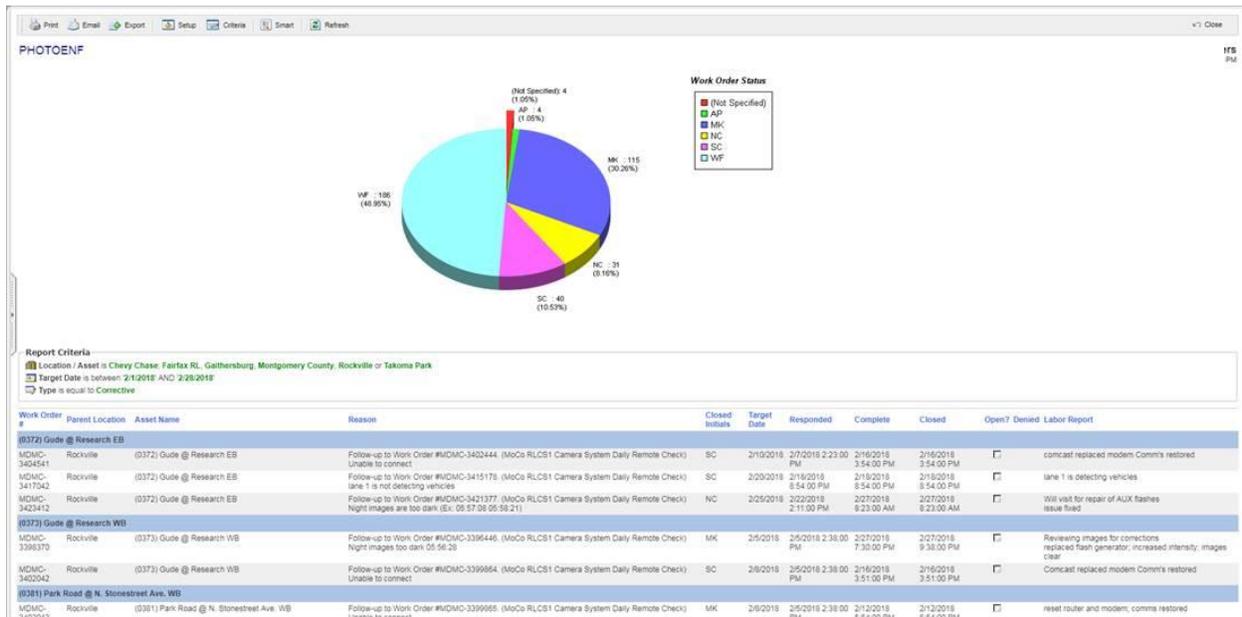


Figure 4.3-1. Sample Corrective Work Order Report
 Maintenance activities require work order generation for historical purposes.

Escalation of Problems

Implementation and operation of the program involves the daily coordination of a complex set of factors both large and small. In the event that an issue arises which challenges the onsite project management team and City representatives, our staff contacts additional backup and support personnel, subject matter experts, and other corporate resources to help resolve critical issues and provide the program's continuity and success. The key to the resolution of issues is keeping both the City and Conduent management teams well-informed of potential issues and possible solutions throughout the contract.

In addition to Corrective maintenance, we perform Preventative and Predictive maintenance to minimize the need for corrective maintenance down the road.

Preventive Maintenance

- Daily Real-Time System Remote Monitoring Support
- Onsite Fixed Preventive Maintenance Support
- Annual System Calibration Certification

Predictive Maintenance

- Failure analysis is performed to predict potential or repetitive failures
- Ensuring installed assets continue to meet expected performance levels
- Maintenance manager generates a predictive maintenance schedule on a monthly basis once we compile sufficient historical data

Figure 4.3-2 represents a sample preventive maintenance schedule report using the CMMS report module.

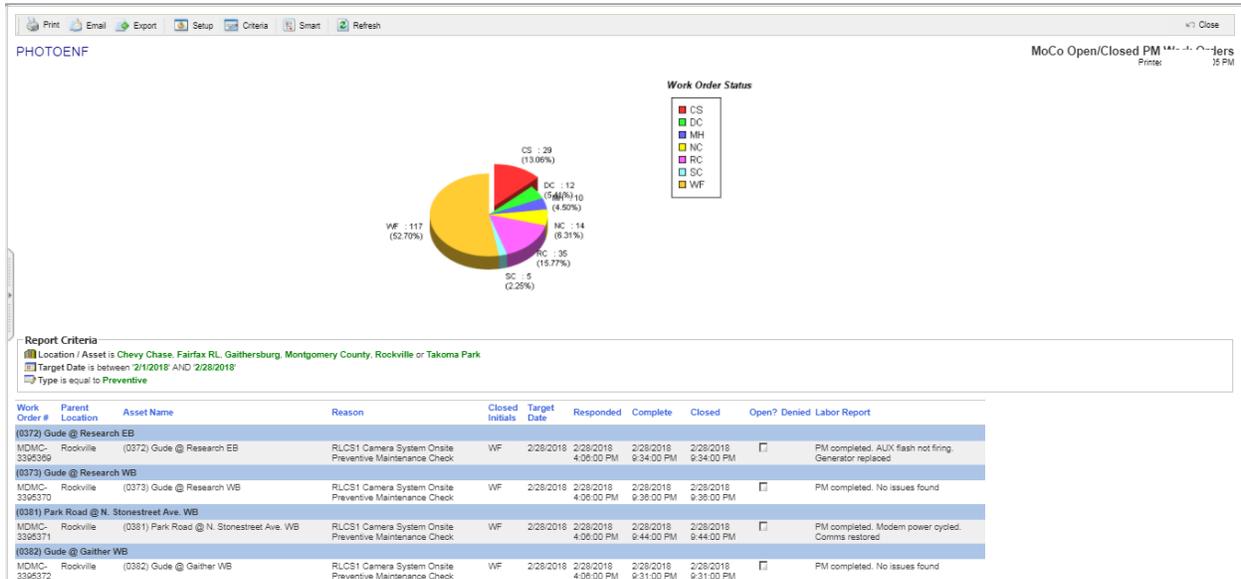


Figure 4.3-2. Preventative Maintenance Schedule
 Provides a summary report of the last and next scheduled onsite PM check.

CMMS as Database of Record

The CMMS maintenance application tracks all preventative, predictive, break-fix, and open work orders for all equipment so a record of work is always available. The application in addition to maintenance-related activities maintains all records on inventory and rotation schedules.

As the database records all things related to field operations, it will contain all data elements needed for the City's reporting requirements. The daily and monthly reports will be built, and the format approved by the City. Once complete, the reports will be generated on an approved schedule and submitted.

The daily report will cover all tasks completed that day including all work orders, daily calibration/deployment log, and camera relocation details. The monthly report will include a rollup of all maintenance performed, system errors (hardware or software), and non-operational time by location and system.

As a robust, proven, and capable maintenance application, CMMS will provide complete transparency into everything occurring on the program and provide easy access to historical data when future requests are made.

4.3.1 Maintenance [RFP 2.5]

REQUIREMENT: RFP Section 2.5

The Contractor must bear all responsibility for the maintenance, calibration, and power source replacement for the equipment, and must bear all other equipment-related costs to include repairs or replacement due to damage, vandalism, loss, and theft. The Contractor shall acknowledge any maintenance or repair request from the City within 24 hours of receipt of that request. The Contractor must repair all equipment suffering damage within 72 hours of receipt of notice from the Program Manager. Furthermore, the Contractor must replace any stolen or inoperable equipment within 72 hours of receipt of notice from the Program Manager. The Contractor shall provide a monthly report to the Program Manager that details all maintenance performed; all system errors identified; and the total non-operational time for each camera deployed in a Designated Location. In addition, the Contractor shall provide a tracking system for monitoring and reviewing the status of technical issues identified by City personnel.

Conduent will bear all responsibility for the maintenance, calibration, and power source replacement for the equipment, and all other equipment-related costs to include repairs or replacement due to damage, vandalism, loss, and theft.

All aspects of Conduent photo enforcement systems are serviced and maintained by highly qualified field technicians. We will be responsible for repairing or replacing any system component stolen, damaged, or rendered inoperable due to vandalism, and **will acknowledge any maintenance or repair request from the City within 24 hours of that request.**

All necessary repair, damage or replacement activities will be performed within 72 hours of notification by the Program Manager. As we will have a local office in the City for maintenance and ample spare systems, we expect to exceed this requirement. Through our CMMS, we agree to provide the City with a monthly report that details all maintenance performed, all system errors identified, and the total non-operational time for each camera deployed in a Designated Location. A tracking system for monitor and review of technical issues identified by City personnel is also available.

4.4 Methods for Calibrating LIDAR Technology [RFP 3.4.D]

REQUIREMENT: RFP Section 3.4.D

Explain the Offeror's methods for calibrating the LIDAR technology of the Photo Monitoring System.

Calibration

Every speed system undergoes an annual calibration check that is kept on file and provided to the Richmond Police Department as well as included in any court packets for contested citations. Conduent will cover the cost of all calibration activities. Furthermore, each camera system undergoes a daily self-test prior to producing a recorded image. The VITRONIC POLISCAN system will not be able to go into operation if the annual calibration has not been performed, or should the daily self-test fail for any reason preventing the potential issuance of any violations which is a distinct advantage over competitors' systems.

Calibration is done through an intricate process by the manufacturer to ensure proper operability. After calibration is completed, we provide the City with a calibration certificate stating

the device meets the requirements and tolerances specified in the manufacturer's calibration directive. Additionally, it is logged within our Computerized Maintenance Management System (CMMS). Reports are available on a specified schedule including performed maintenance, identified system errors, corrective action taken, and operational uptime.

The camera systems have an internal clock that is programmed to alert the field service technicians when the required new calibration date is approaching. In the event that new calibration was not performed, the system will cease all operability preventing any possible issuance of violations until the calibration has been performed and the internal clock reset.

In addition, VITRONIC POLISCAN performs a daily self-test which conducts internal checks that provide confidence in the correct operation of the system while disabling operation in case of a failure.

An example of a calibration certificate is available in Section 4.9.1 of this response.

4.5 Equipment Requirements [RFP 3.4.E]

REQUIREMENT: RFP Section 3.4.E

Explain how the Offeror will meet the requirements of section 2.1 (1), section 2.2 (1b), section 2.2 (1c) herein.

4.5.1 Selection of Designated Locations [RFP 2.1 (1)]

REQUIREMENT: RFP Section 2.1 (1)

1. Within 30 calendar days of the Commencement Date of the Contract, the Contractor shall provide the Program Manager with a written list of 50 potential enforcement locations within the city of Richmond for speed violation photo-monitoring. For each of the proposed locations, the Contractor shall provide an explanation for its selection addressing the following factors: the accident rate for the location, the rate of speeding violations occurring at the location (number of violations per number of vehicles), the difficulty experienced by law-enforcement officers in patrol cars or on foot in apprehending violators, the ability of law enforcement officers to apprehend violators safely within a reasonable distance from the violations, and the risk to pedestrians.

Having installed more than 2,000 camera systems worldwide, our experience developing designs and installation plans, as well as obtaining permits and licenses helps ensure a smooth installation.

Our methodology is to design a specific camera solution for each photo speed enforcement approach. Every approach presents a unique set of conditions. **Within 30 calendar days of the Commencement Date of the Contract, we will provide the Program Manager with a written list of 50 potential enforcement locations within the city of Richmond**, using the following questions as a guide for selection:

- How many lanes?
- Is there heavy truck traffic?
- Is this a high-volume thoroughfare, a main artery, or a special enforcement zone, such as a school zone or near a hospital?
- What is the speed limit on this road?
- What are the City's business rules that define a violation?
- What is the accident rate for the location?
- What is the rate of speeding violations occurring at the location (number of violations per number of vehicles)?

- What is the difficulty experienced by law-enforcement officers in patrol cars or on foot in apprehending violators?
- What is the ability of law enforcement officers to apprehend violators safely within a reasonable distance from the violations?
- What is the risk to pedestrians?

We will provide the City with an explanation for our selections regarding the above factors.

Our engineers and image quality specialists conduct a detailed site review of the approach to include several factors such as the number of vehicles passes, the times/day of the week for the speeds of the passes as part of the design and engineering process and recommend the correct camera configuration. Based on the number and types of enforceable lanes, these configurations can be designed to cover four or more lanes of traffic.

When sections of roadways are reviewed for violation enforcement, no two are alike. An experienced Implementation Manager and the team assembled by Conduent adjust plans and procedures to meet the City's criteria for installation and construction. To meet local codes, maintaining our solid working relationship with the City's Traffic Engineer will assist in a smooth transition.

For any location identified for further analysis, we will perform further assessments and analysis as requested by the City. We understand the City will review these results and select the locations in which a Photo Speed Monitoring System will be implemented. If any proposed locations are rejected by the City, we will propose a new location in its place to meet the requirements in Section 2.1(A).

Conduent has requirements for how the system equipment should be installed to achieve maximum utility. Conduent engineering staff share this information for review and approval with the City's Traffic Engineer. The information exchange will include optimum equipment locations for the equipment including camera system and signage.

Site selection is the sole purview of the City. At times, however, safety concerns or impediments to proper site installation are found in the existing environment. For many, our engineering team can make accommodations to work around the issue, although some may require consideration of an alternate location due to pre-existing conditions, such as physical obstructions that are not cost-effective to alter. In these situations, the Conduent Implementation Manager typically advises against using that site. Our recommendations are often to choose an alternative site; however, it is always at the discretion of the City to agree to the alternative or to proceed with recommended changes to the physical environment.

Table 4.5.1-1. Equipment Requirements [RFP 2.2]

RFP Requirement	Compliant Y/N	Explanation
1. The Contractor shall provide a Photo Speed Monitoring System that is both stationary while deployed as well as able to be relocated and redeployed at the discretion (and under direction) of the City. Relocation of equipment upon direction by the Program Manager will be at the expense of the Contractor and must occur within 3 business days of the request being made by the Program Manager. All equipment will remain property of the Contractor, and the Contractor releases the City from any and all liability for damages, including damages caused by normal wear and tear, vandalism, accidents, malfunction of City-owned equipment, and severe weather. The risk of loss for all of the Contractor's equipment remains solely with the Contractor.	Y	We comply with this requirement, and will maintain the equipment, as detailed in Section 4.03 of this response.
A. The Contractor shall provide all equipment for the Photo Speed Monitoring System to include, but not be limited to, software, hardware, camera, computer interfaces, communication linkages, and any necessary appurtenances to support a fully functional Photo Speed Monitoring System. In addition, the Contractor shall provide, for the City's use, two (2) computer workstations consisting of one (1) desk top and one (1) laptop. The workstations shall be networked to the Photo Speed Monitoring System database and shall provide for on-line monitoring of the Photo Speed Monitoring System by City personnel. The location of the workstations shall be as designated by the City.	Y	
B. Each Photo Monitoring System must be compatible with all City of Richmond traffic regulation equipment, including:	Y	
1. Standard laptop, Microsoft Windows 10 Operating System;	Y	
2. Standard desktop computer, Microsoft Windows 10 Operating System;	Y	
3. IOS, Android, and Windows for Mobile standard tablet devices with WiFi or 3G or above cellular coverage;	Y	
4. IOS, Android, and Windows for Mobile standard smart phones with WiFi or 3G or above cellular coverage;	Y	
5. Internet Explorer web browser;	Y	
6. Google Chrome web browser; and	Y	
7. Firefox web browser	Y	
C. The Contractor's Photo Speed Monitoring System shall be state-of-the-art and able to automatically detect a vehicle that is violating the posted speed limit in the Designated Location.	Y	We comply with this requirement, and further details on this are provided in Section 4.5.3 and 4.16 of this response.
D. The Contractor shall provide a Photo Speed Monitoring System with the following features, at minimum:	Y	
1. The camera shall use a digital media. Film based will not be accepted. The Photo Speed Monitoring System should use a combination of high resolution still images with an output in excess of 3,000 x 2,000 pixels per frame/image and full motion digital video technologies.	Y	We exceed this requirement as our equipment uses dual 12 mega pixel cameras for a combined 24 mega pixels of enforcement producing crystal clear images. Details on this are provided in Section 4.16 of this response.

RFP Requirement	Compliant Y/N	Explanation
<p>2. The Photo Speed Monitoring System must imprint violation information on the image at the point-of-capture. Information must include, but not limited to, location, date, vehicle speed, duration red phase (in 1/10ths time format), duration of the amber phase (in 1/100ths time format) and elapse time between images.</p>	Y	We comply with this requirement, however there is no duration of red phase or amber phase since those are for Red Light camera systems
<p>3. At a minimum, the Photo Speed Monitoring System shall be capable of photographing the rear of the vehicles whose drivers commit speed violations. The camera shall have the capability to obtain a clear image of the rear of vehicles to clearly identify the license plate regardless of time of day, light conditions or weather conditions. Furthermore, a license plate image shall be provided by the Photo Speed Monitoring System that is clear and legible. The license plate image used to obtain the registered owner's name and address must be identified from one of the photos/videos depicting the actual violation. The Photo Speed Monitoring System must clearly photograph/video the violations displaying the violation speed and speed limit. The Contractor shall capture at least three photographs of each violating vehicle. Multiple photographs are required to eliminate the possibility of misidentification of the violating vehicle. The images captured should be of the violating vehicles license plate upon approach of the photo speed enforcement system as the violation occurs or of the vehicles license plate directly after the violation occurs.</p>	Y	We comply with this requirement. Our systems have been used in all weather conditions and some of the most diverse climates successfully such as Canada for extreme cold and Saudi Arabia for extreme heat. Our system clearly identifies the violator every time even when multiple violations occur simultaneously. Details on our approach to capturing speed violations are available in Section 4.5.3 of this response.
<p>4. The Photo Speed Monitoring System shall generate secured violation evidence that can be communicated to and processed using the Contractor's supplied or operated photo enforcement processing systems.</p>	Y	We comply with this requirement. Details are available in Section 4.10 of this response.
<p>5. The Photo Speed Monitoring System shall be fully suitable and functional for unattended use under all weather and ambient light conditions.</p>	Y	We comply with this requirement. Details on our approach to capturing speed violations are available in Section 4.15 of this response.
<p>6. All Photo Speed Monitoring System component operations should be synchronized to a single, standard, independent, external and verifiable time and date source.</p>	Y	Conduent systems are readily capable of being synchronized to a single time source which is in turn synchronized to an atomic clock.
<p>7. The Photo Speed Monitoring System shall be capable of being flexibly configured to address the specific number of lanes to be enforced at each direction of travel at the site.</p>	Y	We comply with this requirement. Details on are available in Section 4.15 of this response.
<p>8. The Photo Speed Monitoring System shall be capable of capturing multiple, license plate images displaying the characters and numbers on reflective and non- reflective license plates.</p>	Y	We comply with this requirement. Details on are available in Section 4.15 of this response.
<p>9. The Photo Speed Monitoring System shall be capable of identifying vehicles traveling through a School/Work Zone 10 MPH or more above the posted or active speed limit and recording a series of violation images that track the whole violation event.</p>	Y	We comply with this requirement. Details on are available in Section 4.15 of this response.

RFP Requirement	Compliant Y/N	Explanation
10. The Photo Speed Monitoring System shall provide 24/7 "live" stream monitoring and viewing capabilities.	Y	
11. Ability for the City to review stored video and photo footage of violations for a minimum of 45 days from recording date.	Y	
E. The Photo Speed Monitoring System shall have sufficient data processing capability and associated equipment to record and document speed enforcement data for record keeping and court adjudication. Additionally, it shall be capable of collecting detailed computer data for statistical analysis and the ability to produce histograms and other graphical depictions for submission in court proceedings and analysis.	Y	Our Photo Speed Monitoring System has sufficient data processing capability and equipment for recording and documentation of speed enforcement data. Further details are available in Section 4.9.2 of this response.
F. All equipment shall remain the property of the Contractor during the term of the Contract. The Contractor shall be responsible for the removal of all equipment, less loop detectors, and restoration of all sites to their original condition at the expiration or termination of the Contract or otherwise at the direction of the City.	Y	

4.5.2 Compatibility [RFP 2.2 (1b)]

REQUIREMENT: RFP Section 2.2 (1b)

Each Photo Monitoring System must be compatible with all City of Richmond traffic regulation equipment, including:

1. Standard laptop, Microsoft Windows 10 Operating System;
2. Standard desktop computer, Microsoft Windows 10 Operating System;
3. IOS, Android, and Windows for Mobile standard tablet devices with WiFi or 3G or above cellular coverage;
4. IOS, Android, and Windows for Mobile standard smart phones with WiFi or 3G or above cellular coverage;
5. Internet Explorer web browser;
6. Google Chrome web browser; and
7. Firefox web browser

Our Photo Monitoring System is compatible with Internet Explorer, Google Chrome, and Firefox web browsers, as well as all City of Richmond traffic regulation equipment to include:

- Standard laptop, Microsoft Windows 10 Operating System
- Standard desktop computer, Microsoft Windows 10 Operating System
- IOS, Android, and Windows for Mobile standard tablet devices with WiFi or 3G or above cellular coverage
- IOS, Android, and Windows for Mobile standard smart phones with WiFi or 3G or above cellular coverage

4.5.3 Automatic Detection [RFP 2.2 (1c)]

REQUIREMENT: RFP Section 2.2 (1c)

C. The Contractor's Photo Speed Monitoring System shall be state-of-the-art and able to automatically detect a vehicle that is violating the posted speed limit in the Designated Location.

Our VITRONIC POLISCAN system is state-of-the-art and able to automatically detect a vehicle that is violating the posted speed limit. This solution is currently being successfully utilized in numerous places such as Montgomery County, MD, Fairfax County, and City of Fairfax, VA.

The vehicle detection sensor in the VITRONIC POLISCAN system is an eye-safe scanning LiDAR. Within the measuring area, the system analyzes the reflected laser light from the scanning LiDAR at a rapid rate, filtering out vehicles from non-vehicles. **Upon detection of the presence of vehicles in the Designated Location, it tracks each vehicle's precise position independently.** The system computes and records the average speed of each vehicle as it travels through the Designated Location, autonomously analyzing the quality and confidence levels of the measurements and eliminating those outside of its tolerances.

If the measured speed of a vehicle exceeds the user-adjustable speed limit threshold, the system triggers one of the twin-cameras to record two consecutive images. The software automatically chooses the appropriate camera to record the images, based on the focal length of the camera lens. An evaluation template clearly identifying the violator is placed on each of the recorded images that correctly assigns the measured speed to the offending vehicle. Visible on the violation image, the evaluation template consists of a frame around the detected vehicle that is automatically generated by the software at the time of the violation. The VITRONIC POLISCAN system is the most accurate and capable system in the industry by a wide margin. The system records more vehicle passes, captures more violations leading to a higher issuance rate, has clearer images, and a lower adjudication rate than all competitors systems.

4.6 Deployment [RFP 2.11]

REQUIREMENT: RFP Section 2.11

The Contractor shall complete a deployment of up to 26 movable cameras within 60 days of the Commencement Date of the Contract.

We will provide the hardware necessary to make this a successful Photo Speed Enforcement Equipment and Service program, to include up to 26 movable cameras that will be installed within 60 days of the Commencement Date of the Contract. Due to supply chain issues, to meet this requirement Conduent will begin enforcement with existing systems that may have some changes to functionality from the new systems which will be installed upon receipt from the manufacturer. Further details on the state-of-the-art camera equipment that we will provide to the City are available in Section 4.15 of this response.

4.8 Examples of Forms [RFP 3.4.F]

REQUIREMENT: RFP Section 3.4.F

Provide examples of the forms the Offeror has created for other clients similar to those forms required by section 2.6 (1) herein.

4.8.1 Issuance of Summonses [RFP 2.10]

REQUIREMENT: RFP Section 2.10

1. The Contractor shall issue summonses pursuant to Va. Code section 46.2-882.1. Printed summonses issued by the Contractor shall be in compliance with state and local law, including but not limited to section 46.2-882.1 of the Virginia Code, and shall include court-approved language, the date and time of the violation, the location of the intersection, the amount of the penalty imposed. Every such mailing by the Contractor to violators shall include, in addition to the summons, a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in section 46.2-882.1(B)(3) of the Virginia Code and (ii) instructions for filing such affidavit, including the address to which the affidavit is to be sent. All summonses issued by the Contractor pursuant to this Contract shall be on forms approved by the City.

2. The Contractor shall view all recorded event images and enter event data including:

The vehicle registration plate numbers and characters

- a. The state of issue for the vehicle registration plate
- b. The vehicle registration plate type
- c. The date of the violation event
- d. The time of the violation event
- e. The location of the violation event
- f. The photographs associated with the violation event

3. The Contractor shall view each image and make a preliminary decision whether (i) it meets the City's criteria of a speeding violation as defined in Virginia Code section 46.2-882.1, and (ii) to issue a citation or not based on the captured images. The Contractor shall review all recorded images to ensure the recorded images comply with the Business Rules. If the City criteria are not met, the Contractor shall enter the appropriate City defined explanation code. If the photograph does appear suitable for issuance of a citation, the Contractor shall prepare the image for City staff verification. The Reviewing Officer will determine whether the citation meets the criteria to issue a summons and approve or disapprove for issuance.

4. The Contractor shall create an image by cropping, scaling, and adjusting brightness, contrast, and other features in order to maximize the clarity of the registration plate. The Contractor must obtain registered owner information from City personnel. The Contractor shall then enter the registered owner's information into the system with the violation images for billing process. The Contractor shall prepare and print citation notices for all City approved violations as approved by the Reviewing Officer and prepare evidence packages for court. First notices must be color photos and must be mailed within five (5) days after the alleged violation is approved by the Reviewing Officer.

5. The Contractor shall send a second follow-up notice to any violator in the event of non-response after a City specified timeframe. The Contractor's proposed violation processing system shall contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow-up notices are not erroneously sent to violators.

6. Second notices must inform the violator that their fine is past due and will include all information included on the first notice including all photographs. Second notices may be black and white photos.

7. If on the 15th business day after the Contractor mails the final notice to the violator, the violator has not made payment to the court or the Contractor, of the monetary penalty for the violation and the violation has not been dismissed or appealed, the Contractor shall send (i) a communication to the City's collection attorney that includes a copy of the summons and the second notice, and (ii) a copy of the communication sent to the City's collections attorney to the Program Manager. The Program Manager shall provide contact information for the City's collection attorney and update that information promptly when and if it changes. The Contractor shall remit to the City all payments submitted by violators.

8. Procedures After Execution of Summons. The Contractor shall accept payment from violators pursuant to section 2.9 herein. If the Contractor receives payment for the monetary penalty associated with a summons, the Contractor shall notify the Reviewing Officer through the secure webpage that the monetary penalty for such summoned violation has been paid and provide the Reviewing Officer with evidence of the payment.

9. If on the 15th business day after the violator is found by the court to have violated applicable laws, the Contractor or the court, has not received payment for the monetary penalty for the violation and the Reviewing Officer has not notified the Contractor that the summons was dismissed by affidavit, dismissed by testimony in court, dismissed by submission of a certified police report, or appealed, the Contractor shall mail a second notice to the violator demanding payment for the monetary penalty within ten business days of the date of mailing.

10. If on the 15th business day after the date the second notice was mailed, the Contractor has not received payment for the monetary penalty for the violation and the Reviewing Officer has not notified the Contractor that the summons was dismissed by affidavit, dismissed by testimony in court, dismissed by submission of a certified police report, or appealed, the Contractor shall mail a final notice to the violator alerting the Vehicle Owner the matter will be sent to the City's collections attorneys if payment is not received within ten business days of the date of the mailing.

11. The Contractor shall provide the Reviewing Officer with a "court packet" through the secure webpage for any court date related to a summons issued by the Contractor. The Contractor shall provide the "court packet," consisting of a digital copy of all recorded

images (photograph and video) of the alleged violation and a copy of the summons executed by the Contractor, to the Reviewing Officer no less than 15 business days prior to the court date

12. The Contractor shall provide, when requested by the Reviewing Officer, court testimony by qualified witnesses knowledgeable on the theory, operation, and functional capabilities of the Photo Speed Monitoring System.

As the largest producer of photo enforcement, parking, and moving violation notices in the country, Conduent is uniquely positioned to offer successful photo enforcement notice generation capabilities and additional correspondence options.

Our system prepares and mails Notice of Violations and Summons for all chargeable infractions to registered Vehicle Owners through First-Class Mail, including subsequent noticing and correspondence. We collaborate with you during the implementation of the new program to determine the requirements. Our summonses will adhere to Va. Code section 46.2-882.1 and be in compliance with state and local law, and on forms approved by the City. Through our speed enforcement partnerships with the City of Fairfax, Fairfax County and the City of Manassas, Conduent is already familiar with the laws in the State. Ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through filing of an affidavit will be provided to the registered owner.

Reviewing Events and Processing Images

Quality Control

Conduent's team is cross trained on multiple processing functions within CiteWeb to provide timely processing of all events for the City. CiteWeb displays the list of downloaded deployments and personnel and then performs a cross-reference check to make sure that images, data, and video are available for a sample of events in Quality Control (QC) Review (Figure 4.8.1-1). Our QC Review queue is where senior personnel review the integrity of the deployment, including that the information embedded on the violation photo is accurate and consistent with the operator's log. They also confirm data bar accuracy, date/time accuracy, and overall image framing and perform an image/video quality review.

Our distinct personnel enter event data that includes:

- The vehicle registration plate numbers and characters
- The State of issue for the vehicle registration plate
- The date of the violation
- The time of the violation
- The location of the violation

Once our personnel have viewed each image and made a preliminary decision whether it meets the City's established criteria, we then prepare the image for City personnel to verify and complete final approval confirming the recorded image and data is a citable offense. If the City criteria are not met, we enter the appropriate City explanation (reject) code.

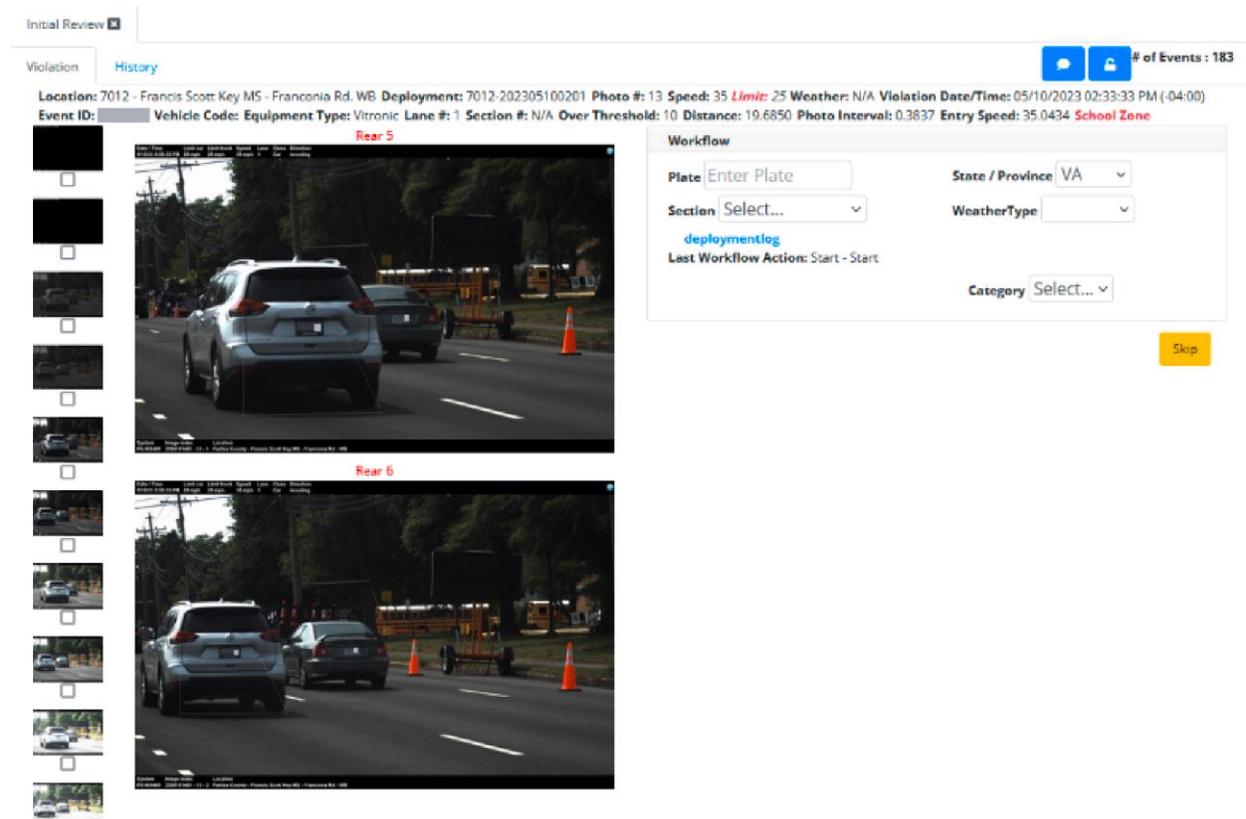


Figure 4.8.1-1. QC Review Main Page

*Individual events are displayed for the QC team to check accuracy of data and image and video quality. **Events can be individually accepted or rejected or in a group based on the City’s business rules.***

Initial Review Queue

The Initial Review queue within CiteWeb allows the City to review images and adjust for best quality. Our system allows for image enhancements such as brightness, contrast, sharpen, hue, zoom, blur and reverse images. Additionally the third image can be adjusted by **cropping, scaling** and appropriately **adjusting the image to maximize clarity of the registration plate.**

Within this queue, the user can select an area on any image and can zoom in on this area to magnify that region and then save this zoomed section as a sub-image of the license plate. It should be noted, however, that original images are never altered and are protected from any changes within our secured database.

Figure 4.8.1-1 shows the Image Edit screen and how to easily enhance images.

In Initial Review, Conduent personnel review the images and if the event is validated per the City’s Business Rules, the events are moved into a queue for **acquiring registered owner information, which will then be entered into CiteWeb with the images for billing process.**

Final Review and Approval

CiteWeb's approval function allows an easy final review/approval for the City's officers to meet all regulations before citations can be issued and mailed. When the officer receives the violation, it has already been reviewed by two different Conduent violation processors to verify that all the qualifications for a true violation have been met and that the registered owner motor vehicle information matches. Upon the City officer's approval of the violation, a citation is issued and a notice is mailed the next business day.

Citation notices for all City approved violations as approved by the Reviewing Officer will be included in evidence packages for court.

Mailing Services

We offer the City the latest advancement in back-end processing to enhance the industry-leading established CiteWeb violation management platform. The platform is a fully automated, customized noticing program providing end-to-end notifying and billing services. The system performs the following functions at no added cost:

- Preparing, printing, and mailing via First-Class Mail a Warning notice and a Notice of Violation for all chargeable violations to all registered vehicle owners
- Preparing, printing, and mailing via First-Class Mail a second notice for any infractions that remain unpaid as of their due date (at the direction of the City)
- Preparing, printing, and mailing via First-Class Mail a Transfer of Liability notice
- Providing subsequent noticing for default noticing and collection noticing
- Upon notification by the City, preparing and mailing Notices of Hearings to violators who elect to appeal the Notice of Violation
- Document imaging and automated attachment to the relevant violation

Mail is prepared for posting and transported to the United States Postal Service (USPS). CiteWeb produces a report that prints violation ticket numbers from a printed batch to track all violation citation packages and confirm they have been properly prepared, printed, and mailed. We also perform the following mailing functions:

- Collate violation ticket packages, automatically confirming the citation (mailed copy) and the accuracy of the registered owner's violation images
- Fold citations and insert into envelopes
- Insert one additional pre-printed insert, if required, and the payment return envelope
- Prepare the mail for USPS postage
- Track and record, for each infraction, the date the package is sent to post office for mailing
- Transport to the post office
- Send returned mail to customer service office for re-processing

We mail out vendor Notices of Violations via First-Class Mail. The first notice is mailed the next business day after police review of the incident. A second notice, created by the auto-scheduling feature within CiteWeb for all unpaid notices, is mailed if payment or request for hearing is not received as of the due date on the first notice. The auto-scheduling feature can be

set to run at a specific time, ideally overnight. Upon notification by the client, we prepare and mail Notices of Hearings to violators according to applicable ordinance requirements.

Conduent follows the national mail standards for photo enforcement citations, and a complete log of mail dates and infraction numbers can be easily reconciled with payments and adjudication serving as a certificate of mailing. All correspondence generated by the system must be approved in writing by the City prior to production.

To meet the specific needs of your community, we can easily customize citations to include information specific to the City. We can make any changes or edits as required or produce any new versions as requested. The system can produce all approved citable offenses, imprinting them with barcodes or other optical-machine-readable representation of data reflecting the violator's address.

The system only generates citation notices in client-approved format and **court-approved language** that can include the following elements:

- **Color digitized violation images of a quality acceptable to the City**
- **Date and time of the violation**
- **Location of the violation**
- Amount of the civil penalty imposed
- Legend for reading the embedded violation data
- Date by which the civil monetary penalty must be paid
- **State of issue for the vehicle registration plate**
- **Vehicle registration and plate type**
- Payment options, which include a portion or stub that may be returned with payment
- Instructions on how to view the images or video clips online
- Portion or stub that may be returned to request a court date
- Pre-printed, First-Class Mail return envelope

To minimize environmental impact and cut unnecessary costs, citations are printed on both sides of the paper.

For each Designated Location, we agree to issue warning notices (in a form approved by the City's Project Manager) in lieu of summonses for the first 30 calendar days after the Implementation Date of that Designated Location.

Please see Figures 4.8.1-2 and Figure 4.8.1-3 below for and violation notice samples. A sample of a warning notice is available in Section 4.7 of this proposal.



Montgomery County
 Red Light Program
 PO Box 10549
 Rockville, Maryland 20849
 Telephone: (866) 579-5742

3rd NOTICE

MAKE PAYMENT IMMEDIATELY

Mail Date: 09/28/2022

Initial Fine:	\$75.00
TOTAL DUE:	\$75.00

Your registered vehicle was detected by an automated enforcement camera entering an intersection on a red light, in violation of Maryland State Law TA 21-202. The vehicle noted below was photographed going through a red light at Coleesville(US29)@Georgia(MD97)- SB

You failed to respond to the initial notice within (30) calendar days from issuance as required by law and to the overdue notice, mailed to you on 08/22/2022. As a result, if you are a Maryland resident, the State of Maryland Motor Vehicle Administration (MVA) has been notified to place a flag on your vehicle's record pending full satisfaction of all fines. A \$30.00 MVA flagging fee is assessed for each flag and must be paid directly to the MVA. MVA administrative fees remaining unpaid may be referred to the Maryland Central Collection Unit for Collection.

Unless payment is received within thirty (30) days from the date of this notice, your delinquent obligation will be sent for formal collection procedures.

PAYMENT OPTIONS:

PAY BY WEB: Go to www.montgomerycountymd.gov/safespeedpay to pay by credit card (Visa/MC).

PAY BY PHONE: Call (866) 579-5742 and follow the automated prompts. Please have your citation number and credit card ready.

WALK-IN PAYMENTS: Pay in person (Monday-Friday) at 4040 Blackburn Ln. (Suite 200) - (8:00am-5:00pm), Burtonsville, MD or 27 Courthouse Sq. (Suite 200) - (8:00am-4:30pm), Rockville, MD. Methods of payment accepted are cash, ~~certified~~ check, money order or credit card (Visa/MC).
PERSONAL CHECKS WILL NOT BE ACCEPTED.

NO MAIL IN PAYMENTS WILL BE ACCEPTED

Vehicle tag:	VA <input style="width: 50px;" type="text"/>	Violation Date:	07/12/2022
Violation Time:	12:58:49 PM	Date Due:	DUE UPON RECEIPT
Violation Location:	Coleesville(US29)@Georgia(MD97)- SB		

Citation Number: MR0
Pin Number: 339

Figure 4.8.1-3. Second and Final Notice Example

Second notices will inform the violator that their fine is past due and will include all information included on the first notice including all photographs. To be mailed within a timeline specified by the City after non-payment on the first notice.

A second notice will be sent if on the 15th business day after the violator is found by the court to have violated applicable laws, payment has not been received for the violation, and we have not been notified that the summons was dismissed. This notice will require payment for the monetary penalty within ten business days of the date of mailing. If on the 15th business day after the date the second notice was mailed, we have not received payment for the monetary penalty for the violation and the Reviewing Officer has not notified Conduent that the summons was dismissed by affidavit, dismissed by testimony in court, dismissed by submission of a certified police report, or appealed, the Vehicle Owner will be mailed a final notice, alerting them

that the matter will be sent to the City's collections attorneys if payment is not received within ten business days of the date of the mailing.

Final Notice

If on the 15th business day after we mail the final notice to the violator, the violator has not made payment to the court or the Contractor, of the monetary penalty for the violation and the violation has not been dismissed or appealed, we will send a communication to the City's collection attorney that includes a copy of the summons and the second notice, and a copy of the communication sent to the City's collections attorney to the Program Manager. Conduent will remit to the City all payments submitted by violators.

We will provide the Reviewing Officer with a court packet, sent through a secure webpage, for any court date related to a summons. Contents of the court packet, as detailed in Section 4.12 of this response, and in accordance with the City's requirements, will be sent to the reviewing Officer no less than 15 business days prior to the court date. Additionally, Expert Witness will be made available to the City for court testimony.

4.9 Calibration Requirement/City Oversight [RFP 3.4 G]

REQUIREMENT: RFP Section 3.4 G

Describe how the Offeror will comply with section 2.7, section 2.8, section 2.9, and section 2.9.2 herein.

Conduent keeps ongoing maintenance and calibration records of every VITRONIC POLISCAN system. The VITRONIC POLISCAN system must be calibrated and certified by the manufacturer yearly. If the calibration expires, the unit stops enforcement until it is recalibrated by the manufacturer making it impossible to issue violations outside of the calibration period. This is a distinct advantage over competitors' systems.

4.9.1 Calibration Requirements [RFP 2.7]

REQUIREMENT: RFP Section 2.7

The Contractor shall provide the necessary calibration certificate required by Va. Code section 46.2-882 for all photo speed enforcement cameras provided under the Contract and provide updated calibration documentation and any other assistance as outlined in Virginia Code.

Many of our clients require annual equipment calibration and their corresponding certifications to be provided. For your reference and as an example, Figure 4.9-1 presents a sample VITRONIC POLISCAN calibration certificate stating that the device meets the requirements and tolerances specified in the manufacturer's technical calibration directive. We will provide the necessary calibration certificate required by Virginia Code section 46.2-882 for all photo enforcement speed cameras under the Contract and provide updated calibration documentation and any other assistance as outlined in Virginia Code.



CALIBRATION CERTIFICATE

Certificate number:	161722031831
Applicant for calibration:	Conduent in Central Falls, RI (US)
Manufacturer:	VITRONIC Bildverarbeitungssysteme GmbH Hasengartenstraße 14 65189 Wiesbaden Germany
Device:	Type: FM1 Device serial number: 958816
Software Configuration:	5.5.2 / 335
Place and Date of Calibration:	Linthicum, MD, Apr.1.2021
Expiration of calibration validity:	Mar 31, 2022

Test procedure: The test procedure included a configuration check and a metrological examination according to the requirements of the technical directive of the manufacturer for the calibration.

Calibration result: The device meets the requirements and tolerances specified in the technical directive of the manufacturer for the calibration. The international usually accepted tolerances for placing on the market are: 1 mph for measurement values up to 100 mph and 1% of the right value for measurement values over 100 mph by rounding up to the nearest integer value.

Notes: The validity of calibration expires immediately, if seals are broken or any mechanical modifications or damages occur after this calibration.

Linthicum, MD, Apr.1.2021 Place and date	 Stamp of manufacturer agency	 Name & Signature of calibration expert
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Calibration certificates without signature and stamp are not valid. This calibration certificate may only be reproduced in complete and unchanged form. Extracts or amendments require the approval of the manufacturer.





ConfigurationManagementFullScale: Calibration_Certificate_PS_Poliscan_Felix version 2.0

Figure 4.9-1. Sample VITRONIC POLISCAN Calibration Certificate
This calibration certificate details the testing dates, procedures, result, expiration date, and other notes associated with the sensor system.

4.9.2 Reporting and Record Keeping [RFP 2.8]

REQUIREMENT: RFP Section 2.8

1. No later than January 1 of each year, the Contractor shall provide the City with data and reporting information to allow the City to meet the reporting requirements set forth in section 46.2-882.1(B)(9) of the Virginia Code.
2. The Contractor shall provide an annual report to the City. The reporting period shall be based on the City's fiscal year beginning July 1 and ending June 30. The report shall include year-to-date statistics, an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented. The annual report shall be required by mid-July of the following year to allow the City to file its own annual report on the results of the program by August 1 of each year.
3. A wide range of monthly reports shall be provided by the Contractor to the Program Manager. At minimum, the following data are required to be reported to the City each month:
 - a. Number of events
 - b. Number of violations recorded
 - c. Number of event 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 amount of fines remitted to City by violators, calculated on a monthly, year-to-date, and program-to-date basis
 - j. Status of citations issued by City (such as outstanding, awaiting hearing, paid, etc.)
 - k. Number of telephone calls, their resolution, wait time, etc.
 - l. Adjudication hearings scheduled and held
 - m. Adjudication appointments scheduled
 - n. Disposition of adjudication hearings
 - o. Equipment hours of service
 - p. Camera maintenance status and downtime with explanation
4. Information and data collected by the Contractor shall be stored in an indexed database to enable tracking of citations and the capability to print statistical reports as needed. The Contractor shall retain (i) inquiries from violators, (ii) maintenance logs and records of all of the City's maintenance requests and inquiries referencing malfunctions with equipment, insufficient photos, and (iii) record of any individuals accessing the on-line portal. The Contractor shall comply with Virginia Code § 46.2-882.1 regarding retention of data. The Contractor shall provide monthly, quarterly and yearly financial statements to the City. Financial statements should include the total number of citations issued over a specified time period and for which locations, the number of citations paid to the courts or the Contractor, during the specified time period, year-to-date overall totals, along with costs for all equipment provided to the City by the Contractor under this Contract. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this agreement in accordance with generally accepted accounting principles.

Our CiteWeb violations processing system and Conduent Business Intelligence (CBI) application work together to meet the reporting needs of the City.

These systems make it possible to provide the City with all necessary reports to run your program with ease, meeting requirements set forth in section 46.2-882.1 (B)(9) of the Virginia Code, to be provided no later than January 1 of each year. Additionally, an annual report based on the City's fiscal year beginning July 1 and ending June 30 that includes year-to-date statistics, an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented will also be provided to the City by mid-July of the following year. This will enable the City to file its own annual report on the results of the program by August 1 of each year.

Reports offer vital and granular situational snapshots, providing insights across a wide range of status, transactional, and operational details that are highly advantageous and beneficial to the City to understand the overall health and effectiveness of the system.

Using the CiteWeb violation management platform and our Conduent Business Intelligence ("CBI") dashboard, the City can access system reports from any internet-enabled workstation.

Users simply log on with their unique IDs and passwords and then select the name of desired reports.

The reports and ad hoc reporting feature allow authorized users to set up reports in preferred formats and timetables. An additional benefit of the software suite is that authorized users, on varying levels determined by the City, have access to specific program information. This functionality allows specified users to view all photos taken, including those not resulting in a citation. More specifically, personnel can use the CiteWeb subsystem to review all violations.

The CiteWeb solution provides you with access to a comprehensive library of system-generated reports as well as an industry-leading reporting tool that facilitates the creation of customized reports. CiteWeb has strong audit trails for financial transactions along with the ability to scan information into its database. Any person who accesses a violation for any purpose even if no further action is taken will have a record of their access. It also serves as a single point of contact for processing court data, traffic tickets, and photo enforcement operations.

CiteWeb Reporting Module

Key features of the CiteWeb reporting module include the ability to do the following:

- Run reports for multiple date parameters by simply entering a date range
- Save and print reports
- Display output data in various formats, including a number of charts, graphs, and histograms
- Export searchable reports into a variety of formats including Microsoft Excel (.xlsx) and Adobe .PDF
- Provide program, location, and lane-specific reporting
- Define access to reports by an individual as defined by the City
- Access the module 24/7

Management can gain a comprehensive overview of system performance across all functional areas of the project through the CiteWeb reporting solution. By fully integrating all project information systems through the violation management platform, the solution provides for consolidated, reliable reporting of all citation processing activities from citation issuance through to final disposition.

The CiteWeb reporting module is user-friendly and intuitive, allowing the City and the Conduent team to access the information required to:

- Measure daily, weekly, monthly, and annual performance
- Identify camera-related issues in the field and take corrective action
- Identify processing, accuracy, or name and address acquisition errors/failures and take corrective action
- Analyze all violation data by date, location, speed, lane, time of day, license plate, etc.

While the CiteWeb module includes an extensive library of existing management and operational reports that the City uses today, the Conduent team can meet with you during

implementation to review reporting formats, solicit feedback, and further customize reports to meet the unique needs of your program administrators.

Data Categories

Within each report group, data is collated in three high-level categories:

- Detail level reports provide complete transaction information at the lowest functional level and are used for the reconciliation, control, and monitoring of daily transactions and day-to-day operations.
- Summary reports group all of the activities on the report into buckets.
- Management overview reports provide department managers with key program data relevant to their areas of responsibility, including analysis of customer service data, receipts from ticket or out-of-state collections, or time-of-day activity.

These reports are provided, as needed, to City personnel for executive analysis.

Management Software System

The CiteWeb reporting subsystem provides an extensive library of management, financial, and operational reports to assist you in managing the system. The reporting feature allows authorized users to set up reports in formats and timetables preferred by the City, including daily, weekly, monthly, quarterly, and yearly. The strength of the reporting solution is that it enables management to gain a comprehensive overview of system performance across all functional areas of the project. By fully integrating all project information systems through CiteWeb, the solution provides for consolidated, reliable reporting of all citation processing activities, camera performance, adjudication statistics, unpaid fines, aging reports, personnel performance reports, financial reports, etc.

The following is a partial list of topics of data and reports that are available:

- Number of events
- Number of violations recorded
- Number of event violations
- Traffic volumes and violations by location
- Number of violations not resulting in citations
- Breakdown of violation rejection categories and amounts
- Breakdown of citations by location
- Number of citations prepared and mailed
- Number and dollar amount of fines remitted to City by violators, calculated on a monthly, year-to-date, and program-to-date basis
- Status of citations issued by City (such as outstanding, awaiting hearing, paid, etc.)
- Number of telephone calls, their resolution, wait time, etc.
- Adjudication hearings scheduled and held
- Adjudication appointments scheduled

- Disposition of adjudication hearings
- Equipment hours of service
- Camera maintenance status and downtime with explanation
- Average speed by location
- Statistical Information

If not already available in the library, a report containing the number of events, vehicle passes, violations issued, violations rejected and why, performance and efficiency, and time of violation (hour, day, month) for each camera site may be created. Additional settings allow the report to be delivered to the desired user or users on a timetable determined by the City.

Conduent Business Intelligence (CBI) Application:

CBI is a valuable part of our analytics suite, which has become a time saving tool for our photo enforcement customers to analyze and manage their programs. We believe you will find that this tool puts more real-time data at your fingertips for key automated traffic enforcement program metrics.

This enforcement dashboard displays integrated data to track key performance indicators (KPIs) like issuance rates, cameras uptime, battery life, GPS monitoring, violations rates, and alerts like vandalism.

All CBI output can be modified on the fly to make the analytics more accurate for the user. User configured modifications include:

- Dashboard visualizations that are available in tabular, graphical, or geocoded views
- Refinement criteria based on geospatial, chronological, and/or operational data
- Dashboard views based on current or historical views when tracking performance

The CBI dashboard also has drill down capabilities allowing instant viewing of the aggregate dashboard view supporting detail. Anomalies or trends discovered via the broad view can be quickly drilled into and analyzed. Each KPI can be set to alert the user, either on scene (local) or remotely through a mobile device via email or SMS (standard messaging service). The KPI can be set at a rate or limit that will trigger the alert if reached.

The amount of data supplied and how it is displayed in the dashboard and reports make tracking the program's success efficient and effective. This is a benefit only Conduent can provide.

Onboard GPS for Accurate Mapping and Location Data Verification

VITRONIC POLISCAN PCUs have a GPS unit to automatically populate its location. This data is downloaded by our CBI dashboard to map the location of each camera and report on the status of each device (Figure 4.9.2-1). In addition, a cameras GPS coordinates can be used to cross reference the location code and settings as an additional validation.

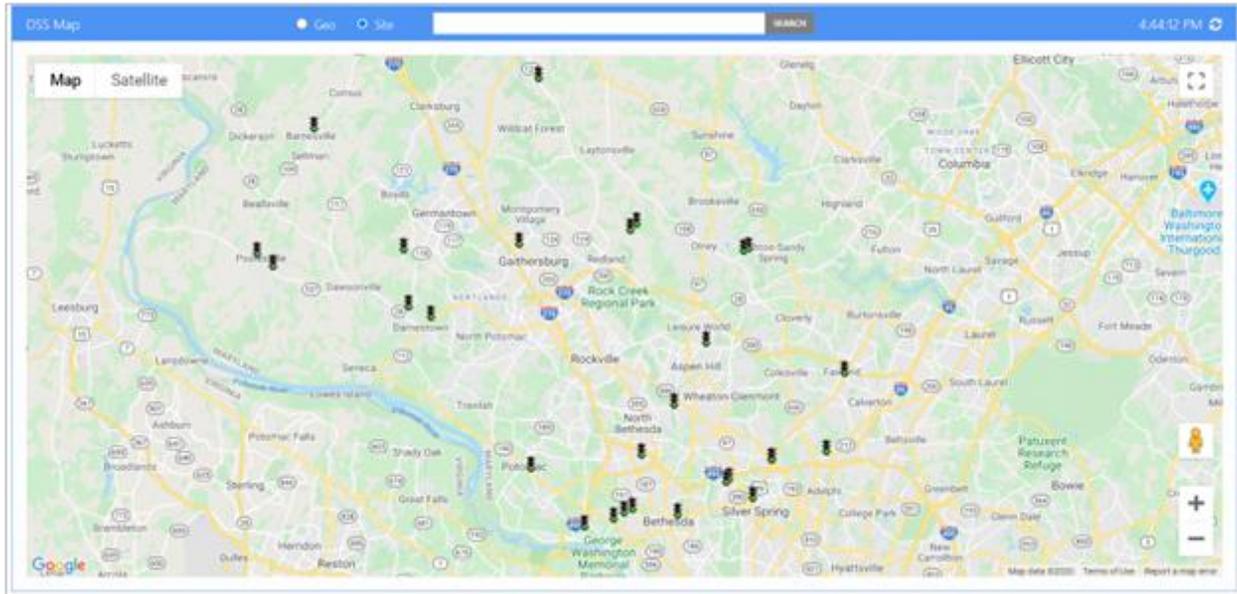


Figure 4.9.2-1. GPS Reporting is used to map each device.
The cameras GPS module automatically plots the latitude and longitude of the device and this data is picked up by our CBI platform to map each systems location.

Traffic Data

Once data has uploaded from the camera, additional statistical analysis is performed through dashboards and reports. CBI provides a whole new way to manage the program and perform statistical analysis.

The enforcement dashboard will display integrated data to track KPI's like, issuance rates, uptimes, violations rates, etc. Each KPI can be set to alert the user, either on scene (local) or remotely through a mobile device via email or SMS.

A few examples of how CBI can be used for statistical analysis are shown in a few sample screens. With the ratios view, seen in Figure 4.13.1-4 in Section 4.13.1, we attempt to normalize violation volume across standard measures and traffic counts.

Average Speeds

This view, shown in Figure 4.13.1-5 in Section 4.13.1, is an example of a speed survey. This function allows the City to obtain real time speed surveys from preexisting equipment, and 85th percentile speed calculations measure real time statistics per approach, per date range, per your criteria. This real time data provides the City crucial information necessary to design new traffic systems.

Real Time Deployment Data

This view shows near real time deployment data from the speed enforcement systems. This function allows the City to obtain real time data to validate a deployment is live and view the location description information as well as traffic data.

Alerts: when a camera site goes yellow or red, or routine maintenance is late on a green camera, CBI by default sends an alert through our alarm functionality. Here, minor alerts such as maintenance due may be restricted to dashboard displays and reporting, while more serious alerts like a camera knockdown (red) or systems not functioning properly (yellow) can be sent directly to management and maintenance staff through their smart phone, tablet, PC, or similar intelligent mobile device.

By selecting a traffic light icon, the status of that enforcement system can be determined. The City receives a text alert from CBI within 30 minutes of issue resolution that the site is operational again.

This application will help the City make data driven decisions and will lower the cost and risk of manually generated reports.

System Performance

The City determines the threshold for alerts to trigger for the prosecutable issuance rate and up time criteria for this performance dashboard view. In our example, shown as Figure 4.9.2-2, the screen has a red line indicating the program target. The blue bar represents current performance along with the time of the most recent update. Below the status bars, the individual site data can be accessed to drill down on what sites may be affecting the program performance.

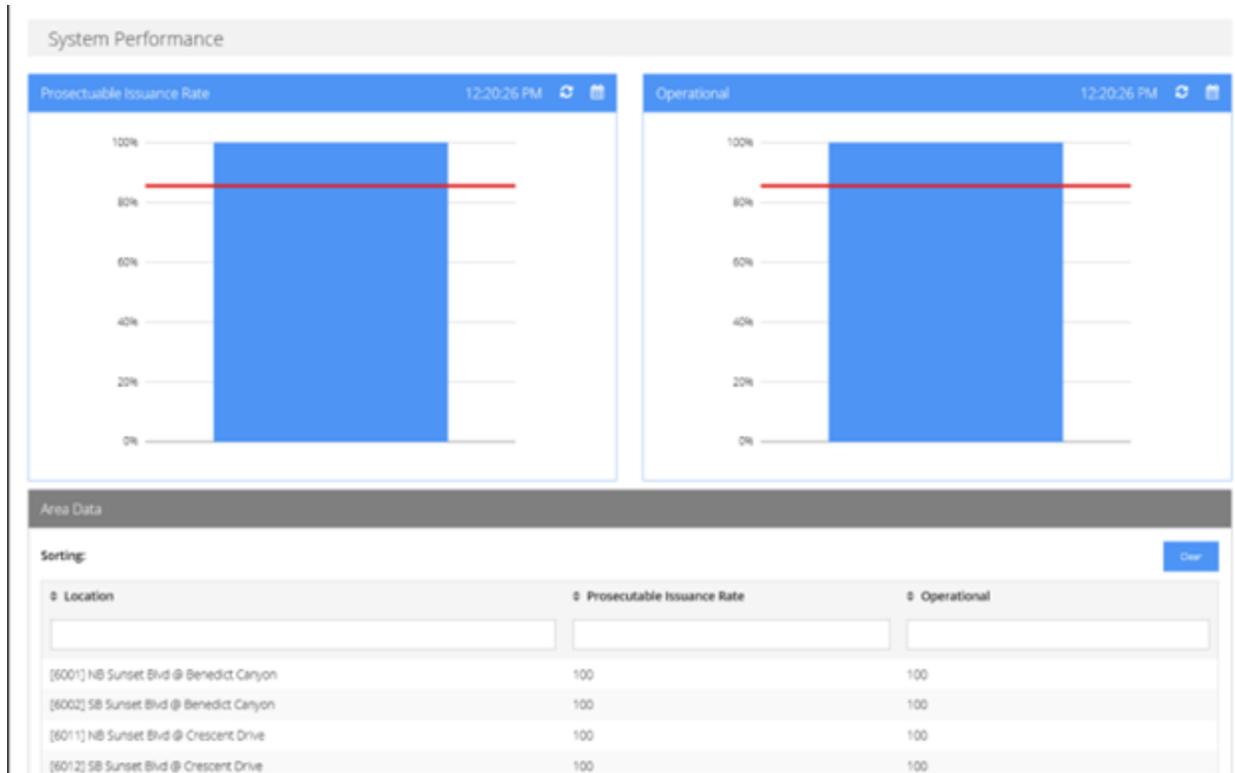


Figure 4.9.2-2. System Performance Screen
*The system performance screen allows users to monitor the status of the program.
Data can be merged for complete program performance.*

Ratios

With the ratios view, we attempt to normalize violation volume across standard measures and traffic counts. An otherwise low violation site might have far less traffic and seem like a relatively safe site, but once the data is normalized by comparing it to traffic volume, one might see there is a disproportionate number of violations for the traffic. This might demonstrate that perhaps there is an engineering improvement that could be implemented that would reduce dangerous conditions. This information could remain hidden without a flexible analytics tool like CBI. Maybe there are other ratios you want to see, such as the straight-line comparison of citations to violations, or perhaps how many locals run lights relative to nonlocals. This information could be used to develop a more targeted public outreach campaign.

Finally, trending analytics are strongest and most accurate when they are based on an extensive period or instances. Simply put, trending analytical results based on a week's worth of data are not as viable or accurate as those based on a year's worth of the same data points. Therefore, CBI retains its centralized database from Go Live forward, providing the City the ability to trend their KPIs over the long term to substantiate the trend and validate the findings.

Reports

The CBI dashboard and reports are customizable and can be easily tailored to your needs, including, but not limited to maintenance staff, operators, and City government via a CBI web site dashboard, which is integrated with CiteWeb (single sign on) and tracked based on login for audit purposes. Output and queries can be obtained/completed remotely via PC, smartphone, or tablet computer, allowing your staff to view a dashboard or report real time as needed, or receive a system, program, or site alert. Finally, as CBI demonstrates its capabilities, functionality, and value, the City will be able to manage their program with access to data and analytics in a faster and more robust fashion.

All Information and data collected our system are stored in our CiteWeb database, which allows for tracking of citations and printing statistical reports. Our system will track inquiries from violators, maintenance logs and records of all of the City's maintenance requests and inquires referencing malfunctions with equipment, insufficient photos, and record of any individuals accessing the on-line portal. Additionally, we will be in compliance with data retention requirements as outlined in Va. Code section 46.2-882.1. Monthly, quarterly, and yearly financial statements will be made available to the City, to include:

- Total number of citations issued over a specified time period for
 - which locations
 - the number of citations paid to the courts during the specified time period
 - year-to-date overall totals
 - costs for all equipment provided to the City by the Contractor under this Contract

We will maintain accurate and complete financial records of activities and operations relating to this agreement in accordance with generally accepted accounting principles.

4.9.3 Records Retention [RFP 2.13]

REQUIREMENT: RFP Section 2.13

The Contractor agrees to comply with all record retention and destruction requirements set forth in the Virginia Code, including those specific requirements found in section 46.2-882.1 of the Virginia Code.

We operate in accordance with the restrictions of Virginia Code § 46.2-882.1 and agree to make all records pertaining to recorded violations available for inspection and audit by the Commissioner of Highways or the Commissioner of the Department of Motor Vehicles or their designee. This information will be purged and not retained later than 60 days after the collection of any civil penalties.

4.9.4 Contractor Support / City Oversight [RFP 2.9]

REQUIREMENT: RFP Section 2.9

The Contractor shall provide the level of support listed in the below subsections:

1. The Contractor shall provide a direct account representative assigned to assist RPD with any issues involving equipment, deployment, technical, and administrative issues.
2. The Contractor will provide access to the Photo Speed Monitoring System through a virtual dashboard portal accessible through a secure webpage using individualized log-in credentials. This portal must allow for City to access to all data captured by the photo speed cameras, to include all vital statistical data. The Contractor must provide all statistical data required by the Virginia State Police, on the timeline that is outlined in the Virginia Code and all applicable regulations.
3. The Contractor shall provide a representative to attend court proceedings, including necessary testimony as requested. The City will send notification 3 business days prior to any court case in which a representative is needed. The City remains the determining party in all cases requiring in person support from the Contractor.
4. The Contractor shall provide a Photo Speed Monitoring System that enables violators direct online access to review their own specific violation and provide information on how to contest the violation.
5. The Contractor shall provide a toll-free telephone intelligent voice response system for public inquiries.
6. The Contractor shall satisfactorily handle, provide response, and resolve all public inquiries whether written, in person, by e-mail, or by phone about the Photo Speed Monitoring System, including citations, enforcement, and overall program management. The Contractor shall keep a record of all citizens' complaints, the resolution, and the action taken to re-contact the complainant.
7. The Contractor shall develop and submit for City's approval a Public Awareness Public Relations Plan regarding the Photo Speed Monitoring System. The plan shall include, but not limited to, provision of the following: program brochures, informational videos, updates to the City's website, attendance at public meetings, media representation, and other tasks as requested by the City. After the plan is approved by the City, the Contractor shall be responsible for implementation of the approved plan. All costs associated with implementation of the plan shall be borne by the Contractor.
8. The City of Richmond will provide staff that will monitor the operations of the Contractor and act as the City's representative, liaison, and project manager. The City's Project Manager or his designee must review and approve all citations before final printing and mailing. For purposes of this function, the City Project Manager will designate a sworn officer to serve as the "Reviewing Officer" as defined above.
9. The Contractor shall accept payments for monetary penalties submitted by violators in accordance with the requirements set forth in Virginia Code § 46.2- 882.1 and City Code § 27-132.
10. The Contractor shall provide violators with the option to submit payments for monetary penalties by check, money order, credit card, debit card, and electronic check through a secure webpage and at a physical location within the corporate limits of the city of Richmond.
11. The Contractor shall open and maintain a bank account solely for the deposit of payments received by the Contractor from violators in connection with the Contractor's performance of this Contract. The Contractor shall remit to the City once each month, on a day of the month approved by the Program Manager, all monies received from violators during the preceding month. Each remittance by the Contractor shall be made pursuant to instructions from the City's Department of Finance, provided to the Contractor by the Program Manager. At the same time that the Contractor remits the monies received from violators for a particular month, the Contractor shall furnish the Program Manager with a copy of the bank statement for the bank account for that month.
12. The Contractor shall not keep any portion of the payments submitted by violators.
13. The Contractor's secure webpage and each Photo Speed Monitoring System must have an uptime of not less than 97% per calendar month (resulting in an aggregate downtime of not more than 21 hours and 36 minutes per calendar month). Should the City determine the Contractor has not met the uptime requirement set forth herein, the City shall be entitled to reduce all the fees and costs owed by the City on a pro rata basis calculated on the amount of downtime exceeding the 21 hours and 36 minutes per calendar month.

Table 4.9.4-1 Contractor Support/City Oversight Compliance

RFP Requirement	Compliant Y/N	Explanation
The Contractor shall provide the level of support listed in the below subsections:	Y	
1. The Contractor shall provide a direct account representative assigned to assist RPD with any issues involving equipment, deployment, technical, and administrative issues.	Y	We will have both a Program manager in Greg Smith and an Account Manager Joe Survance assigned that will provide the City with excellent customer service, working directly with you on any issues involving equipment, deployment, technical, and administrative issues.

RFP Requirement	Compliant Y/N	Explanation
<p>2. The Contractor will provide access to the Photo Speed Monitoring System through a virtual dashboard portal accessible through a secure webpage using individualized log-in credentials. This portal must allow for City to access to all data captured by the photo speed cameras, to include all vital statistical data. The Contractor must provide all statistical data required by the Virginia State Police, on the timeline that is outlined in the Virginia Code and all applicable regulations.</p>	Y	<p>Our Conduent Business Intelligence module provides these capabilities for the City. Further details are available in Section 4.9.2 of this response.</p>
<p>3. The Contractor shall provide a representative to attend court proceedings, including necessary testimony as requested. The City will send notification 3 business days prior to any court case in which a representative is needed. The City remains the determining party in all cases requiring in person support from the Contractor.</p>	Y	<p>We provide Expert Witness testimony for the City for any necessary court cases. Further details are available in Section 4.12 of this response.</p>
<p>4. The Contractor shall provide a Photo Speed Monitoring System that enables violators direct online access to review their own specific violation and provide information on how to contest the violation.</p>	Y	
<p>5. The Contractor shall provide a toll-free telephone intelligent voice response system for public inquiries.</p>	Y	
<p>6. The Contractor shall satisfactorily handle, provide response, and resolve all public inquiries whether written, in person, by e-mail, or by phone about the Photo Speed Monitoring System, including citations, enforcement, and overall program management The Contractor shall keep a record of all citizens' complaints, the resolution, and the action taken to re-contact the complainant.</p>	Y	
<p>7. The Contractor shall develop and submit for City's approval a Public Awareness Public Relations Plan regarding the Photo Speed Monitoring System. The plan shall include, but not limited to, provision of the following: program brochures, informational videos, updates to the City's website, attendance at public meetings, media representation, and other tasks as requested by the City. After the plan is approved by the City, the Contractor shall be responsible for implementation of the approved plan. All costs associated with implementation of the plan shall be borne by the Contractor.</p>	Y	<p>We comply with this requirement. Further details on our Public Awareness Public Relations Plan are available in Section 4.11 of this response.</p>
<p>8. The City of Richmond will provide staff that will monitor the operations of the Contractor and act as the City's representative, liaison, and project manager. The City's Project Manager or his designee must review and approve all citations before final printing and mailing. For purposes of this function, the City Project Manager will designate a sworn officer to serve as the "Reviewing Officer" as defined above.</p>	Y	<p>Our QC and Initial Review for potential citations involves City review and approval before a notice of violation is sent. The approver from the City will be known as the "Reviewing Officer."</p>
<p>9. The Contractor shall accept payments for monetary penalties submitted by violators in accordance with the requirements set forth in Virginia Code § 46.2- 882.1 and City Code § 27-132.</p>	Y	<p>We will accept all payments required as stated on the program.</p>

RFP Requirement	Compliant Y/N	Explanation
10. The Contractor shall provide violators with the option to submit payments for monetary penalties by check, money order, credit card, debit card, and electronic check through a secure webpage and at a physical location within the corporate limits of the city of Richmond.	Y	We will accept all payments required as stated on the program.
11. The Contractor shall open and maintain a bank account solely for the deposit of payments received by the Contractor from violators in connection with the Contractor's performance of this Contract. The Contractor shall remit to the City once each month, on a day of the month approved by the Program Manager, all monies received from violators during the preceding month. Each remittance by the Contractor shall be made pursuant to instructions from the City's Department of Finance, provided to the Contractor by the Program Manager. At the same time that the Contractor remits the monies received from violators for a particular month, the Contractor shall furnish the Program Manager with a copy of the bank statement for the bank account for that month.	Y	
12. The Contractor shall not keep any portion of the payments submitted by violators.	Y	
13. The Contractor's secure webpage and each Photo Speed Monitoring System must have an uptime of not less than 97% per calendar month (resulting in an aggregate downtime of not more than 21 hours and 36 minutes per calendar month). Should the City determine the Contractor has not met the uptime requirement set forth herein, the City shall be entitled to reduce all the fees and costs owed by the City on a pro rata basis calculated on the amount of downtime exceeding the 21 hours and 36 minutes per calendar month.	Y	We typically have uptime of 99% and above. We will comply with this requirement.

Online Access

Conduent will accept credit card payments via pay-by-web for your camera enforcement program. We also have the capability to accept electronic checks.

Citizens can easily access detailed program information 24 hours a day from any computer that is connected to the internet. Possible information available to citizens includes:

- An introduction to the technology and how the system works
- City-specific program information, such as the business rules for issuing a summons
- Historic and current program data, including the decrease in accidents due to enforcement
- Links to City-requested sites

As a value-added customer service component, we will provide the City with an online self-service website that benefits both the citizen and you. By entering the citation number and unique personal identification number (PIN) at the secure internet website, citizens can be provided with a more satisfactory customer service experience and can:

- View enlarged color images of the alleged violation that show greater detail than possible on a printed summons
- Obtain information and request a return telephone call from a customer service representative
- Pay the summons through the link to our pay-by-web site and receive electronic confirmation. This is sent to the provided email address with the option for an immediate printable confirmation. If the citizen enters an invalid email address, an immediate printable confirmation is displayed after payment is received for the citizen to print

For the City, this self-service website with its 24/7 online access can dramatically reduce the need for viewing appointments, improve your collection rates through the pay-by-web functionality, and lessen the burden of scheduling hearings with the court.

24-Hour Automated Telephone Information System

To accept credit card payments and handle customer calls for the City, we offer a proven, toll-free Interactive Voice Response System (IVR) solution.

Through this IVR access, citizens can inquire about their summonses and notices, as well as make payments in real time, 24 hours a day, seven days a week. Conduent has over 30 years of experience answering millions of customer telephone inquiries. To provide your citizens with an efficient and effective experience, we offer a combination of telephone equipment, performance monitoring, staffing strategies, and ongoing training.

The IVR system uses software and hardware proven reliable in accepting thousands of telephone calls each day. The platform keeps statistics on all calls received for reporting purposes and offers an English and Spanish option for the toll-free call-in numbers. The IVR services provide information on numerous subjects including citation due dates and amounts owed.

A customized interface between the IVR and CiteWeb database allows customers to obtain up-to-date information on their summonses. To continually improve customer convenience, we have made periodic improvements to the IVR system over time, including faster microprocessors, software upgrades, increased IVR ports, expanded IVR message scripts, and pay-by-phone functions. Our IVRs are operating on virtual machines, which allows on-the-fly, as needed additions of such resources as processors or memory disk space. Software upgrades are conducted as new releases become available and have been thoroughly tested. Port utilization reports are reviewed monthly and new ports are added as needed. IVR scripts and pay-by-phone functions are added at the City's request or as suggested by our business analysts.

4.10 Computer Software, Hardware, and Information System Requirements [RFP 3.4.H; 2.5.1]

REQUIREMENT: RFP Section 3.4.H; 2.5.1

Provide a plan outlining the Contractor's ability to meet the requirements outlined in section 2.5.1

1. Hardware and software provided by the Contractor shall be compatible with the City's Windows operating system and approved by the City before purchase and installation.
2. The Contractor must provide a Photo Speed Monitoring System that allows City staff to access and review monthly reports and review/update violator account information online through a secure login. Separate reports tracking the following information should be available for the Photo Speed Monitoring System. The Photo Speed Monitoring System shall enable City staff to easily review all relevant account information to include, at a minimum:
 - a. The vehicle registration plate numbers and characters
 - b. The state of issue 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 digitized images demonstrating the violation and tag close-up
 - h. Payment status
 - i. Hearing status
 - j. Correspondence tracking
 - k. Standardized monthly reports
3. The Contractor shall also provide an internet-based portal / dashboard that can be accessed by multiple City users concurrently. This dashboard shall allow remote access to all systems, modules, information, video, photos, reports, and any other information collected by the Photo Speed Monitoring System. The portal/dashboard must be accessible through an internet browser on computer workstations and smart phones/tablets.
4. City personnel shall have remote access capability through the Contractor's provided workstations or City provided device (smart phone, tablet, or computer). City personnel must have the ability to, at a minimum: (1) download violation images for printing and mailing to citizens; (2) suspend activity on accounts until further research is completed in special circumstances. (3) Access "live" streaming capability. The system portal shall reflect real-time data for violations with instantaneous updates between the City's portal and the Contractor's violation processing system. The portal must allow City users access to data within the portal in less than 30 seconds after entry of correct login credentials.

Our hardware and software combine for a comprehensive solution for the City of Richmond's Photo Speed Enforcement Equipment and Service program.

Hardware

Our VITRONIC POLISCAN with scanning LiDAR technology hardware provides premium speed detection to meet the specific needs of the City and will be compatible with your system. Before purchase and implementation of this hardware, we will obtain approval from the City. Further details on our hardware are available in Section 4.15 of this response.

Our Violations Processing Database

Conduent's CiteWeb® platform is a robust, easy to use database that can be accessed securely anywhere you have internet access, including Apple and Android mobile devices. CiteWeb is used for processing violations captured by the speed cameras, reporting on the various status of the violations, and court preparation as well as adjudication. Further advantages of CiteWeb are its fully transparent audit trail to show record of anyone who accesses a violation, regardless of modification, including citizens who access via the Public Portal to view their citation.

CiteWeb has superior, easy to use search functionality allowing the user the ability to quickly retrieve the desired data that is requested regardless of how specific the search is conducted. In

addition, our powerful web-based program dashboard referred to as Conduent Business Intelligence (CBI) is accessed with specific logon credentials to provide informative program data in a quick and easy to retrieve manner.

Comprehensive Violation and Data Collection Processing System

Conduent's latest iteration of industry-leading CiteWeb® violation processing software provides the City of Richmond with a robust, consolidated one-stop backend processing solution. Authorized users can access CiteWeb securely anywhere with internet access, from both Apple and Android devices. CiteWeb supports a high volume of violations in a secure system with a built-in redundant backup. Images are sent digitally encrypted to our cloud-hosted solution where they are fully backed up and recoverable. CiteWeb has a fully transparent audit trail for the history of anyone who accesses a citation. Conduent continues to make a substantial investment in our next-generation software to offer our clients a flexible, scalable, and secure infrastructure.

Transparency. We have transitioned the CiteWeb platform to the cloud for additional stability and increased performance. We offer a Citation History that is unique in the industry so that every time an event is viewed, it is documented in the History of the citation for a fully transparent audit trail.

Modular Design. CiteWeb is built as a modular web-based citations processing system that allows for flexibility and distributed processing capabilities for your automated speed enforcement system. These modules vary from the initial review to QC review to payment processing and court issuance.

Name and Address Acquisition. CiteWeb performs all images/citation processing functions, supporting every stage of the citation lifecycle. It sends the plate numbers and their states to MOVERS, which sends them to state DMVs where we have direct access, and otherwise to NLETS when necessary. Once CiteWeb receives the owner registration information and matches it to the make/model of the submitted vehicle plate, it sends the violation in real time to authorized City personnel to approve as a citation. Combined with our staffing support for pre-processing of events, we provide enough time to process events and issue citations in a timely fashion.

Violation Event Review. The citation queue in CiteWeb shows how many events are awaiting approval. CiteWeb sends alert emails, based on the age or number of items in the queue, when necessary. To assist the approval process, CiteWeb has video playback options to slow or speed up the violation video and to save images or the video clip during playback. CiteWeb also provides search capabilities and exports the results in a variety of formats.

Correspondence Mailing and Payment Processing. Once authorized personnel approve a violation, it becomes a citation and moves through CiteWeb for offender notification and processing. We can print and mail citations the next business day, or even the same day.

Some of CiteWeb's features include:

- **Skip.** Skips an event, placing it on hold for 30 minutes.
- **Vehicle Registration (VR) Lookup.** VR update is available on every screen.
- **Screen Layout.** Displays all images simultaneously.
- **Video Playback.** The video playback offers varying speeds and captures an image from the video.
- **Tabbed Screen Layout.** Displays information in a tabbed format.
- **VR History Log.** Displays the date/time of the export/import and the plate and state submitted.
- **Advanced Search.** Multiple parameters can narrow a search and then export key data to pdf or excel. Parameters include Status, Citation Number, Location code, Violation Date range, Speed range, Registered Owner name, City, and Zip Code.
- **Citation Display.** Citations display in tabs accessing event information, correspondence access, court functions, financial information, and history.

Reports

Reports are an integral part of oversight for the City's Photo Speed Enforcement Equipment and Service program. Through our CiteWeb violations processing solution and our CBI technology, we meet all of the City's reporting requirements, which include the following monthly reports:

- The vehicle registration plate numbers and characters
- The state of issue for the vehicle registration plate
- The vehicle registration plate type
- The date of the violation event
- The time of the violation event
- The location of the violation event
- All digitized images demonstrating the violation and tag close-up
- Payment status
- Hearing status
- Correspondence tracking
- Standardized monthly reports

Further information on our reporting capabilities is available in Section 4.09.2 of this response.

Web Portal

We provide authorized City personnel with access to live video, all recorded images, information, data, and reports from all active locations through a web browser or app. Access is provided to the City via a secure log-in for as many representatives as needed.

Live video is provided through our CBI platform and automatically starts when the system is powered. All live video channels can be transmitted and viewed securely in real-time through a web-accessible interface that is supported on most internet enabled devices. Due to this web-based interface, there is no need for the City to download software or to store any data on the City's own software or hardware. This functionality is based on user permissions so that only authorized users can view live video. The City will have access to the live video from all active locations through a web browser or app and the ability through our CiteWeb application to:

- Download violation images for printing and mailing to citizens
- Suspend activity on accounts

While other competitors may be able to offer live viewing from their camera installation, they can only offer the view directly in front of the system and many don't offer the ability for the City to pan, tilt, or zoom, severely limiting what can be viewed from their system. Our technology's ability to do this is a significant improvement over all competitors' systems today.

4.11 Public Awareness Campaign and Signage Examples [RFP 3.4.I]

REQUIREMENT: RFP Section 3.4.I

Provide examples of a public awareness campaign and signage created by the Offeror for other clients similar to the campaign and signage required by section 2.6 herein.

Conduent will work with the City in coordinating public information and education campaign that focuses on traffic laws specific to automated traffic enforcement and how associated violations are captured. Our efforts will both educate and promote safe driving through multiple points of interaction within the community.

Public information and education campaigns provide an understanding of traffic enforcement systems and empower all motorists to be proactive in their own personal driving. To support the City's program, Conduent has the requisite experience in traffic enforcement awareness campaigns, with over 20 years of experience assisting clients with public awareness of how camera enforcement systems increase public safety and deter reckless driving.

The City can benefit from years of effective media efforts conducted by Conduent and our clients' public interest groups. As a result of these efforts, we are proud to say that automated photo enforcement is now largely accepted for what it is: a valuable, fair, and effective public safety tool.

Empowering Motorists Towards Safety



- Offering a customized campaign built around your vision and goals
- Engaging the City's officials and resources throughout the process
- Maximizing the usage of your website
- Enhancing your social media channels through the inclusion of targeted communications
- Propelling the creation of savvy, engaging content

To advance your message of the positive effects of a well-run traffic enforcement system, we offer you our public education program experience, which includes every aspect of developing, implementing, enhancing, and operating a comprehensive automated enforcement system. This includes program start-up, location of cameras, and the introduction to new technologies and equipment. We have assisted more than 50 clients in presenting automated enforcement systems to their citizens and the media, working with them to develop a variety of public education strategies tailored for both mainstream and minority media outlets and audiences.

4.11.1 Public Awareness Campaign [RFP 3.4.I]

Developing a Successful Public Information and Education Campaign

Providing the City with an informative and suitable public information and education campaign based on your preferences is the most effective approach to reach your citizens. A number of tools and resources, such as press releases, brochures, public service announcements, **signage**, and online and social media campaigns, bring awareness to the safety camera program and encourage compliance with laws.

The main focus is to assist you with a campaign that addresses your vision, engages your team, reaches your citizens, creates awareness, and results in educated and responsible driver choices that make Richmond school zones safer.

Figure 4.11.1-1 describes the stages in the public awareness campaign development process.

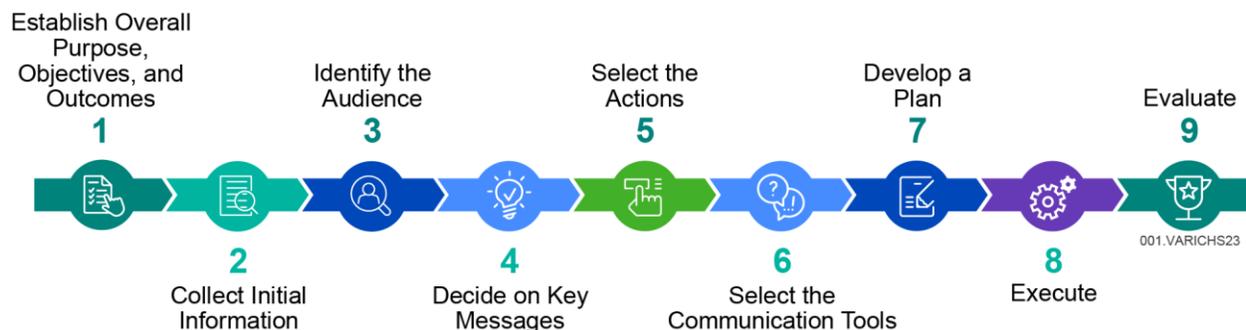


Figure 4.11.1-1. Developing an Engaging Public Awareness Plan
Effective media campaigns make traffic safety an integral part of the public agenda and support your vision.

Lessons learned from numerous customized public information and education campaigns inform a proven process that leads to measurable results. Following the process shown above, this starts by assessing your vision for the program and establishing goals that can be attained through the communication of relevant information.

After identifying these key elements, the next steps involve working with the City to gather initial information and identify target groups for messages you identify as a priority. Our next steps, as illustrated in stages 5 and 6 above, are to select action items and communication channels to develop an overall campaign plan. After launching the campaign, we carry out evaluations out on the impact, reach, and responsiveness to assess progress and next stages.

By following this process, the results you envision for your future awareness campaign can be achieved. Owning your vision, and being familiar with your available resources, allows for the creation of multiple initiatives. In the following sections, we describe available options that can be included in your campaign.

Assisting Officials with Program Promotion and Presentations

Our team works with your designated officials and staff members, such as management teams, police staff, and community relations staff, so that they understand the technology and overall process. Not only does this support officials in promoting the program, but it also prepares them to respond proactively to questions and comments. In addition, our team members assist with [public launch schedules](#), attend public meetings, and assist staff with presentations and demonstrations.

As part of the development of your public education programs and associated materials, our team members assist in designing presentations that authorized officials can use to help increase awareness about speed and red light enforcement systems. Likewise, we can help develop tailored presentations for specific target audiences and community partners. These presentations can cover such topics as:

- Purpose of the program
- Brief overview of the technology
- Overall process of citation issuance, payment options, and collections
- General questions and answers

Marketing and Media Campaign Support

At your request, Conduent can help develop strategies and participate in media campaigns to educate all motorists driving in your school zones.

While giving you complete visibility and control, we can help you create, produce, and deliver communications and materials. Not only do we develop and manage content, but we also can help deploy, track, and measure your marketing efforts. We provide you with end-to-end marketing services for a wide range of materials, including:

- Promotional displays for fairs and community gatherings
- Digital Display, which displays flyer and upcoming community conversations on a large digital announcement screen
- Multichannel direct marketing campaigns, including mailers and flyers
- Brochures that include facts, frequently asked questions (FAQs), safer streets plan highlights, and ways the community can engage in the process (via email, community meetings, etc.)
- Consumer information packs

In addition to delivering your materials, we can coordinate the date, time, and content of your media efforts as you request.

Public Surveys

Surveys and comment cards are effective and efficient tools used to determine public opinion on school zone enforcement systems. These tools can be used to monitor the success of the system, giving the City the opportunity to improve campaign strategies. Conduent assists in developing the appropriate questions, outlines, and formats for the survey and comment cards, using an approved logo to reinforce branding efforts.

Involving the public in efforts to improve safety empowers citizens to be aware of their own driving and proactive in educating their families.

Digital Channels

The City's website can have a direct link for citizens who want to subscribe to receive information via email. This is an ideal platform to send direct email campaigns with content you identify for this option.

Relevant examples include collecting resident feedback, asking specific questions, inquiring about concerns, or highlighting any time-sensitive information with new equipment and systems.

Media Website Development

The City's website can be a convenient means of conveying the message that school zone speed enforcement improves public safety. The website is beneficial to both the City and its citizens—offering an outlet to relay important messages, providing citizens with additional payment options, and acting as a tool to help understand the program. Most importantly, the website spotlights the positive impact the program is having on the safety of your school zones.

To provide ongoing public information and education regarding your photo enforcement system, we can suggest updates and modifications to the website. Since it contains information about the objectives of the program and how it operates, as well as the technology behind it, it is important to keep the site up to date and easy to use.

With program features and lists of frequently asked questions (FAQs) readily accessible, citizens can review the website to learn more about the program. Another important feature is that it empowers citizens to access their violations online. The City's site can be linked to Conduent's Pay-by-Web feature, so citizens have the convenience and ease of paying violations online. Because it can increase the rate of fines collected, the Pay-by-Web functionality has become an extremely useful tool to municipalities.

Successful Public Information and Education Programs

We have assisted similar clients with their automated traffic enforcement community information and education campaigns including:

- Rockville, MD
- Denver, CO
- Beaverton, OR
- Montgomery County, MD
- Manatee County, FL
- Philadelphia, PA

- Chicago, IL
- Providence, RI
- Portland, OR
- Maryland State Highway Administration (SHA)
- Winnipeg, MB
- City of Miami Beach, FL
- Memphis, TN
- Wilmington, DE

Some examples of our public education and awareness program elements include:

Use of a Prominent Spokesperson

In Memphis, Tennessee, the Conduent team worked with the Police Department to present the speed enforcement message for use in various media outlets.



Figure4.11.1-2. Public Engagement in Memphis Supported by Our Team
*<https://www.memphistn.gov/government/engineering/traffic/speed-safety-cameras/>
Involving prominent community figures is an important and effective way to engage the public on high profile public awareness campaigns.*

Superintendent Dr. Joris M. Ray had this to say about the program and Conduent’s role:
“Getting to and from school safely are two of the most critically important parts of the day for Shelby County Schools’ students. We are extremely grateful to partner with the City of Memphis and Conduent on Memphis’ new Speed Safety Program, as we encourage motorists to slow down in school zones and support increased public safety that enhances protection for our children.”



Figure 4.11.1-3. Maryland State Highway Administration Homepage with Professional Images

Balance between text and pictures makes your messages more appealing and accessible.

Frequently Asked Questions (FAQs) Support

A useful feature of many program websites is the FAQs page (Figure 4.11.1-4), which can alleviate unnecessary fears and clarify areas of confusion for drivers. For example, drivers are frequently concerned about whether photo enforcement citations affect insurance premiums and driving records. Knowledge is power, and providing clear, easily accessible information strengthens the message put forth to the public and helps optimize program success.

The screenshot shows the website's header with navigation links: HOME, LOCATIONS, FAQs, VIOLATION INQUIRY, PAY A TICKET, RELATED INFO, and SAFETY. The main content area is titled 'Managing Speed and Reducing Speed Related Crashes' and features a 'NOTICE SPEED PHOTO ENFORCED WORK ZONE' sign. Below this is a list of 12 frequently asked questions (FAQs) regarding the Automated Speed Enforcement (ASE) program. The left sidebar contains links for 'MARYLAND LAW', 'SAFEZONES PROGRAM OVERVIEW', and 'CONTACT US'. The right sidebar displays logos for the Maryland State Police, MDOT State Highway Administration, and Maryland Transportation Authority.

FAQs (Frequently Asked Questions)

- Q1. [What are automated speed enforcement \(ASE\) systems?](#)
- Q2. [What is the goal of the work zone automated speed enforcement \(ASE\) program?](#)
- Q3. [When did the Maryland SafeZones program begin?](#)
- Q4. [How do speed cameras work?](#)
- Q5. [How often are the ASE systems checked for accuracy?](#)
- Q6. [Where are the speed cameras located and how are the sites selected?](#)
- Q7. [How will I know if I am in a work zone with a speed camera?](#)
- Q8. [If I drive past a speed camera at 2 or 3 mph over the speed limit, will I automatically get a ticket?](#)
- Q9. [Can I get a citation driving through a work zone even if work is not taking place?](#)
- Q10. [How long does it take to get a citation in the mail?](#)
- Q11. [Is there a warning period before citations are issued?](#)
- Q12. [What is the fine? Are points assessed against my driver's license?](#)

Figure 4.11.1-4. Sample FAQs from the Maryland State Highway Administration Website
Frequently Asked Questions inform the public on how photo enforcement programs work.

Efficient Use of Social Media

Social media has increasingly become the way many people get their news and keep themselves informed about their communities. For example, the Maryland State Highway Administration (MD SHA) website features links to a YouTube channel with videos showcasing their WorkZone Speed Enforcement Program. These videos show victims of crashes attesting to the necessity of photo enforcement to prevent future crashes, as well as interviews with public officials that strengthen the safety and public health messages. The website also has links to Twitter and RSS feeds, which viewers can use to check off areas of interest, including news updates about photo enforcement. Similar tools that have proven successful for other customers can be incorporated into your program's website.

Social media has become a preferred go-to resource for information, allowing for instant updates, public safety hazards, urgent required actions, and other fast-moving pieces of information. Part of the process when creating a public awareness campaign is to review current strategies and social media accounts. There are endless opportunities to reach your audience with messages that match each channel's features – maximizing reach and impact. Based on your preferences regarding content and your current social media vision, our team can provide support to enhance and invigorate your presence on desired platforms such as Facebook, Instagram, Twitter, and YouTube.

Cross-referencing social media accounts with those of partnering agencies can be an effective way to increase visibility and attract a larger audience. Citizens sharing your content gives

others a sense of trust in your communications and your program, which, partnered with an efficient campaign, can take awareness to your projected levels.

Brochures and Flyers

Our team can support the City with content for flyers and brochures that may be used to relay information, data, monitoring activities, goals, and other program details. Flyers and brochures can be used at public venues, mailed to citizens, or included in initial mailers to drivers (Figure 4.11.1-5). Another version of developed information can be used as an **insert**, as shown in Figure 4.11.1-6.

Intersection Speed Enforcement in Beaverton
 Improving Safety on our Streets by Reducing Speeds and Changing Driving Behavior

Reduce your Speed
Reduce your Risk

The Facts on Speed and Safety

- A vehicle traveling at 42 mph in a 30-mph speed zone (40% faster) will take twice as long to stop than a vehicle traveling at the speed limit.
- The chances of serious injury or fatality for pedestrians increases from 40% to 80% when a vehicle travels 40 mph in a 30-mph speed zone.
- A recent study found that half of drivers who were fatally injured in a crash were in an impact with a change in velocity of 34 mph or less.

Intersection Speed Enforcement in Beaverton

Over a one year period in 2015/16, more than 3.7 million cars passed through Beaverton's four red light camera intersections. 94,862 (3%) of these drivers were speeding at 11 mph or more, above the speed limit, posing a significant danger to pedestrians, cyclists, and other drivers.

The City of Beaverton believes that intersection speed enforcement is an efficient way of changing driving behaviors and reducing speeds, thereby improving safety on our streets.

Existing speed monitoring technology, part of Beaverton's photo red light enforcement systems, can track the speeds of up to 128 different objects at a time moving through an intersections.

This technology, from new vendor Conduent, will capture all relevant data for a speeding citation to be issued, per legislative language. Once a Beaverton Police officer has reviewed the data for accuracy, the officer will electronically issue the citation.

From 9/15/18 to 10/15/18, a 30-day warning period will be in place. After this time, citations for speed violations at SW Walker Rd and SW Cedar Hills Blvd **ONLY** will be issued. Issuance of citations for speeding violations at the three remaining intersections will be phased in throughout the remainder of 2018 and possibly into 2019.

Cumulative speed curves for car drivers in cars with a frontal impact
 All ages, belted car drivers, frontal impacts with another car
 — Slight (n = 75) — Serious (n = 478) — Fatal (n = 68)

Cumulative percentage of severity

*Department for Transport, London, 2002. 24/03/07 (pp.1)

Figure 4.11.1-5. Flyer Informing Citizens about Intersection Monitoring
In Beaverton, Oregon, Conduent provides brochures and flyers to highlight benefits of photo enforcement.



Safer Intersections Coming to Tigard in Fall 2019

Traffic safety is a priority for the City of Tigard. Running red-lights has been identified as the leading cause of urban crashes according to the Insurance Institute for Highway Safety. Currently, there are not enough police officers to enforce red-light violations at every dangerous intersection in Tigard.

In fall 2019, the Tigard Police will begin using photo enforcement to make intersections along Pacific Highway (99W) safer for motorists, pedestrians, and bicyclists. High-resolution images will capture vehicles entering an intersection during a red light. The City of Beaverton reported a 36% reduction in red light violations and a 41% reduction in injury crashes during a ten-year period of photo traffic enforcement. Tigard expects similar results.

Tigard Police considered crash and violation data in selecting these intersections along Pacific Highway (99W):

- 72nd Ave
- Hall Blvd
- Durham Rd



City of Tigard | POLICE DEPARTMENT
13125 SW Hall Boulevard, Tigard, Oregon 97223

For more information, visit www.tigard-or.gov/police
or email us at AskTigardPolice@tigard-or.gov



Figure 4.11.1-6. Insert Informing Citizens about Red Intersection Monitoring
Similarly in Tigard, Oregon, Conduent developed an insert to highlight the benefits of photo enforcement.

4.11.2 Signage [RFP 2.6]

REQUIREMENT: RFP Section 2.6

The Contractor shall provide all necessary signage to ensure compliance with applicable laws. The Contractor shall provide all signage in both Spanish and English, and the Contractor shall provide Spanish and English versions of any documents pertaining to the photo speed enforcement program that are to be disseminated to the public.

The Contractor-furnished signposts shall be constructed of galvanized steel and of suitable size (two inch by two inch minimum). Each post must be set at least 2 feet deep into the ground as well as allowing for 7 feet of clearance between the ground and the base of the sign. Each sign must be mounted securely to the galvanized steel post and must be approximately 24 x 36 inches in size, or other size as directed by the City. Each sign must be made of aluminium and the lettering must be approximately 3.5 inches in size unless otherwise approved by the Program Manager. Each sign must be placed in an area not obstructed by trees or shrubbery and may be placed by the Contractor only after the approval of the Program Manager.

We will work with the City to provide the necessary signage, in both English and Spanish, to assist in citizen awareness for the Photo Speed Enforcement Equipment and Service program. We will be in compliance with posting of signage to be set at least 2 feet deep into the ground as well as allowing for 7 feet of clearance between the ground and the base of the sign. Each sign will be mounted securely to the galvanized steel post and must be approximately 24 x 36 inches in size, or other size as directed by the City. Additionally, each sign will be made of aluminium and the lettering must be approximately 3.5 inches in size unless otherwise approved by the Program Manager and placed in an area not obstructed by trees or shrubbery and may be placed by the Contractor only after the approval of the Program Manager.

Figures 4.11.2-1 to Figures 4.11.2-3, below are examples of speed signs that we have produced and installed for other municipalities.



Figure 4.11.2-1. Posted Speed Photo Enforcement Sign

A speed sign in a school zone is posted for passing vehicles. Signs such as this will be available for the City in both English and Spanish.



Figure 4.11.2-2. Posted Speed Sign

A reduced speed sign in designated location. Signs such as this will be available for the City in both English and Spanish.



Figure 4.11.2-3. Posted Speed Photo Enforcement Sign

A speed sign in a school zone is posted for passing vehicles. Signs such as this will be available for the City in both English and Spanish.

4.12 Meeting Requirements [RFP 3.4.J]

REQUIREMENT: RFP Section 3.4.J

Explain the Offeror's approach for meeting the requirements of section 2.9.3 herein.

4.12.1 Court Proceedings [RFP 2.9.3]

REQUIREMENT: RFP Section 2.9.3

The Contractor shall provide a representative to attend court proceedings, including necessary testimony as requested. The City will send notification 3 business days prior to any court case in which a representative is needed. The City remains the determining party in all cases requiring in person support from the Contractor.

Conduent offers the experience and support of our representative, a full-time expert witness, to defend your court cases vigorously and successfully.

Conduent provides expert witnesses at our own expense to support the City's Photo Speed Enforcement Program at court hearings when requested.

To support the prosecution of contested violations, technicians can provide expert testimony on the related equipment for all contested complaints based on:

- Accuracy
- Calibration
- Maintenance
- Repair documentation
- Technical operation
- Reliability of photo/speed cameras

They can also testify regarding the effectiveness of related equipment.

To obtain the designation of expert witness, the technician must complete rigorous training in the method of operations, maintenance, and scientific principles behind the photo speed cameras, flash unit, detection loops, and connection to the City's intersection controllers.

For greater convenience, before and during court proceeding testimony, the CiteWeb system allows expert witnesses to view all citation information, including violation images, directly in the adjudication office from any workstation with internet access.

Notifying Operators and Technicians of Adjudication Dates

We understand that the City will provide notification 3 business days prior to being needed for a court case. CiteWeb has the functionality to notify operators and technicians of the date and time of adjudications. One of the available management reports, the Court Docket report, may be accessed, sorted by court date, and printed. As a result, operators and technicians are provided with all scheduled hearing information in one convenient report.

Additionally, other materials may be developed to present relevant information about the program to the court or citizens who appear for a hearing.

Additional solutions we provide for your court proceedings needs are:

- Adjudication System
 - Violation information is provided directly to the courtroom using a centralized system
- Hearing evidence packages
- Courtroom Support
- Court Packages
 - A copy of the citation
 - A blow up of the license plate cropped image
 - Two environment images
 - A copy of the deployment log
 - An annual certification of the equipment
 - The operator certificate
- Scheduled Hearings
 - Online scheduled hearing function
 - Customer service staff members can schedule hearings over the phone, in writing, or in person
 - Hearing calendar

4.13 Sample Reports [RFP 3.4.K]

REQUIREMENT: RFP Section 3.4.K

Provide sample reports similar to those required by section 2.8 herein.

4.13.1 Images of Reports and Recording Keeping [RFP 2.8]

REQUIREMENT: RFP Section 2.8

1. No later than January 1 of each year, the Contractor shall provide the City with data and reporting information to allow the City to meet the reporting requirements set forth in section 46.2-882.1(B)(9) of the Virginia Code.
2. The Contractor shall provide an annual report to the City. The reporting period shall be based on the City's fiscal year beginning July 1 and ending June 30. The report shall include year-to-date statistics, an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented. The annual report shall be required by mid-July of the following year to allow the City to file its own annual report on the results of the program by August 1 of each year.
3. A wide range of monthly reports shall be provided by the Contractor to the Program Manager. At minimum, the following data are required to be reported to the City each month:
 - a. Number of events
 - b. Number of violations recorded
 - c. Number of event 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 amount of fines remitted to City by violators, calculated on a monthly, year-to-date, and program-to-date basis
 - j. Status of citations issued by City (such as outstanding, awaiting hearing, paid, etc.)
 - k. Number of telephone calls, their resolution, wait time, etc.
 - l. Adjudication hearings scheduled and held
 - m. Adjudication appointments scheduled
 - n. Disposition of adjudication hearings
 - o. Equipment hours of service
 - p. Camera maintenance status and downtime with explanation
4. Information and data collected by the Contractor shall be stored in an indexed database to enable tracking of citations and the capability to print statistical reports as needed. The Contractor shall retain (i) inquiries from violators, (ii) maintenance logs and records of all of the City's maintenance requests and inquires referencing malfunctions with equipment, insufficient photos, and (iii) record of any individuals accessing the on-line portal. The Contractor shall comply with Virginia Code § 46.2-882.1 regarding retention of data. The Contractor shall provide monthly, quarterly and yearly financial statements to the City. Financial statements should include the total number of citations issued over a specified time period and for which locations, the number of citations paid to the courts or the Contractor, during the specified time period, year-to-date overall totals, along with costs for all equipment provided to the City by the Contractor under this Contract. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this agreement in accordance with generally accepted accounting principles.

**We comply with all reporting requirements as detailed in Section 4.9.2 of this response.
Samples of available reports are contained within this section.**



Figure 4.13.1-1. Average Speed by Location.
The Average Speed by Location report shows the average speed per location for a specified day. The date range is modifiable as needed.

File Transfer Audit Detail NEW Report

All Vendors

Reporting Period: 12/01/2021 to 12/31/2021

Records Transferred	27,425	
Violations Received/ % Transferred	27,425	100.00 %
Mailed / % Violations Received	13,071	47.66 %
Paid Notices not mailed	0	0.00 %
In Process/ % Violations Received	9,853	35.93 %
Non Issued/ % Violations Received	4,501	16.41 %
Non Violations	0	0.00 %
<hr/>		
Reason for In-Process	In Process / % of Total In Process	
Pending Initial Review-Citenet	0	0.00 %
Pending Verify Rejects-Citeweb	0	0.00 %
Dmv No Hit review	34	0.35 %
Pending Citizen Approval	5622	57.06 %
Pending DMV Lookup (Sent to DMV)	847	8.60 %
Pending Final Approval	530	5.38 %
Printed and awaiting Toucan Confirmation	2319	23.54 %
Ready for 1st Mail	499	5.06 %
Supervisor Approval	2	0.02 %
TOTAL In Process:		9853
<hr/>		
Reason for PD Non-Issuance	Non Issued PD / % of Total Not Issued PD	
Test Events	2,107	51.81 %
No Violation	776	19.08 %
Old Issue Date	693	17.04 %
Make mismatch	355	8.73 %
Make Model Unidentifiable	39	0.96 %
Poor Image	23	0.57 %
Obstructed Vehicle	21	0.52 %
Illegible Tag	15	0.37 %
Data Review Reject	11	0.27 %
Funeral	6	0.15 %
Dark Environment	5	0.12 %
Avoiding Emergency Vehicle	5	0.12 %
Officer Direction	2	0.05 %
Obstructed Tag	2	0.05 %
Emergency Vehicle	2	0.05 %
Wrong Tag In Image	1	0.02 %
Traffic Signal Reject	1	0.02 %
Plate Over Exposed	1	0.02 %
No Redlight Visible	1	0.02 %
Duplicate Tag	1	0.02 %
TOTAL PD Non Issuance:		4,067

Figure 4.13.1-2. File Transfer Audit Detail Report
 The File Transfer Audit Detail Report shows issuance status and non-violation details. The date range is modifiable as needed.

Client Summary Report By Location		
All Locations		
From 01/01/2022 to 01/31/2022		
Location: 051621011050 NB MD 210 Kerby Hill Rd / Palmer Rd		
Days of Enforcement in Period	6	
Hours Enforced in Period	52.43	
Events	319	
Possible Violations / % of Events	224	70.22 %
Violations Mailed / % of Possible Violations	174	77.68 %
In Process / % of Possible Violations	0	0.00 %
Conduent & Police Rejects / % of Possible Viola	50	22.32 %
Non Violations / % of Events	95	29.78 %
<hr/>		
Conduent/Police Rejects (Controllable)	Count	% of Total Controllables
Clarity of Plate - Conduent	2	22.22%
Dark Environment - Conduent	4	44.44%
DMV - Clarity of Plate - Conduent	3	33.33%
TOTAL:	9	
<hr/>		
Conduent/Police Rejects (Uncontrollable)	Count	% of Total Uncontrollables
Car Obstructed - Conduent	7	17.07%
DMV No Hit - Conduent	6	14.63%
Plate Damaged - Conduent	2	4.88%
Plate Obstructed - Conduent	5	12.20%
Rental/Lease - PD	1	2.44%
Rental/Leasing vehicles - Conduent	8	19.51%
Temporary Tag - Conduent	9	21.95%
Unknown Make - Conduent	1	2.44%
Vehicle Match Failure - Conduent	2	4.88%
TOTAL:	41	
<hr/>		
Non Violations	Count	% of Total Violations
Emergency Vehicle	3	3.16%
Test Shot	92	96.84%
TOTAL:	95	
<hr/>		
Violations Mailed	Count	% of Total Violations
Fine Paid	85	48.85%
Out Of State- Second Notice Issued	30	17.24%
Ready for 021 - Citation sent in w/o instructions	1	.57%
Ready For Third Notice(InState)	30	17.24%
Ready For Third Notice(OutState)	9	5.17%
Reg Hold Confirm	19	10.92%
TOTAL:	174	
<hr/>		
Violations Mailed as % of Controllable Only: 95.08 %		

Figure 4.13.1-3. Client Summary Report.
 The City's monthly Client Summary Report includes all controllable and uncontrollable reject codes in addition to total number of days and hours in enforcement period.

Last 30 Days							
Table							
Location	Passes	Events	Possible Violations	Violations Issued	In-Process	Uncontrollable Rejections	Controllable Rejections
[1300] 13500 Blk Travilah Rd -NB	22074	475	268	203	60	104	184
[1328] 24200 Blk Woodfield Rd. s/b	35724	479	270	220	46	178	156
[1071] 1300 BLK BONIFANT RD E/B	0	400	280	185	86	119	10
[1358] 1500 Olney Sandy Spring Rd e/b	45127	464	281	217	57	168	157
[1333] 14200 Blk Damestown Rd e/b	45467	518	282	218	57	224	204
[2506] 200 Blk Nelson St n/b	0	409	284	211	61	109	31
[1624] 6300 Blk Wisconsin Ave s/b	0	532	280	206	72	189	59
[0042] 6000 BLK CONNECTICUT AVENUE S/B	0	370	301	139	33	54	23
[1106] 13100 Blk Parkland Dr s/b	0	501	315	213	81	178	17
[5007] 7400 Blk Carroll Ave n/b	0	591	321	196	27	241	66

Figure 4.13.1-4. Ratio Analytics to Track Performance
 User can easily determine through ratios how sites perform over time through Vehicle/Violations and Citations/Violations.

Traffic Speed			
Traffic Speed			
Sorting:			Clear
Location	Average	Min	Max
[2003] Marlboro Pike EB @ Brooks Drive	17	1	64
[2014] Marlboro Pike WB @ Donnell Drive	24	1	82
[2024] Sheriff Rd WB @ Village Green Drive	24	1	99
[2033] Allentown Road EB @ Temple Hill Road	20	1	93
[2044] Iverson Street WB @ 23rd Place	21	1	85
[2053] Allentown Road EB @ Brinkley Road	28	1	90
[2054] Allentown Road WB @ Brinkley Road	24	1	116
[2061] Sulland Road NB @ Regency Parkway	25	1	79
[2062] Sulland Road SB @ Regency Parkway	21	1	106
[2071] Old Baltimore Pike NB @ Ammendale Road	30	1	80

Figure 4.13.1-5. Average Speed
 User can monitor traffic trends based on the average speed per hour or week. This data shows speeds against the posted speed limit.

4.14 Profiles of Implementation in other Localities [RFP 3.4.L]

REQUIREMENT: RFP Section 3.4.L

Provide profiles of the Offeror’s implementation of its photo monitoring system in other localities in Virginia, including, but not limited to, the number of citations submitted by the Offeror to the locality per year in the past two years, the percentage of summonses issued by the locality based on the citations submitted by the Offeror during that two-year period, and the percentage of monetary penalties collected during that two-year period. If Offeror has not implemented its system in Virginia, Offeror must provide the information requested for other localities in the United States.

As a pioneer in red light and speed enforcement solutions and services, Conduent has a vast amount of experience gathered through its work with the Department as well as multiple agencies throughout the United States.

Today, Conduent is one of the largest photo/camera enforcement providers in North America, providing hardware, software, and support services for red light and speed photo enforcement programs. We implemented one in every four photo/camera enforcement systems in the United States and operate and maintain these systems today.

We have substantial red light and speed enforcement experience in Virginia, including an established program in the City of Fairfax (which was also the first speed enforcement program in the state), a new speed program in Fairfax County as well as the City of Manassas, and separately newer red light photo monitoring programs in the City of Manassas and the City of Newport News. Table 4.14-1 provides the profiles of our Virginia clients. Although not listed here many of our large Maryland programs issue several hundred thousand citations annually with over a 90% collection rate.

Table 4.14-1. Profiles of Conduent’s Implementation in Virginia

Client Name	Number of Citations submitted per year in the past five years	% of Summonses based on citations submitted in the past five years	% of Monetary Penalties collected in the past five years
City of Fairfax, VA	2018: 26,174	2018: 21.13%	2018: 88.55%
	2019: 23,493	2019: 17.90%	2019: 80.03%
	2020: 19,159	2020: 15.92%	2020: 88.58%
	2021: 16,814	2021: 16.56%	2021: 91.59%
	2022: 44,985	2022: 38.48%	2022: 55.97%
City of Manassas, VA	2020: 935	2020: 68.60%	2020: 11.02%
	2021: 19,068	2021: 84.56%	2021: 64.63%
	2022: 23,700	2022: 94.00%	2022: 81.54%
City of Newport News, VA	2021: 4,003	2021: 72.61%	2021: 36.80%
	2022: 12,408	2022: 82.46%	2022: 45.86%

Please note that the cities of Manassas and Newport News started in 2020 and 2021, respectively.

4.15 Photo Speed Monitoring Requirements [RFP 3.4.M]

REQUIREMENT: RFP Section 3.4.M

The Contractor must explain how they can meet the requirements outlined in section 2.0 (1) and section 2.2 (D 13-16).

4.15.1 LIDAR Based System [RFP 2.0 (1); 2.4]

REQUIREMENT: RFP Section 2.0 (1); 2.4

1. The Contractor shall provide a LIDAR based Photo Speed Monitoring System meeting the requirements of Va. Code section 46.2-882.1. The Photo Speed Monitoring System must be capable of measuring speed over four lanes of same direction travel and must be a LIDAR based system that captures high resolution / definition photographs to be used in an evidentiary capacity, to meet or exceed the specific image requirements as defined in Section 2.4(1) herein.

2.4(1) Images captured by the Photo Speed Monitoring System must be clear and suitable for identification and submission purposes as evidence in court.

Automated Scanning LIDAR Speed Enforcement System

VITRONIC's POLISCAN Speed system is a non-invasive and highly accurate automated speed enforcement system (Figure 4.15.1-1) that comes in three configurations – fixed pole-mounted, vehicle mounted, and portable camera unit (PCU) violation capture arrangements. The VITRONIC POLISCAN Speed system harnesses the latest in scanning LiDAR detection technology to provide precise position and speed data for each and every vehicle on the roadway. The scanning LiDAR detection, in conjunction with twin twelve (12) megapixel digital cameras for a combined twenty four (24) megapixels of enforcement, allows for the documentation of all speeding offenses, including fast moving vehicles traveling side-by-side in high volume traffic. The system can enforce traffic offences for up to six lanes simultaneously, attributing specific vehicle and lane identification to the offender in the recorded images.



Figure 4.15.1-1. VITRONIC POLISCAN Speed System

The system is versatile enough that it can effectively enforce roadways with hills and curves, something that many competing technologies are unable to do. The VITRONIC POLISCAN Speed system not only records a higher volume of traffic offenses than all competing technologies can, but it also stands up to the rigorous challenges that are brought on by the courts with the lowest adjudication rate in the industry. Its automatic internal calibration checks provide confidence in the correct operation of the system while disabling operation in case of a failure. The twin digital cameras and their separate lenses increase the depth of field, enhancing the sharpness and clarity of the image, without the need for image enhancement. Unlike competing single camera solutions, when multiple, simultaneous, and concurrent violations occur, the system spreads the workload between the high-resolution twin-cameras to eliminate the possibility of a “busy” camera not recording an image. The VITRONIC POLISCAN Speed is a LiDAR based digital speed enforcement solution offering superior day and nighttime images

capable of reading characters from reflective and non-reflective license plates in all lighting scenarios.

The VITRONIC POLISCAN Speed system is capable of recording violations in varying weather conditions in all seasons. The system is currently used throughout the world in locations where environmental conditions range from the extreme heat of Saudi Arabia to the cold winters of Saskatchewan, Canada. For optimal operation across varying temperatures the system automatically monitors the internal temperature of the system and stops operation if the permissible range, between -40°F to +131°F, is exceeded. To prevent operational interruptions during cold weather, the system uses an internal heater that is automatically engaged as necessary. The system is unaffected by hot weather because the components are contained within the portable camera unit (PCU) and are not subjected to the exterior temperatures.

We can rotate the VITRONIC POLISCAN Speed system between previously constructed locations with ease due to the modular design of the system. PCUs are rotated and ready for enforcement promptly upon request from you. To summarize, this system offers several distinct advantages over other equipment:

- The VITRONIC POLISCAN Speed system records more vehicle passes, more violations, produces higher quality images than competitive systems with effective coverage of up to 6 lanes
- The highly advanced hardware and software automates nearly all facets of the operator setup and improves violation detection capabilities
- Form factor drastically reduces the size and weight of the system so that overall setup time is minimized

Places an overlay on the rear of the violators vehicle at time of capture eliminating any need for determining who the violator is even when violations occur side by side simultaneously.

System Setup. The software's intuitive graphical user interface (GUI) is easy to use and is designed to minimize user mistakes. The GUI features a unique approach to usability which guides the Operator through the system set-up and reduces the time required to start an enforcement session. The GUI adjusts font and button sizes depending on the resolution of the computer screen used. The rear of the measuring unit has an integrated color touch display which allows easy and intuitive access to system information. This includes live data on the current enforcement session, recent cases, and the system status. If the calibration interval is close to the expiration date an appropriate warning message is displayed during system start-up.

The VITRONIC POLISCAN system is accessed remotely through the control software. The control software guides the operator in adjustment and alignment with a real-time, lane-based, graphical representation of the passing traffic. During adjustment, the system simultaneously analyses and adapts to the traffic flow. Even if the system is adjusted incorrectly by the Operator, no incorrect speed measurement is ever made, which no other system for unattended enforcement is able to claim, further adding to the confidence you will have with this system. The control software GUI enables the operator to adjust all the required settings, depending on

their assigned permissions. Each field can be selected, and data is entered by the user or selected from drop-down boxes.

Violation Capture. The vehicle detection sensor in the VITRONIC POLISCAN system is an eye-safe scanning LiDAR. Within the measuring area, the system analyzes the reflected laser light from the scanning LiDAR at a rapid rate, filtering out vehicles from non-vehicles. Upon detection of the presence of vehicles in the measuring area, it tracks each vehicle's precise position independently. The system computes and records the average speed of each vehicle as it travels through the measuring area, autonomously analyzing the quality and confidence levels of the measurements and eliminating those outside of its tolerances.

Figure 4.15.1-2 depicts approaching enforcement. In Virginia, this includes rear enforcement operating in the same manner.

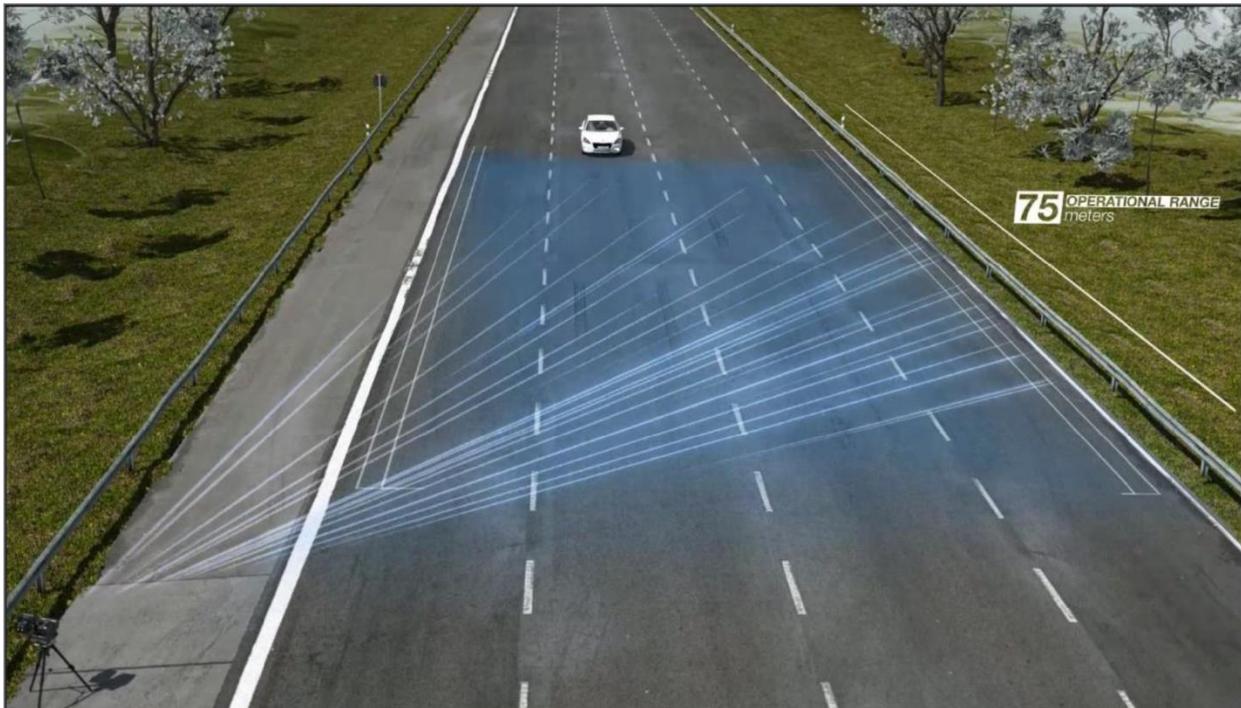


Figure 4.15.1-2. VITRONIC POLISCAN Speed Scanning LiDAR Detection Measurement Area
Depicted in the images is a car within the system's measurement area; this would be rear enforcement in Virginia.

If the measured speed of a vehicle exceeds the user-adjustable speed limit threshold, the system triggers one of the twin-cameras to record two consecutive images. The interval time between the two images is approximately 0.2 seconds, unless changed by the user. The software automatically chooses the appropriate camera to record the images, based on the focal length of the camera lens. An evaluation template on each of the recorded images correctly assigns the measured speed to the offending vehicle. Visible on the violation image, the evaluation template consists of a frame around the detected vehicle that is automatically generated by the software at the time of the violation (Figure 4.15.1-3).

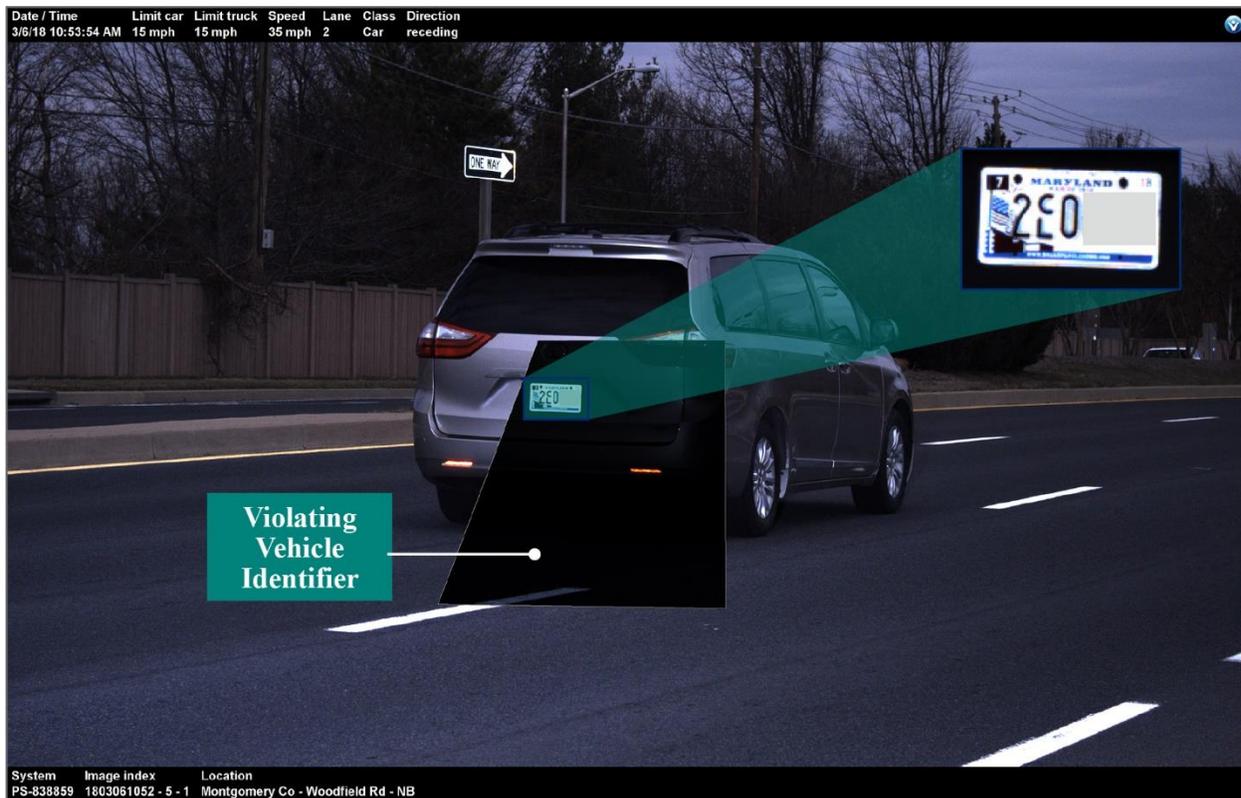


Figure 4.15.1-3. VITRONIC POLISCAN SPEED Evaluation Template
Sample showing license plate close-up and evaluation template.

The camera trigger point is limited to a specific area to prevent incorrect measured speed assignments (see shaded area in Figure G-5). The recorded images and violation data are encrypted and stored on the system's internal storage device and may be transferred to an external storage device at a later point in time. Additionally, the system records and stores information such as the number of vehicle passes and violations. Proprietary extraction and conversion software is used to decrypt and view the recorded images and data before it is sent via our virtual private network (VPN) to the back-end data center.

The VITRONIC POLISCAN system records up to two digital color images of each speeding offense, day or night, year-round. The images are of high enough quality that a close-up of the license plate may be extracted, providing an opportunity for a clear, legible plate image. Each image contains the relevant violation data such as: measured speed, lane number, date and time, which are embedded into the image's data bar at the time of the violation. The data-bar is positioned on the top and bottom portions of the recorded image. Each image also contains a representation of the measurement data in the form of an evaluation template explicitly identifying the violating vehicle, even when multiple vehicles are shown in the image.

The VITRONIC POLISCAN system, in addition to violation data, records the traffic data for passing vehicles and stores it in an XML file that is loaded to CiteWeb for reporting purposes.

The Cosine Error

Experience has taught us that the Cosine Error often results in rejected citations. Even precisely placed cameras cannot record a vehicle's true speed if they rely on RADAR or standard Light Detection and Ranging (LiDAR) technology.

If a vehicle is not traveling directly at radar, its relative speed will be slightly below its actual speed. The phenomenon is called the Cosine Error because the measured speed is affected by the cosine of the angle between the radar and the direction of the vehicle. The greater the angle, the greater the speed error, and the lower the measured speed, as illustrated in Figure 4.15.1-4. Systems using RADAR and standard LiDAR systems must compensate for the vehicle's relation to their offset angle.

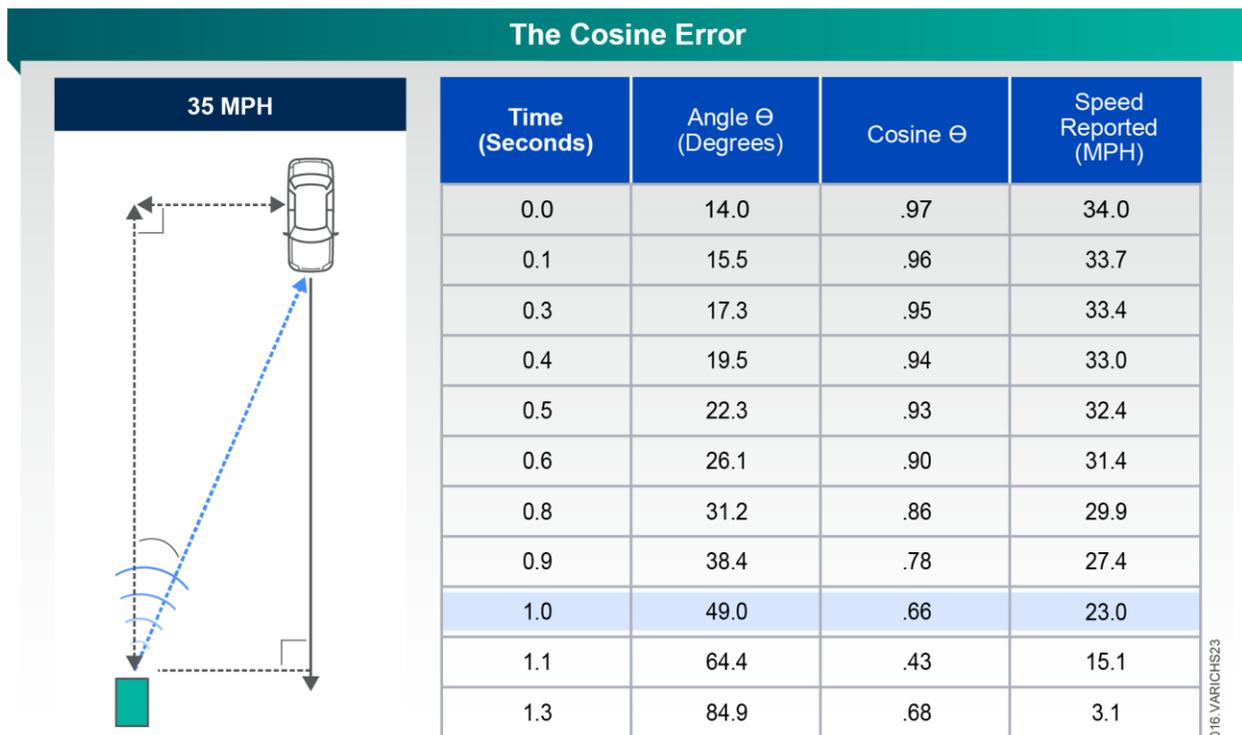


Figure 4.15.1-4. Cosine Error

If RADAR and standard LiDAR systems are not perfectly aligned, or if the vehicle does not travel in a perfectly straight trajectory, the measured speed will be inaccurate.

Technologies that must compensate for the cosine error claim that they can be set at a particular angle to compensate for the cosine error by factoring the cosine of the angle into their speed calculations. However, it is not humanly possible to perfectly align a radar or standard LiDAR system to a specific angle, and therefore the speed registered is never 100% accurate.

Regardless of set up, the cosine error also occurs whenever a vehicle's trajectory is not perfectly straight, such as during lane changes, because the angle is no longer a precise 20 degrees.

Other competitors who claim their products utilize LiDAR are using a much lower quality solution most importantly for fact they are less accurate, but also have substantially worse image quality. In addition, when multiple violations occur their systems are unable to capture these instances whereas the VITRONIC POLISCAN system will capture every violation every time with complete accuracy which is a distinct advantage over all other systems.

Quality and Accuracy of Camera Systems

The **VITRONIC POLISCAN Speed System** is approved by independent government institutes and authorities based on legal metrology in 13 countries in the European Union, amongst them PTB in Germany and Metas in Switzerland, and 10 non-EU countries across the world. There have been no lost court cases due to technical errors, worldwide.

The VITRONIC POLISCAN system must undergo annual recertification that is set inside the operating software. Should this not be completed, the VITRONIC POLISCAN will cease enforcement as soon the set calibration due date has been reached.

The VITRONIC POLISCAN accuracy is certified at +/- 1 mph for measurement values up to 100mph and 1% of the right value for measurement values over 100mph by rounding up to the nearest integer value.

Table 4.15.1-1. Equipment Required for a Six Lane Roadway

Equipment	Size
<p>VITRONIC POLISCAN</p> 	<p>12" x 12" x 12"</p>
<p>Portable Camera Unit enclosure</p> 	<p>2'4" x 2'4" x 4'9"</p>

Equipment	Size
<p data-bbox="537 247 651 275">Flash Unit</p> 	<p data-bbox="1154 254 1273 281">8" x 8" x 8"</p>
<p data-bbox="524 485 664 512">Battery Pack</p> 	<p data-bbox="1143 491 1284 518">16" x 12" x 8"</p>

Image Samples

Please see section 4.16 Violations over Multiple Lanes of our response for additional image samples.

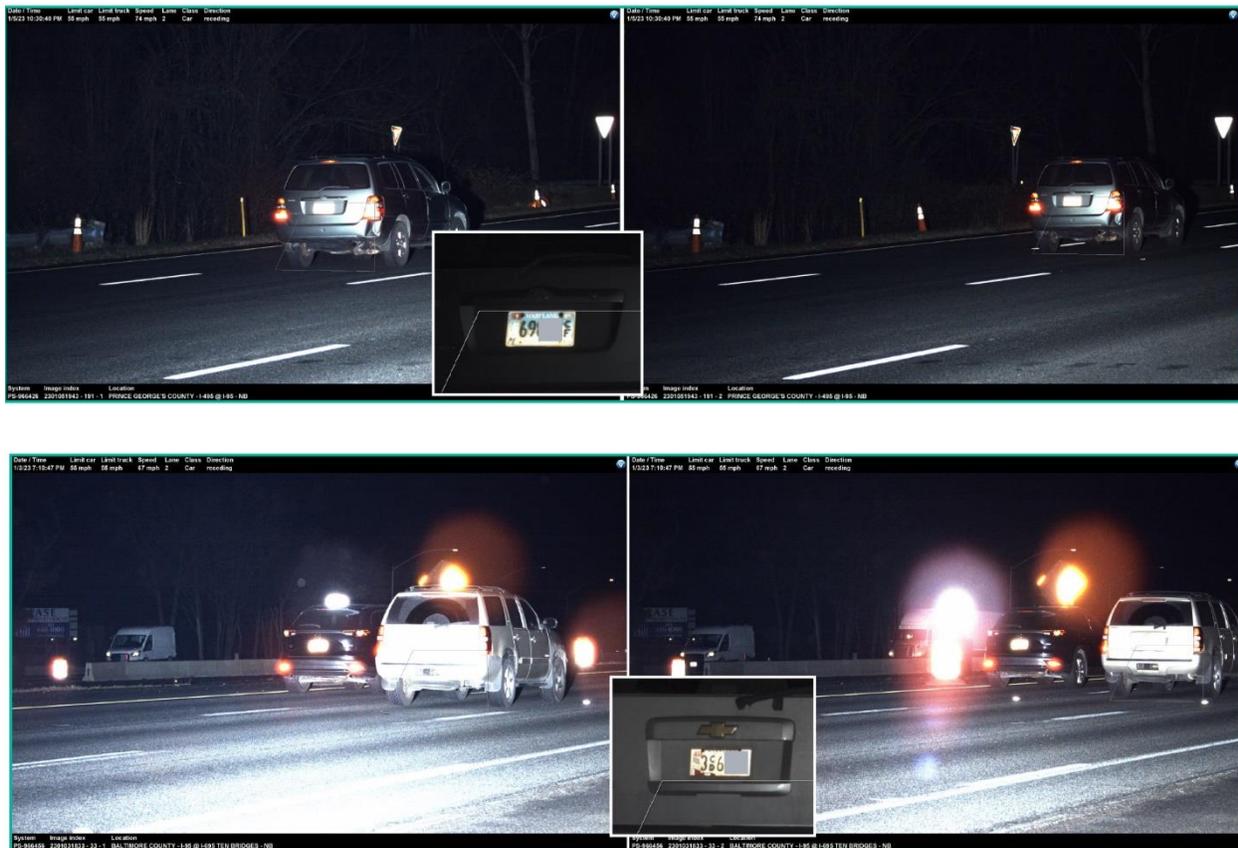


Figure 4.15.1-5. Nighttime Images
Images taken at night allow for clear license plate photos.

4.15.2 [RFP 2.2 (D 13-16)]

REQUIREMENT: RFP Section 2.2 (D 13-16)

Response pending addendum/answers to questions.

4.16 Violations over Multiple Lanes [RFP 3.4.N]

REQUIREMENT: RFP Section 3.4.N

Explain how the Offeror's Photo Speed Monitoring System detects violations over multiple lanes of travel in at least one direction. Alternatively, a Photo Speed Monitoring System capable of monitoring multiple lanes of travel in two directions of simultaneously will also be considered by the City.

VITRONIC POLISCAN Speed System is a non-invasive, highly accurate automated speed enforcement system. It harnesses the latest scanning LiDAR detection technology to provide precise position and speed data for every vehicle in the enforcement zone. The scanning LiDAR detection, in conjunction with twin 12-megapixel digital cameras (24 megapixel combined), allows for documentation of all speeding offenses, including fast moving vehicles traveling side-by-side in high volume traffic. Using scanning LiDAR allows us to track vehicles in a 3D environment, covering the whole roadway and profiling each vehicle as a truck or car. Additionally, it allows us to capture multiple simultaneous violations in dense traffic with no impact from the cosine effect, discussed later. The system can enforce traffic offenses for up to 6 lanes simultaneously, attributing specific vehicle and lane identification to the offender in the recorded images through a template placed on the offending vehicle at time of capture.

This system is capable of monitoring up to 6 lanes total in both directions simultaneously. Here, the number of lanes covered is dependent on any unmonitored areas. For example, if there is a median that is the width of 2 lanes, the system can monitor 2 departing and 2 approaching lanes at once. When the system is operating in bi-directional mode, approaching traffic is monitored in one direction (front of vehicle) and departing traffic is monitored in the other direction (rear of vehicle).

Each event captured contains event specific data and a separate violation package. Using two high speed cameras, the VITRONIC POLISCAN can capture simultaneous and concurrent violations in dense traffic. If the same camera is used to capture both simultaneous events, an image can be shared between the two violations. Each violation package will have their own data bar and violating vehicle identifier. Figure 4.16-1 shows a simultaneous violation where a photo is shared between the two violation packages.

Further information regarding our capture of violations over multiple lanes is available in Section 4.15 of this response.



Figure 4.16-1. Simultaneous Violations
The VITRONIC POLISCAN Speed system can share a photo to capture a higher rate of simultaneous violations.

Figure 4.16-2 depicts simultaneous violations in separate lanes.

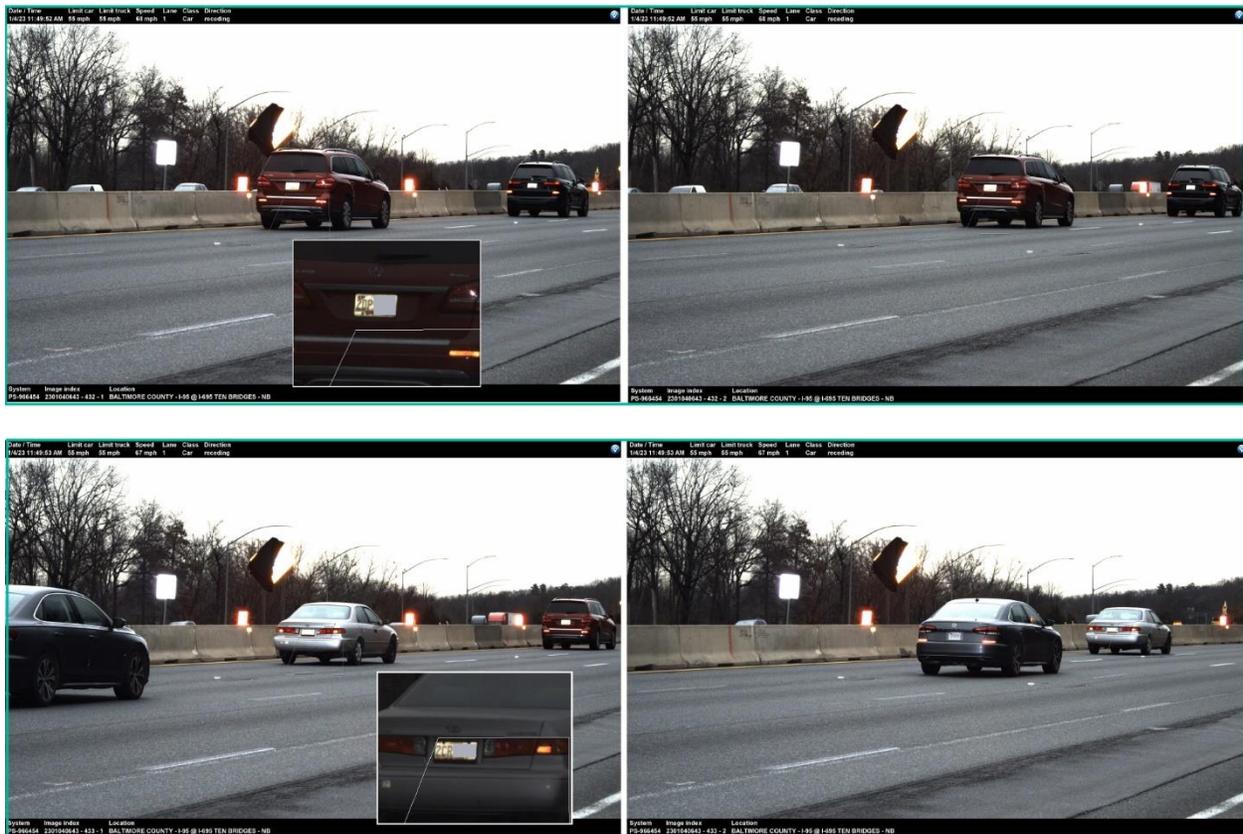


Figure 4.16-2. Capturing Sequential Violations within the Same Lane

This image shows the capability to capture sequential violations for vehicles traveling in the same lane (i.e., vehicle immediately behind the first vehicle is also in violation)

Figure 4.16-3 depicts simultaneous violations **in the same lane**.



Figure 4.16-3. Capturing Simultaneous Violations within the Same Lane

These images show the cameras ability to capture simultaneous violations in the same lane (i.e. vehicles traveling next to each other within the same lane are both violating). This exceeds the City's requirement for capturing violations in adjacent lanes.

4.17 Preferred Image Quality [RFP 3.4.O]

REQUIREMENT: RFP Section 3.4.O

Explain any deviation from the preferred image quality requirement in section 2.2(1)(D)(1) herein.

VITRONIC'S POLISCAN is a dual twelve (12) megapixel system for which each camera exceeds the requirement listed.

4.17.1 Digital Media Requirements [RFP 2.2(1)(D)(1)]

REQUIREMENT: RFP Section 2.2(1)(D)(1)

1. The camera shall use a digital media. Film based will not be accepted. The Photo Speed Monitoring System should use a combination of high resolution still images with an output in excess of 3,000 x 2,000 pixels per frame/image and full motion digital video technologies.

With dual 12-megapixel cameras each, the VITRONIC POLISCAN Speed system records more vehicle passes, violations, and higher quality images than competitive systems with effective coverage of up to 6 lanes. The VITRONIC POLISCAN uses two independent cameras to capture violators in heavy traffic. Each camera has a resolution of 4112 x 3008 pixels which exceeds the preferred image quality requirement in section 2.2(1)(D)(1). Our high dynamic range cameras allow for multiple exposures of the image to be used post processing, as shown in Figure 4.17.1-1. We optimize the use of the image dynamic range for the plate photo to provide clear, natural looking plates under all lighting conditions, as further illustrated in Figure 4.17.1-2.



Figure 4.17.1-1 Image Exposure
Example of high dynamic range of a single image



Figure 4.17.1-2 Camera Lighting Conditions
Optimized license plate photos

4.18 Additional Requirements from Statement of Needs

4.18.1 Requirements and Deliverables [RFP 2.0]

REQUIREMENT: RFP Section 2.0

Table 4.18.1-1. 2.0 Requirements and Deliverables

RFP Requirement	Compliant Y/N	Comments
1. The Contractor shall provide a LIDAR based Photo Speed Monitoring System meeting the requirements of Va. Code section 46.2-882.1. The Photo Speed Monitoring System must be capable of measuring speed over four lanes of same direction travel and must be a LIDAR based system that captures high resolution / definition photographs to be used in an evidentiary capacity, to meet or exceed the specific image requirements as defined in Section 2.4(1) herein.	Y	The VITRONIC POLISCAN scanning LIDAR Photo Speed Monitoring System exceeds the 4 lane requirement and the exceeds the specific image requirements as defined in Section 2.4(1).
2. The Contractor represents and warrants that all performance by the Contractor pursuant to this Contract will comply with the requirements set forth in the Virginia Code and other applicable laws, rules, and regulations. The Contractor agrees to only act as authorized by law when performing under this Contract.	Y	Conduent complies with the requirements set forth in the Virginia Code and other applicable laws, rules and regulations. Conduent will only act as authorized by law when performing under the contract.
3. Business Rules A. After the Commencement Date of the Contract, the Program Manager will provide the Contractor with a draft list of the City's Business Rules for the use of each Photo Speed Monitoring System. Within five business days of the Contractor's receipt of the draft list from the City, the Contractor shall provide the City with the Contractor's recommendations for revisions or additions to the draft list of Business Rules.	Y	Conduent uses Business Rules for all the programs we manage. Because Conduent has a vast knowledge and understanding of Photo Speed monitoring systems, we have extensive experience with Business Rules in all the programs we manage. Conduent will provide the City with recommendations for revisions and / or additions to the draft list of Business Rules within the allotted timeframe.
B. The Program Manager will provide comments to the Contractor regarding the draft list Business Rules within 15 business days of receipt of the Contractor's recommendations. The Contractor shall make all required changes to the Business Rules requested by the Program Manager until the Business Rules are approved by the Program Manager.	Y	The Conduent staff will quickly make all changes required to the Business Rules that are made by the City's Program Manager until the Business Rules are approved.
C. At any time during the term of the Contract, the Program Manager may provide the Contractor with new additions or revisions to the Business Rules, and the Contractor shall revise the Business Rules until approved by the Program Manager.	Y	The Business Rules are a living document and at any time during the term of the contract, the City may request revisions and additions. There may also be a time where Conduent might request or recommend additional changes to the Business Rules as well.

RFP Requirement	Compliant Y/N	Comments
4. The Contractor will assist the City in determining the optimal placement of the Photo Speed Monitoring System as allowed by Va. Code section 46.2-882.1. This will be based on several factors, to include but not limited to traffic volume and location. Information that will be considered by the City and the Contractor will include, but not be limited to, VDOT guidelines and other related data. Location selections should address roadway configuration, cross traffic concerns, and volume of students. In all instances, site analysis will be provided by the Contractor at no cost to the City of Richmond.	Y	Conduent will help the City in determining proper placement of the Portable Camera Units based on the factors listed. Conduent will perform the site analysis at no additional cost to the City.

4.18.2 Invoicing and Payment [RFP 2.14]

REQUIREMENT: RFP Section 2.14

Table 4.18.2-1. 2.14 Invoicing and Payment.

RFP Requirement	Compliant Y/N	Comments
1. The Contractor will be paid on a fixed price per operational camera per month basis and the Contractor will submit monthly invoices which shall meet the requirements of the Contract.	Y	Conduent is submitting multiple price proposals to provide the City different options. There will be two versions which are solely based off a fixed fee per camera per month along with a third alternative.
Billing for services shall commence upon the Implementation Date of a Photo Speed Monitoring System at a Designated Location.	Y	Conduent will begin billing as indicated but only after the initial 30 days of warnings at no charge to the City are taken into account
2. The Contractor is advised that no portion of the Contractor's fee shall be based upon the percentage of money collected or number of violations issued. The Contractor shall be responsible for all "ongoing" costs of the Photo Speed Monitoring System. The City will not pay any up front or capital costs for the installation of the Photo Speed Monitoring System.	Y	Conduent will not submit a proposal contingent on the percentage of money collected or the number of violations issued. Conduent will not charge any up front or capital costs for installation of the system and is responsible for all ongoing costs of the photo monitoring system as indicated in the RFP.
3. The Contractor shall guarantee the City that the Photo Speed Monitoring System implemented by the City and the Contractor pursuant to this Contract will be cost neutral or better during the term of the Contract. In the event that the total fixed monthly fees to be billed by the Contractor in a given month exceed the current monthly gross of fines collected in the same given month, the City will pay 100% of the amount collected in fines. The remaining unpaid portion of Contractor's total monthly fee will rollover and be added to the following month's total. At the end of the Contract term or upon termination of the Contract, any unpaid rollover	Y	Conduent agrees to the cost neutral or better clause as indicated in the RFP by the City.

RFP Requirement	Compliant Y/N	Comments
amounts owed to the Contractor shall be forfeited by the Contractor and not owed by the City.		
4. Monthly rate to provide the services stipulated herein. Monthly rate shall be quoted on a per camera basis. Monthly rate shall be inclusive of all costs associated with the program with the exception of Public Information/Education/Survey component. This component shall be quoted as a separate line item.	Y	Conduent agrees to the requirement as written
5. Throughout the term of the Contract, the Contractor shall provide and install additional Photo Speed Monitoring System cameras to monitor additional intersections or school/work zones at the direction of the City's Project Manager at the same unit price, or less, agreed to within the Contract. The Contractor further agrees to upgrade the equipment for the Photo Speed Monitoring System every 2 years during the term of the Contract if an upgrade is available that would increase the service of the current configuration provided under the Contract.	Y	Conduent will agree to provide additional systems at the request of the City's Project Manager at the same price or less agreed to in the contract. Conduent will provide any updated changes in firmware that improve the performance on the program free of charge to the City.

5. Offeror History [RFP 3.5]

While our name might be relatively new, our commitment has not changed. The City of Richmond benefits from our continuing focus on delivering mission-critical services and solutions on behalf of businesses and governments – creating exceptional outcomes for our clients and the millions of people who count on them.

REQUIREMENT: RFP Section 3.5

This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing the services solicited by this Request for Proposals. Explain the size of the firm, including years in business, office location, and legal structure. This section of the proposal must contain the following organizational information and data for the Offeror's organization:

A. If a corporation:

1. The state of incorporation;
2. The date of incorporation;
3. The principal place of business;
4. The Federal I. D. number;
5. Whether the corporation is a Subchapter S corporation.
6. The name, position, address, and number of years in position of each officer and director; and
7. The names of any affiliates, partner corporations, and subsidiaries.

B. If a limited liability company:

1. The state in which the limited liability company is organized;
2. The date organized;
3. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and
4. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.

C. If a partnership:

1. The state in which the partnership was formed;
2. The date formed;
3. The type of partnership; and
4. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.

D. If a joint venture:

1. Date of formation;
2. Name and address of each joint venture partner;
3. The name and address of the principals of each joint venture partner; and
4. The percentage of interest of each joint venture partner.

E. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.

F. This tab should provide the Offeror's total number of employees and the turnover rate for the Offeror's employees for each of the past five years expressed as both a number of employees and a percentage.

G. This tab should state whether the Offeror has operated under another name within the past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.

H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.

I. This tab must include the following statement, signed by the Offeror's contractually binding authority:

By submitting its proposal, {Insert Legal Name of Offeror} (the "Offeror") certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City's

announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete and up-to-date.

The City of Richmond faces the unique challenge of establishing and operating a speed enforcement system. Joining forces with a proven partner to deliver this system benefits the City by optimizing traffic safety and flow patterns for the driving public and school zones.

Our industry expertise and understanding of our client's operations help create strong partnerships that allow us to operate as an extension of our clients and to provide services and solutions on their behalf. Conduent is focused on innovation and excels at designing and implementing new technologies. This forward-thinking, proactive attitude makes the systems we offer the most advanced, customizable, and broad reaching in the industry. Our customers continuously renew their contracts with us because of our track record of successfully implementing and maintaining solutions that achieve their goals and exceed their expectations.

Conduent integrates innovative technologies, advanced analytical capabilities, and end-user focused solutions to deliver faster, safer, and more economical experiences for travelers. We provide real-time revenue management for governments, transportation agencies, and authorities. As the needs of the community evolve, so do our solutions, increasing community safety and helping cities and agencies improve their operational efficiency, while curbing poor driving behavior.

5.1 Offeror Experience [RFP 3.2]

Conduent State & Local Solutions, Inc., (the bidding entity) is the largest single provider of services to state governments. We offer decades of successful transportation- including red light, speed, and parking enforcement, along with road usage charging and transit- implementations across the United States and around the world. Our cost-effective tools and techniques, and a wealth of lessons learned, are at your disposal. Conduent is more than a convenient and efficient choice. We offer the City a partnership and a commitment to helping improve public safety and delivering sustainable results.

We will work collaboratively with you to develop and operate programs tailored to your specific needs and provide everything from service startup to program expansion, while delivering the best possible customer experience. Our solutions provide technology that includes artificial intelligence and analytics to drive the innovation of products and services.

Why Our Clients Trust Us

- Actively managing photo enforcement programs for over 27 years
- Nearly 40 years of violations processing experience
- Seven similar programs in the Southern United States, with three speed programs in Virginia: the City of Manassas, Fairfax County, and the City of Manassas
- 17 similar programs throughout the Mid-Atlantic
- Industry-leading, state-of-the-art Scanning LiDAR-based photo enforcement monitoring systems

See additional details, consult Section 2 Experience.

5.2 Type of Business Enterprise [RFP 3.5 A]

Table 5.2-1. Organizational Information and Data for Conduent

Requirement	Conduent's Information
<p>A. If a corporation:</p> <ol style="list-style-type: none"> 1. The state of incorporation; 2. The date of incorporation; 3. The principal place of business; 4. The Federal I. D. number; 5. Whether the corporation is a Subchapter S corporation. 6. The name, position, address, and number of years in position of each officer and director; and 7. The names of any affiliates, partner corporations, and subsidiaries. 	<ol style="list-style-type: none"> 1. Conduent is a for-profit corporation duly organized under the laws of the State of New York 2. Initially incorporated in the State of New York in May 1963 as Datacom Systems Corporation 3. Our principal place of business is 100 Campus Drive, Suite 200E, Florham Park, NJ 07932. 4. Our Federal I.D. number is 13-1996647 5. Conduent is not a Subchapter S corporation. 6. Our officers and directors are listed below. Their primary office location is our Florham Park, NJ office listed above. <ul style="list-style-type: none"> • Lou Keyes – President, Transportation Solutions (< 1 year) • Adam Appleby – Vice President (3 years) • Frank Harrison – Vice President (<1 year) • Michael Fisherman – Assistant Secretary and Director (<1 year) • Michael Krawitz – EVP, Secretary and Director (4 years) • Robert Starr – Chief Financial Officer, VP and Treasurer (7 years) 7. Conduent State & Local Solutions is a subsidiary of Conduent Incorporated which has over 100 domestic and international entities that would be considered affiliates of the proposer. A full list is available in the annual proxy statement to the Securities and Exchange Commission filed by our ultimate parent company, Conduent Incorporated which are publicly available and hereby incorporated into this disclosure.
<p>F. This tab should provide the Offeror's total number of employees and the turnover rate for the Offeror's employees for each of the past five years expressed as both a number of employees and a percentage.</p>	<p>As of December 31, 2022, Conduent Incorporated had approximately 62,000 employees worldwide with over 5,500 employees for Conduent State & Local Solutions, Inc. We include turn over for the last five years in Table 5.2-2. As a company and HR function, we focus on Voluntary Turnover as a factor that is more within our control.</p>
<p>G. This tab should state whether the Offeror has operated under another name within the past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.</p>	<p>4/2012 – Xerox State & Local Solutions, Inc. 2/2017 – Conduent State & Local Solutions, Inc. State Corporation Commission ID number remained: F0556656</p>

Requirement	Conduent's Information
H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.	Conduent State & Local Solutions, Inc. (Conduent) the bidding entity, is a wholly owned subsidiary of Conduent Business Services, LLC, which is a wholly owned subsidiary of Conduent Incorporated, a public corporation whose stock is traded on the NASDAQ under the ticker "CNDT". A list of affiliates is publicly available in the annual proxy statement to the Securities and Exchange Commission filed by Conduent Incorp
I. This tab must include the following statement, signed by the Offeror's contractually binding authority:	Our statement and signature by an officer of the company is provided below.

Table 5.2-2. Turnover Rates

Year	EOY Headcount	All Terminations	All Turnover	Voluntary Terminations	Voluntary Turnover	Involuntary Terminations	Involuntary Turnover
2018	4,896	1,991	40.7%	1,279	26.1%	712	14.5%
2019	5,044	3,355	66.5%	2,009	39.8%	1,346	26.7%
2020	4,897	3,646	74.5%	2,101	2.9%	1,545	31.5%
2021	5,516	5,062	91.8%	3,330	60.4%	1,732	31.4%
2022	5,510	5,979	108.5%	3,647	66.2%	2,332	42.3%

As an industry standard, other turnovers such as involuntary terminations, reduction in force (RIF), contract consultants, etc., are also included and this aggregation may distort the total turn-over rate.

By submitting its proposal, Conduent State & Local Solutions, Inc. (the "Offeror") certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City's announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete and up-to-date.



 Signature

June 27, 2023

 Date

6. Key Personnel [RFP 3.6]

The City of Richmond benefits from an experienced project team with a proven track record of delivering photo speed enforcement programs with the same requirements and configurations as requested by the City.

REQUIREMENT: RFP Section 3.6

This tab should include the résumés of the offeror's key staff members. It should identify the specific employees assigned to provide the services solicited by this request for proposals. For each key person identified by the offeror, this tab should include the following information provided in resume format.

- A. Name and Title
- B. Office Location
- C. Project responsibilities and roles.
- D. Educational Background
- E. Years of relevant experience.

Our key personnel has deep knowledge and decades of combined experience working on implementation, ongoing operations, and project management with projects of similar size and scope. It is not just the professionalism and expertise that set our staff apart from the competition – it is their strong commitment to government services, specifically to the City, and to the quality of their work.

Each team member serves as a building block for our program organization, bringing their own individual talents and capabilities, as well as the total dedication and expertise of our organization. Together, our team works to make this project a success for the City and its driving public. Our forward-thinking team and proactive attitudes allow us to offer the most advanced, customizable approach in the industry.

Following are the project team organizational chart and key personnel resumes for the proposed team to demonstrate the required qualifications.

Project Team Overview

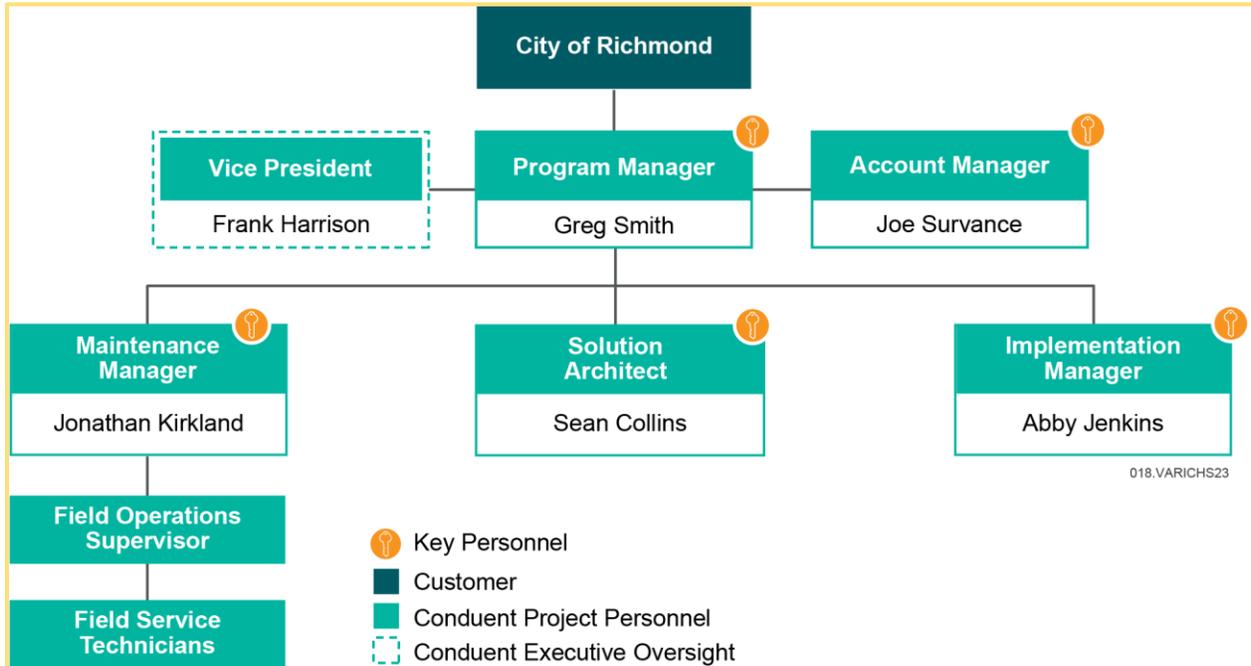


Figure 6-1. Project Team Organizational Chart

Conduent proposes a team of qualified and experienced professionals who work cohesively within the organizational structure to provide successful services to the City of Richmond.

GREG SMITH

Program Manager

OFFICE LOCATION

Memphis, Tennessee

PROJECT RESPONSIBILITIES AND ROLES

Roles and responsibilities:

- Currently serves as program manager for our City of Manassas Automated Red Light (ARL) Enforcement Program, which includes 40 red light approaches and full offense notice processing; the City of Manassas Speed program which consists of 4 portable camera units (PCUs), the City of Fairfax (VA) Speed and ARL program, which includes 10 red light cameras, and 8 Speed cameras and full offense notice processing; City of Newport News red light enforcement program which consists of 7 red light cameras and full offense notice processing, and Arlington County's (VA) curbside management solution
- Served for more than 10 years as program manager for the City of Memphis, which included managing the implementation of a new Speed Safety Program deployed with 15 locations in school safety zones. Management duties also included the implementation of our citation issuance solution (eTIMS) with the Traffic Violations Bureau (TVB) for the City of Memphis Court Clerk office, involving the processing of over 180,000 citations
- Managed the operational project team for City of Memphis Office for Conduent's large-scale and complex information services contract including communication, planning, scheduling, execution of operational projects, and implementation of ITIL processes to secure success for all projects.
- Led daily operations of the City of Memphis data center operations as part of a Conduent IT services contract.



Projects:

- | | |
|--|----------------|
| • City of Manassas, Virginia Automated Red Light Enforcement Program | 2010 – Present |
| • City of Memphis, Tennessee Speed Safety Program | 2010 – Present |
| • City of Memphis, Tennessee Information Services Solutions | 2009 – 2010 |
| • City of Memphis, Tennessee Data Center Operations | 2005 – 2009 |

EDUCATIONAL BACKGROUND

University of Memphis, Memphis, TN (1980 – 1983)

Certifications:

- ITIL – Foundation v3 Certified (February 2008)
- CNA – Certified Novell NetWare Administrator 4.11 (February 1998) & 5 (May 2000)
- CNE – Certified Novell NetWare Engineer 4.11 (May 1999) & 5 (May 2000)
- MCP – Microsoft Certified Professional NT 4 (September 1999)
- MCP + I – Microsoft Certified Professional + Internet (October 2000)
- MCSE – Microsoft Certified Systems Engineer NT 4 (October 2000)
- MCP – Microsoft Certified Professional W2K (September 2003)

RELEVANT EXPERIENCE

Conduent	2005 – Present
<i>Program Manager, Public Safety and Curbside Management Solutions</i>	<i>2010 – Present</i>
<i>Operations Project Manager, Information Services Solutions</i>	<i>2009 – 2010</i>
<i>Senior Specialist, Information Management</i>	<i>2005 – 2009</i>

Greg brings over 20 years of operational management and support experience for complex information technology implementations and operations contracts. His skills in project management are supported by his certification as an Information Technology Infrastructure Library (ITIL) v3 IT professional.

Greg's most recent role has been as Program Manager for our Virginia-based red light programs for City of Fairfax, Manassas, and Newport News. Greg is also the Program Manager for the City of Memphis, Tennessee. These programs included the implementation of a new Speed Safety Program that is deployed within 15 locations in school safety zones and utilize our DriveSafe program and the implementation of Conduent's eTIMS citation issuance for the City and the Traffic Violations Bureau (TVB).

ABIGAIL (ABBY) JENKINS

Implementation Manager

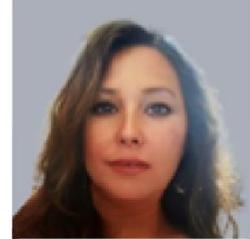
OFFICE LOCATION

Florida

PROJECT RESPONSIBILITIES AND ROLES

Roles and responsibilities:

- Oversees all contractual deliverables and works closely with her clients on the expansion implementation of the program
- Supervises system implementation including requirements gathering, system testing, staff and user training, business continuity, and disaster recovery planning
- Manages project control, schedule updates, and client interface, and resolves issues as appropriate



Projects:

Current implementation assignments

- Suffolk County, New York – New and Retrofit Red Light camera systems 2022 – Present
- Miami Beach, Florida – New and Retrofit Red Light Camera systems 2023
- Portland, Oregon – New and Retrofit Red Light Camera systems, Fixed Speed camera systems 2022 – Present
- Salisbury, Maryland – New Red Light Camera systems 2022 – Present
- Rockville, Maryland – Retro Red Light and Speed Camera systems 2022 – Present
- Lima, Peru – Red Light Camera systems 2022 – Present

Previous implementation assignments

- Baltimore, Maryland 2023
- Bladensburg, Maryland 2023
- Coral Springs, Florida 2010 – 2015
- Manatee County, Florida 2010 – 2015
- Tallahassee, Florida 2010 – 2015
- Bradenton, Florida 2009 – 2015
- South Beach (Miami), Florida 2009 – 2015
- Atlanta, Georgia 2006 – 2012

EDUCATIONAL BACKGROUND

- Center for Technology & Training (CTT) – currently enrolled
- Military Training – Telecommunications Specialist, Ft. Gordon, Georgia
- Electronic Engineering – South Florida Jr. College, Sebring, Florida
- Electronic Engineering – Fayetteville Technical Community College

Certifications:

- Certification in Computer Repair Training – Fayetteville Technical Community College
- Certification for Advanced Computer Repair – Fayetteville Technical Community College

RELEVANT EXPERIENCE

Conduent **2022 – Present**
Senior Delivery Management Analyst

Abby has over 12 years of experience leading the implementation and daily operations of photo enforcement projects assigned to the Northeast and Southeast Region consisting of Maryland, Florida, and Georgia with authority over the performance of implementation and daily operations, contract compliance, budget, staff management, quality assurance, and performance measurement.

Abby is an accomplished and motivated individual offering demonstrated expertise in procurement, contract compliance, and project/program operations management in high-profile, time-critical environments with a focus on executing project milestones and deliverables associated with assigned projects.

Abby has demonstrated a record of effectively achieving and delivering positive outcomes in the initiation, planning, executing, monitoring/controlling of assigned projects throughout Maryland, Georgia, Florida, and North Carolina. Experienced in efficiently directing and/or participating in the efforts of cross-functional professionals in aligning actions towards common project goals.

JOE SURVANCE

Account Manager

OFFICE LOCATION

Greater Metro Atlanta, Georgia

PROJECT RESPONSIBILITIES AND ROLES

Joe has spent the last three decades helping municipal clients improve operations and safety as it relates to various mobility challenges – including parking asset management, congestion, and safety. With a deep and wide background in parking, photo enforcement, and wayfinding, Joe brings a unique perspective and experience to our clients' operations.



EDUCATIONAL BACKGROUND

B.S. Communications & Public Relations with Minor in Journalism & Psychology – Southern Illinois University

Certifications:

ACS Academy – Management Training Program (2006)

RELEVANT EXPERIENCE

Conduent **2000 – 2011; 2022 – Present**

Senior Director – Client Partner | 2022 – Present

Joe has over 11 years of experience with Conduent including management and business development roles. His unique background in municipal programs and experience with Conduent's transportation solutions team provides the City of Richmond with an experienced and resolute partner for this important project.

Joe Parking & Associates **2022 – 2023**

Principal

Advises and consults executives and management on various parking, mobility, and intelligent transportation challenges. These services include market intelligence/research, business development, strategic and tactical go-to-market (direct/channel/enterprise/strategic), product segmentation, and pricing strategy for today's technology platforms – hardware, software (on-prem and cloud), SaaS, IoT, AI, Hardware-as-a-Service, Solution-as-a-Service, and more.

Cleverciti **2019 – 2022**

Senior Vice President

Developed and executed a strategic North American plan that includes direct sales, channel partners, and strategic partners focusing on cities and other vertical markets. This plan allowed delivery of a unique IoT/AI parking guidance platform with a robust ecosystem that connects mobility demand with parking supply.

Amano McGann

2011– 2019

Senior Vice President – Marketing & Business Development

As a member of the executive team and Board of Directors, collaborated on developing and executing the business plan that included key areas of the organization: operations, manufacturing, software development, support, and sales through 400+ employees, 19 offices, 30+ sales executives, and 14+ channel partners.

SEAN COLLINS

Solution Architect / Subject Matter Expert

OFFICE LOCATION

Florida

PROJECT RESPONSIBILITIES AND ROLES

Roles and responsibilities:

- Oversees back-office citation processing, printing, and payment reconciliation and performed Quality Control on all printed citations, rejected events, and processing error rates.
- Implements ongoing back-office workflow process improvements, analyzed and reported on program metrics, monitored and reconciled financial budget, compiled violation processing and equipment performance reports for clients, gathered and applied client feedback to process improvement, and provided client training on equipment and citation processing software
- Gathers client requirements for citation processing software, designed the citation processing workflow, and performed QC testing on the citation processing workflow
- Provides client and employee training on citation processing software, trained the back office manager on the citation workflow process, and provided best practices guidelines for processing workflow
- Analyzes equipment deployment and maintenance processes, reviewed, and reported on current maintenance procedures, created an equipment deployment process improvement plan, and provided best practices guidelines for maintenance activities



Projects:

- | | |
|---|-------------|
| • Cyprus Automated Enforcement Program | 2021 – 2022 |
| • Miami Beach, Florida Red Light Camera Program | 2017 – 2020 |
| • Manatee County, Florida Red Light Camera Program | 2017 – 2020 |
| • Howard County, Maryland Automated Speed Camera Program | 2011 – 2020 |
| • Charles County, Maryland Automated Speed Camera Program | 2012 – 2020 |
| • Montgomery County, Maryland Automated Enforcement Program | 2010 – 2010 |

EDUCATIONAL BACKGROUND

B.S. Coursework – Catonsville Community College (1998 – 1999)

Certifications:

- PMP Certification (2014 – 2022) – Project Management Institute (PMI)
- Manufacturer-certified instructor for VITRONIC POLISCAN® Speed scanning LiDAR system, (2013, 2016)
- Radar Certification, Robot Visual Systems Radar Training Course (2005)

- Other certifications include:
 - Microsoft Office Suite
 - Microsoft Server 2000
 - Microsoft Server 2003
 - Active Directory (AD)
 - Basic Linux
 - Unix knowledge
 - Virtual private network (VPN) systems
 - Server and Computer System Building/Maintenance

RELEVANT EXPERIENCE

Conduent

2010 – Present

Solution Architect / Quality Control Analyst

Sean has nearly two decades of experience with photo enforcement programs and extensive knowledge of our photo enforcement systems. Sean's enforcement experience extends through all our North American photo enforcement and red-light camera violation projects. He has 11 years of experience with red-light camera product development and engineering while supplying high-level technical support in troubleshooting and repair of all photo enforcement systems.

Sean developed and implemented now-ubiquitous photo enforcement technologies such as video-based signal phase detection. He brings 10 years of experience in photo enforcement systems program management, supplying the company's best citation controllable issuance rate percentage for nine straight years.

JONATHAN KIRKLAND

Maintenance Manager

OFFICE LOCATION

Baltimore, Maryland

PROJECT ROLES AND RESPONSIBILITIES

Roles and responsibilities:

- Oversees Maintenance Operations across the US, which covers 30+ programs and resources
- Operates as the main point of contact with program clients
- Oversees maintenance resources, from fleet vehicle management to inventory, staffing, and resources, while maintaining budget and spending control
- Manages, supports, and trains technicians to provide a timely response to client requests and reported issues
- Creates and/or updates best practices for day-to-day operations and safety issues



Projects:

- | | |
|--|----------------|
| • Public Safety Operations | 2022 – Present |
| • Florida Operations Red Light Programs | 2020 – Present |
| • Linthicum Facility Red Light/Speed Camera Enforcement Programs | 2017 – 2020 |

EDUCATION BACKGROUND

Certifications:

- Maryland DOT Certified through May 2022
- Certified VITRONIC Speed Systems Photo Enforcement Trainer
- Certified VITRONIC Speed Systems Photo Enforcement Deployment Technician
- Certified Mesa Systems Photo Enforcement Repair Technician

RELEVANT EXPERIENCE

Conduent	2016 – Present
<i>National Maintenance Manager – Public Safety Operations</i>	<i>2022 – Present</i>
<i>Program Manager, Florida Operations Red Light Programs</i>	<i>2020 – Present</i>
<i>Maintenance Manager</i>	<i>2016 – 05/2020</i>

Jonathan has over 20 years of experience in various maintenance fields. When he joined Conduent as a night shift technician, he was quickly promoted to maintenance manager due to his skill in providing red light/speed camera maintenance as well as training and managing technicians.

In his current role, Jonathan has oversight of more than 18 technicians over eight programs in multiple counties and cities in Maryland. He is a Certified VITRONIC Trainer and a Certified VITRONIC Deployment Technician. Jonathan has demonstrated proficient knowledge in the usage of tools and testing equipment as well as construction and building applications, and he has excellent troubleshooting skills in various situations. He has demonstrated proficient

knowledge in computer build and repair and a deep understanding of IT networking and systems.

Prior to joining Conduent, Jonathan worked for Royal Farms for 12 years as a senior maintenance technician and as a security project manager where he honed his strong maintenance skills.

7. Subcontracting [RFP 3.7]

REQUIREMENT: RFP Section 3.7

This tab should identify any of the required services that the offeror intends to subcontract if any, providing the following information:

- A. Name of Subcontractor
- B. Office Location
- C. Proposed Subcontractor Responsibilities.
- D. Subcontractor key personnel, experience, and previous use as sub-contractor.
- E. Reason for subcontracting.

We are not using a subcontractor within our primary response.

8. References [RFP 3.8]

Our reputation is defined by the successful delivery of outstanding goods and services to our clients in a timely and cost-effective manner, and our professional references serve as an effective means to gauge our reputation within a competitive marketplace.

REQUIREMENT: RFP Section 3.8

This tab should include the names, addresses, and telephone numbers of at least three (3) other government agencies with whom offeror has provided the services solicited by this Request for Proposals. To the extent possible, Offeror is strongly encouraged to include references which are local governments in Virginia. This tab should also include an affirmative statement that the offeror grants its consent for the City to contact the offeror's references for the purpose of evaluating the offeror and acknowledges that any information obtained from the offeror's references will not be disclosed to the offeror.

To further prove our ability to perform the work specified under this proposal, below we provide three references that can speak to our qualifications and experience. Conduent grants its consent to the City of Richmond to contact the following references for the purpose of evaluating our bid and duly acknowledges that any information obtained from said references will not be disclosed to us.

City of Fairfax, Virginia

Conduent has been providing road safety services to the City of Fairfax since 2013, including full-service maintenance, violation processing, payment processing, customer service, adjudication support, 10 red light cameras, and 8 speed cameras.

Table 8-1. Reference 1

City of Fairfax, Virginia	
Points of References	Reference Details
Name of Contact	Lieutenant Michael A. Bartholme
Title	Community Services Division, Infectious Disease Control Officer
Address	3730 Old Lee Highway, Fairfax, VA 22030
Phone Number	703-385-7958

City of Manassas, Virginia

The City of Manassas Red Automated Red Light, and Speed Enforcement Program includes 6 red light approaches and full offense notice processing since 2013. The City of Manassas plans on extending the Red Light camera program to 17 locations and will begin a school zone speed enforcement program in August with 4 portable camera units (PCUs) using the VITRONIC POLISCAN system.

Table 8-2. Reference 2

City of Manassas, Virginia	
Points of References	Reference Details
Name of Contact	Lt. Andrew Brooks
Title	Manassas City Police Dept., Special Operations
Address	9518 Fairview Ave, Manassas, VA 20110
Phone Number	703-257-8015

Montgomery County, Maryland

With 99 active speed cameras and 50 red light cameras in operation today and the requirement for adding at least 10 additional speed and 5 additional red light cameras per each year of the contract as well as the provision of turnkey maintenance, violation processing, noticing, payment processing, and customer service support, Montgomery County's Speed Program is the largest, most complex speed program in North America. We successfully implemented this program within a 21 calendar-day deadline. A 2014 study by the Insurance Institute for Highway Safety (IIHS) found that about seven years after the current speed enforcement program began in Montgomery County, speed cameras were associated with a 10% reduction in mean speeds and a 62% reduction in the likelihood that a vehicle was traveling more than 10 mph above the speed limit at camera sites. To request a copy of this study, please feel free to go to the following URL below:

<https://www.iihs.org/topics/bibliography/ref/2097>

Table 8-3. Reference 3

Montgomery County, Maryland	
Points of References	Reference Details
Name of Contact	Chris Tippery
Title	Contract Administrator
Address	100 Edison Park Drive, 3rd Floor, Gaithersburg, MD 20878
Phone Number	240.876.7975

9. Litigation or Arbitration [RFP 3.9]

The City of Richmond benefits from a transparent relationship with the offeror supporting the City's Photo Speed Enforcement Equipment and Service project, particularly as it pertains to any past arbitration or litigation.

REQUIREMENT: RFP Section 3.9

This tab must describe any arbitration proceedings or litigation in the last five years initiated by or against the Offeror, or any officer, director, partner, manager, or member thereof related to any contracts for the provision of the services similar to those solicited by this Request for Proposals by providing the following:

- A. Purchaser name, location, and description.
- B. Commencement and end dates of contract.
- C. Services performed.
- D. Nature of dispute.
- E. If a litigation matter, the following:
 - 1. The style of the case (e.g., plaintiff v. defendant) in such a way that the name of the plaintiff and the name of the defendant are stated clearly.
 - 2. The case number and name of the highest court in which the case was heard.
 - 3. The date of the final judgment in the case.
- F. Outcome

On an ongoing basis, Conduent State & Local Solutions, Inc. ("Conduent") is subject to various legal proceedings, inquiries, claims and disputes that arise in the ordinary course of business and that would not be unusual for a company of our size and scope of operations. Set forth below is a disclosure of litigation as well as mediations, arbitrations, and other alternative dispute-resolution proceedings, and administrative actions. The list does not include: (i) administrative matters that do not involve contested, "trial-type" proceedings, (ii) routine collection matters, (iii) employment disputes, (iv) bid protests, or (v) matters arising outside of the United States. Further information is available upon request.

With respect to those matters that are still pending, Conduent does not believe that they would have a material adverse effect on our company's financial condition or our ability to carry out the proposed contract if awarded. Further information with regard to material legal proceedings involving Conduent may be found in the periodic disclosures to the Securities and Exchange Commission under Forms 10-K and 10-Q filed by our ultimate parent company, Conduent Incorporated, which are hereby incorporated into this disclosure.

Legal matters involving Conduent State & Local Solutions, Inc. ("Conduent"), f/k/a Xerox State & Local Solutions, Inc. and ACS State & Local Solutions, Inc. ("Xerox" or "ACS")

9.1 All Litigation for Past 5 Years

Hordijuk v. City of Miami Beach et al.

This lawsuit, filed in the Circuit Court of Miami-Dade Co., Florida on Aug. 12, 2010, challenged the City of Miami Beach's red-light photo-enforcement system. Xerox is also a defendant. The plaintiff sought class-action certification. In May 2018, the Florida Supreme Court issued a ruling in a similar case that held that a city's use of a private vendor to review red-light camera violations, pursuant to written guidelines or business rules, was valid. That ruling rendered this case moot. The plaintiffs in this case therefore agreed to its voluntary dismissal, and this case was closed in July 2018. This case is concluded.

Parker et al. v. American Traffic Solutions, Inc. et al. 1:14-cv-24010

This class-action lawsuit ("Parker") was originally filed on Oct. 27, 2014 in the US District Court for the S. D. of Florida. The plaintiffs challenged traffic violations allegedly issued without legal authority, citing a ruling in a Florida State Court case, City of Hollywood v. Arem, that the citation-issuing process in the City of Hollywood, Florida, was not being carried out in accordance with Florida law. The plaintiffs originally only named as defendants American Traffic Solutions, Inc. and its related entities (collectively, "ATS"). Subsequently, a number of other class-action lawsuits were filed in Florida alleging the same charges. The defendants in these various cases were ATS, its competitors Gatso USA Inc. ("Gatso") and Xerox (collectively, "vendors"), the various Florida municipalities that had contracted with the vendors to run their traffic-enforcement programs ("local-government defendants"), and the Florida Department of Revenue and its Executive Director ("State"). In November 2014, the plaintiffs in Parker filed a motion to consolidate all of these related cases into their case, and this motion was granted. An amended complaint was therefore filed on Feb. 20, 2015, combining all of the plaintiffs and defendants from the other class-action lawsuits into Parker. In the amended complaint, the plaintiffs alleged: violation of the Florida Deceptive and Unfair Trade Practices Act against the vendors; unjust enrichment against the vendors, the local-government defendants, and the State; violation of the US Constitutional right to procedural due process against the vendors and the local-government defendants; and violations of Florida law and the Florida Constitution against the local-government defendants. The plaintiffs also sought declaratory judgment and injunctive relief against all defendants. In May 2018, the Florida Supreme Court issued a ruling in a similar case that held that a city's use of a private vendor to review red-light camera violations, pursuant to written guidelines or business rules, was valid. That ruling rendered Parker moot. The plaintiffs in this case therefore agreed to its voluntary dismissal, and the case was closed in July 2018. This case is concluded.

Watson v. City of Allen et al. 4:15-cv-00335

In this lawsuit, originally filed in the 153d Judicial District Court of Tarrant Co., Texas on Apr. 28, 2015 and removed to the US District Court for the N. D. of Texas on May 5, 2015, the plaintiff challenges the unconstitutionality of various local ordinances in light of the Texas Constitution, and alleges violation of the Racketeer Influenced and Corrupt Organizations Act, common law misrepresentation, and deceptive trade practices in connection with the operation of photo-

enforcement programs in the State of Texas. The defendants include over 50 Texas municipalities, the State of Texas, and various photo-enforcement vendors, including Xerox. The plaintiff seeks class-action status. In July 2015, the court dismissed the action against most of the defendants, including Xerox, but the plaintiff has appealed this dismissal to the US Court of Appeals for the 5th Circuit. In May 2016, the 5th Circuit vacated the lower court's dismissal and ordered the case transferred to state court. In April 2018, following a hearing on a Motion to Dismiss filed by Xerox, the court dismissed all claims against Xerox with prejudice. The plaintiff appealed this dismissal, but the dismissal was upheld in September 2019. On November 15, 2019, plaintiff filed a petition with the Texas State Court, which determines whether the parties should file briefs, as well as whether to deny the petition outright. On March 2, 2020, the Texas Supreme Court declined to review this case, effectively ending the litigation. This matter is closed.

Cammarano v. Xerox et al. 4:15-cv-00449

In this suit, originally filed on Aug. 11, 2015 in the 2d Judicial Circuit Court of Leon Co., Florida, and removed to the US District Court for the N. D. of Florida on Sep. 14, 2015, the plaintiff, seeking class-action status, challenged traffic violations allegedly issued without legal authority, citing a ruling in a Florida State Court case, *City of Hollywood v. Arem*, that the citation-issuing process in the City of Hollywood, Florida, was not being carried out in accordance with Florida law. The plaintiff alleged violation of the Florida Deceptive & Unfair Trade Practices Act against Xerox, unjust enrichment against Xerox and the City of Tallahassee ("City"), the other defendant, and due-process violations against the City under the Florida Constitution, and also sought declaratory judgment and injunctive relief against both defendants. Unlike the other class-action lawsuits citing *City of Hollywood v. Arem*, this suit was not consolidated with *Parker et al. v. American Traffic Solutions, Inc. et al. ("Parker")*, above. However, in October 2015 the court stayed this case pending the outcome of the appeals in *Parker*. In the meantime, in May 2018, the Florida Supreme Court issued a ruling in a similar case that held that a city's use of a private vendor to review to red-light camera violations, pursuant to written guidelines or business rules, was valid. That ruling rendered this case and *Parker* moot. The plaintiffs in both cases therefore agreed to their voluntary dismissal, and this case was closed in July 2018. This case is concluded.

Baker et al. v. The Philadelphia Parking Authority et al.

In this lawsuit, filed on Apr. 6, 2016, in the Court of Common Pleas of Philadelphia Co., Pennsylvania, the plaintiff alleges negligence and property damage against the Philadelphia Parking Authority, Xerox, Xerox Corporation, the City of Philadelphia, the Pennsylvania Department of Transportation, and the Pennsylvania Department of General Services in connection with a red-light camera pole that allegedly fell on his vehicle, causing him serious injury. In addition, the plaintiff's wife alleges loss of consortium against all the defendants. This matter was settled in November 2018.

10. Price Proposal [RFP 3.10]

REQUIREMENT: RFP Section 3.10

This tab should include the Offeror’s price to meet all requirements of this Request for Proposals.

*Offeror shall provide description of composition of each priced cost element

Monthly rate shall be quoted on a per camera basis. Monthly rate shall be inclusive of all costs associated with the program with the exception of Public Information/Education/Survey component. This component shall be quoted as a separate line item.

Table 10-1. Cost Table

Cost Element*	Cost
Price rate per camera/approach of an intersection	\$ 3,669
Monthly fees and costs (include install, permitting, test, on site and remote calibration and maintenance)	\$ 0
Upgrade, enhancement or replacement costs	\$ 0
General and administrative costs	\$ 0
Indirect costs	\$ 0
Public Information/Education/Survey	\$ 0
Total	\$ 3,669

*Offeror shall provide description of composition of each priced cost element

Conduent is pleased to submit our pricing to the City of Richmond for photo speed enforcement inclusive of all services requested in the RFP.

We believe our proposal most closely aligns with the vision the City has for a successful program not just for today, but for the future. We are providing the most advanced technology that while it may be more costly than others is vastly superior and will more than make up for any potential increase in cost potentially experienced. Other competing systems utilize a low image quality, and lesser capable single LiDAR, while we utilize a dual high resolution camera based scanning LiDAR which captures every violation even side by side with clear identification every time. Our systems will significantly capture more violations, have a higher issuance rate, and also produce a much lower adjudication rate than the competition. When you combine our superior technology as well as substantial experience we believe we will ultimately be the best value for the City. We are offering three different variations of our pricing for consideration which will be provided separately with their associated pricing assumptions listed accordingly.

Pricing Assumptions

- Conduent's Fixed per camera per month fee is inclusive of all services requested in the RFP and there are no additional fees tied to volume of violations processed, issued, or paid
- Conduent will include the first 30 days of warning notices at each location at no charge to the City
- In addition to any assistance required in developing, or presenting content, Conduent will include \$10K for Public Relations materials to be produced at the request of the City included in our Fixed per camera per month fee
- Conduent will request a 2% annual COLA after the Base contract term has ended
- Conduent will be responsible for all credit card merchant fees on the program and will charge violators who pay by credit card via our PayByWeb, or PayByPhone systems a convenience fee of \$5 that is the responsibility of the violator and not the City
- Conduent agrees to the Cost Neutrality provision as proposed by the City
- Conduent retains ownership of our equipment at the end of the contract term

PART II
INSTRUCTIONS TO OFFERORS

1.0 **Interpretations.**

1.1 **Incorporation of City Policies and Procedures.** This Request for Proposals is subject to the provisions of Chapter 21 of the Code of the City of Richmond, as amended, and the Policies and Procedures of the Department of Procurement Services, as amended, which are hereby expressly incorporated into this Request for Proposals by reference. Offerors may inspect copies of these documents at the City's website, www.rva.gov.

1.2 **Explanations to Offerors.**

1.2.1 **Inquiry.** All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten business days prior to the closing date to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

1.2.2 **Form of Explanation.** No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals.

1.2.3 **Addenda.** From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 **No Contact Policy.** Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2

(“Explanation to Offerors”) above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.

1.4 **Other Documents.** The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City’s form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.

1.5 **Disqualification Due to Participation in Preparation of Solicitation.**

1.5.1 **Prohibition.** City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

1.5.2 **Definition.** For purposes of this section 1.5 (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

- (1) Serving as a director or deputy director of the agency which has initiated the procurement;
- (2) Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
- (3) Serving as the procurement manager for the agency which has initiated the procurement;
- (4) Serving as the procurement officer in charge of the procurement;
- (5) Assisting in the development of specifications for invitations for bids or requests for proposals;
- (6) Attending an evaluation committee meeting that is closed to the public;
- (7) Voting on or scoring a bid or proposal; or
- (8) Any other participation in the procurement process which could lead to unfair advantage.

1.5.3 **Disqualification and Waiver.** Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person’s participation in preparing that solicitation.

- 1.5.4 **No Contact Policy Applicable.** If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person discussed the solicitation with a City representative other than the Contracting Officer responsible for the procurement.
- 1.5.5 **Appeal of Disqualification.** In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 1.6 ("Disqualification Due to Participation in Preparation of Solicitation") and City Code § 21-281 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.
- 2.0 **Preparation of Proposals.**
- 2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.
- 2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements set forth in the Request for Proposals.
- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.
- 2.4 **MBE/ESB Participation.** When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.

2.4.1 **Policy.** It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.

2.4.2 **Certification.**

- A. All Minority Business Enterprise subcontractors and vendors must be registered with the City of Richmond's Office of Minority Business Development (OMBD) and certified by the Commonwealth of Virginia Department of Minority Business Enterprise or a comparable certifying entity as a Minority Business Enterprise. OMBD reserves the right to accept the certification of other certifying agencies.
- B. All Emerging Small Business subcontractors and vendors must be certified by the City of Richmond's Office of Minority Business Development (OMBD).

2.4.3 **Evaluation.**

- A. In the proposal evaluation process, up to 30 points will be given to those proposals that have documented past good faith efforts and have proposed MBE/ESB participation that relate to the established goal. All MBE/ESB forms that relate to this matter must be included in the prime contractors/vendors response. All documentation as it relates to past good faith efforts and proposed MBE participation must be submitted on the required forms in order to expedite the evaluation process. We have attached the Participation Commitment and the Current and Past Good Faith Effort forms for completion. The offeror should complete all pertinent MBE/ESB forms or risk forfeiting the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation.
- B. The City of Richmond encourages MBE/ESB participation on all City of Richmond contracts. If the City of Richmond waives the setting of goals, it is up to the prime contractor/vendor to determine whether or not they will voluntarily have MBE/ESB participation. Voluntarily committing to MBE/ESB participation allows the prime contractor/vendor to use this commitment as past good faith efforts for credit on future projects that have MBE participation with the City. When presenting MBE/ESB participation, use the forms created by the Office of Minority Business Development (OMBD) (MBE-1, MBE-2 and Good Faith Effort) in order to properly document your participation efforts.

2.5 **Faith-Based Organizations.** The City does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

2.6 **Licenses, Permits and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

2.7 **Public Inspection of Records.**

2.7.1 **In General.** All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen of the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.

2.7.2 **Inspection by Offerors.** Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

2.7.3 **Proprietary Information.** Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i) invokes the protections of section 21-5 of the Code of the City of Richmond prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” is cause for the City to reject the proposal.

2.8 **Use of Brand Names.** Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the offeror’s pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

2.9 **Descriptive Literature.** Each offeror shall submit with its proposal descriptive literature of equipment or supplies that the offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City’s specifications, and the City will evaluate the offeror’s proposal accordingly.

2.10 **Exceptions.**

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of

the offeror's proposal or that the offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an offeror during the evaluation stage or the negotiation stage of the procurement process.

- B. The offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:
1. If the Request for Proposals is one for "information technology" as defined in Va. Code § 2.2-2006, the offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the offeror is selected for negotiations, the offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
 2. If the Request for Proposals is one for architectural or professional engineering services, the offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified offerors are ranked for negotiations. If the offeror is selected for negotiations, the offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
- C. If the offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 **Warranties and Representations of Offeror.**

3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.

3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Charter of the City of Richmond, or the Code of the City of Richmond, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has not conferred

on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of City Code §§ 21-274—21-285 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to offerors, contractors and subcontractors apply to this Request for Proposals and any resulting contract. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the offeror and the offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

- 3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents that the offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.
- 3.4 **No Debts to City.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.
- 3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.
- 3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that it is in compliance with the provisions of section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions included with this Request for Proposals and, further, that the offeror’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the offeror’s firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.
- 3.7 **State Corporation Commission Registration.**

- 3.7.1 **Generally.** State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- 3.7.2 **Form Required.** Each offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. Each offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.
- 3.7.3 **Warranty.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that all information the offeror submits on its completed State Corporation Commission Form is true and complete at the time the offeror submits its proposal and will remain true and complete throughout the duration of any contract between the City and the offeror that results from this Request for Proposals. The offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the offeror's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the offeror as demonstrating compliance.
- 4.0 **Submission of Proposals.**
- 4.1 **Copies.** Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the offeror's contractually binding authority. In addition, offerors shall submit additional copies of their proposals in such number and such electronic and paper formats as may be specified in the Statement of Needs.
- 4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:

Proposal for
Request for Proposals No.
Name of offeror

Address of offeror
Receipt and Closing Date:

- 4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the Cover Sheet to the Contracting Officer identified on the Cover Sheet.
- 4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:
- Firm's Name
 - Firm's Address
 - Contact Name and Telephone Number
 - Fax Number and E-mail Address
- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before the time and date set forth on the Cover Sheet to this Request for Proposals. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Contracting Officer shall not be considered a violation of this section.
- 4.6 **Multiple Proposals.** An offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.
- 4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the City may decline to consider such proposals.
- 4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned.
- 5.0 **Evaluation and Selection Process.**
- 5.1 **Opening.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals will then be forwarded to the using agency and evaluation panel to initiate the review and selection process. Proposals received after the date and time specified in section 4.5 ("Closing Date") are late and will be returned unopened at the offeror's expense.
- 5.2 **Evaluation.** During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Some offerors may be eliminated at this stage. Once the evaluation panel has completed this initial scoring, the evaluation panel may engage in discussions with offerors not eliminated by the initial scoring to clarify specific matters presented in those offerors' proposals.

Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. The evaluation panel will use information gained during these discussions together with information presented in the proposal to rank offerors in accordance with the evaluation criteria stated in the Request for Proposals. The evaluation panel reserves the right to visit the premises of the offeror if the evaluation panel determines that it is necessary to do so.

- 5.3 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to reject the offeror's proposal. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.
- 5.4 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.
- 5.5 **Negotiation with Offerors.**
 - 5.5.1 **In General.** The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria.
 - 5.5.2 **Procedure.** Unless the Director of Procurement Services determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. (*See City Code § 21-67.*)
- 6.0 **Award and Execution of Contract.**
 - 6.1 **Award.**
 - 6.1.1 **In General.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.
 - 6.1.2 **Multiple Awards.** The City reserves the right to make awards under this Request for Proposals to more than one offeror if the City determines that doing so is in the best interests of the City. If the City makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that offeror.

- 6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.
- 6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.4 **Notice of Award.** A contract is awarded only when the Director of Procurement Services signs the contract. The Contracting Officer may provide notice of the City's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contracting Officer, register in the City's online Supplier Portal, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents and must have registered in the City's online Supplier Portal within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City's representative will then sign the contract. The signature of the City's representative on the contract constitutes the award of the contract.

END OF INSTRUCTIONS TO OFFERORS