

REQUEST FOR INFORMATION  
AUTOMATED RED LIGHT AND SPEED ZONE ENFORCEMENT  
PROGRAM

CITY OF BREMERTON  
CLOSES MAY 23<sup>rd</sup>, 2022 AT 5 PM

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# BACKGROUND AND HISTORY OF CITY OF BREMERTON AUTOMATED TRAFFIC ENFORCEMENT CAMERA

Nationally, automated traffic enforcement cameras standards were published by the United States Department of Transportation in 2008. Red-light-running crashes caused approximately 139,000 injuries and 846 fatalities in 2018, according to the Insurance Institute for Highway Safety. Currently, 22 states and 350 U.S. communities use red light cameras to provide additional traffic enforcement. The City of Bremerton (the “City”) first installed Automated Traffic Enforcement Cameras in 2008 coinciding with the issuance of national standards. The City currently has nine (9) automated traffic enforcement cameras for the enforcement of red-light violations and publishes their associate reporting on the City website <https://www.bremertonwa.gov/335/Police-Department>.

## SECTION A – GENERAL INFORMATON

### I. PROJECT OVERVIEW

This Request for Information (“RFI”) is issued to discover marketplace solutions and gather information regarding Automated Red Light and Speed Zone Enforcement Camera Solutions. This RFI is for planning purposes only and should not be construed as a solicitation nor should it be construed as an obligation on the part of the City to make any purchases. This RFI should not be construed as a means to pre-qualify vendors. This RFI is not a selection process for a technology or consultant contract. From the information provided by the respondents to the RFI, a determination will be made regarding any actual contracting through a procurement process. Any future contract that may be awarded must comply with City procurement requirements. The Bremerton Police Department (“BPD”) may utilize the results of this RFI in drafting a competitive solicitation through a Request for Submittal for the subject services/products/equipment. Its purpose is to provide ideas/solutions which BPD may use in helping develop and modify the Automated Traffic Enforcement Camera (“ATEC”) Program in the City.

The strategy for this RFI is to provide enough preliminary detail about business processes, requirements, equipment specifications and associated costs to determine how to modify the current ATEC program. Participation in this RFI is voluntary and BPD will not pay for the preparation of any information submitted by a respondent or for BPD’s use of that information.

Responding companies should provide their system solutions to meet the included program scope changes. This includes the installation, implementation, software integration with current Municipal Court systems, training, and continuing performance of the hardware, software, and supporting services needed for this system to function properly. The submittals shall be for a complete “turnkey” operation.

The ATEC shall be “cost neutral” to the City. This shall apply to the equipment and technology necessary to run the program, but not to any City employees. The definition of “cost neutral” is expenditures shall not exceed the revenues.

## II. RFI SCHEDULE

The anticipated schedule of events concerning this RFI is as follows:

<b>RFI TIMELINE</b>	
Request for Information/Submittal Issue Date	April 8, 2022
Pre-Submittal Questions	April 15, 2022
Response to Questions	April 29, 2022
Submittal Due Date	May 23rd, 2022 at 5 pm
Interviews/presentations, if conducted	June 13 <sup>th</sup> – June 17 <sup>th</sup> , 2022

This is a tentative schedule only and may be altered at the sole discretion of the City.

## III. INSTRUCTIONS TO RESPONDERS

1. Completed submittals shall be delivered no later than May 23<sup>rd</sup>, 2022 at 5 pm to Melinda Monroe, Contracts Administrator, at City of Bremerton, Finance Department, 345 6<sup>th</sup> Street, STE 100, Bremerton, WA 98337, [Melinda.monroe@ci.bremerton.wa.us](mailto:Melinda.monroe@ci.bremerton.wa.us). Submittals can be delivered by mail, carrier, or in person, but they must arrive by 5 p.m. PST.
2. Two (2) copies of the Submittal must be placed in a sealed envelope, clearly labeled “Submittal for City of Bremerton Automated Traffic Enforcement Cameras”. You may also email a copy of your submittal to [Melinda.monroe@ci.bremerton.wa.us](mailto:Melinda.monroe@ci.bremerton.wa.us) with a subject line stating: “Submittal for City of Bremerton Automated Traffic Enforcement Cameras”. This copy does not take the place of the required hardcopy.
3. All responses submitted for this RFI become the property of the City and are subject to public disclosure under the Public Records Act, RCW 42.56.
4. Any information contained in the response that the Respondent considers proprietary, a trade secret, or otherwise confidential must be clearly designated. Marking the entire Submittal or entire sections of the Submittal as proprietary or confidential will not be acknowledged. Marking pricing as proprietary or confidential will not be acknowledged.
5. If a Respondent has validly marked any part of the Submittal as proprietary or confidential, the City agrees to give the Respondent third party notice consistent with RCW 42.56, should the City receive a public records request for that information. The third-party notice will contain the information that is being requested and the date that the records will be released to the requestor, unless the Respondent provides the

City with a court order enjoining disclosure. It is the sole responsibility of the Respondent to obtain such a court order, if the Respondent chooses. If the Respondent does not obtain and deliver to the City such a court order, the City will release the requested information on the date specified.

6. The City's sole responsibility shall be limited to notifying the Respondent of any request(s) for disclosure so long as the City retains the Submittal in the City's records. Failure by the Respondent to label parts as confidential or proprietary, or failure to deliver a court order enjoining disclosure by the specified date shall be deemed a waiver by the Respondent of any claim that such materials are exempt from disclosure, and any damages alleged from the City's release of such materials.
7. The strategy for this RFI is to provide enough preliminary detail about business processes, requirements, and vision contextual diagrams to communicate the overall vision to any responders. Participation in this RFI is voluntary and City of Bremerton will not pay for the preparation of any information submitted by a respondent or for City of Bremerton's use of that information.
8. Based on the information provided by the respondents to the RFI, a determination will be made regarding any actual contracting through a procurement process. Any future contract that may be awarded must comply with City procurement requirements. The City of Bremerton may utilize the results of this RFI in drafting a competitive solicitation through a Request for Proposal (herein referred to as RFP) for the subject services/products/equipment. Its purpose is to provide ideas/solutions which the City of Bremerton may use in helping develop an RFP.
9. Copies of this RFI are available at [www.cityofBremerton.org/Bids.aspx](http://www.cityofBremerton.org/Bids.aspx).

## SECTION B – PROJECT INFORMATION AND REQUIREMENTS

### I. MINIMUM REQUIREMENTS

General Scope of Services for the Automated Red Light and Speed Zone Enforcement Camera update shall include, but not be limited to the following:

- Installation, implementation, and maintenance of all equipment necessary for the operation of an Automated Red Light and Speed Zone Enforcement Program and infraction processing system
- A scanning 2D & 3D LIDAR camera system, or equivalent system
- Multiple digital still photographs to include front and rear scene images, front and rear plate images.
- Training for Police Department, Municipal Court personnel, City Prosecutor, and others involved in the use of the system
- Computers with software for processing all traffic infractions and preparing evidence packages for Court or equivalent

- Providing expert witness testimony as needed in Court, confirming the functionality and accuracy of the system
- Coordination of traffic citation payments and collections with the City of Bremerton Municipal Court
- Transmission of issued citations to the Washington State Administrative Office of the Courts and to the City of Bremerton Municipal Court
- Optional additional information is the pricing for the removal of existing Automated Red Light Enforcement Camera systems
- Optional additional information is the pricing for the installation of signage per BMC 10.42.050

## II. INQUIRIES TO RFI

No pre-submittal conference is being held; however, questions and requests for clarification of the RFI may be submitted in writing by April 29th, 2022 at 10 a.m. PST to the City at [melinda.monroe@ci.bremerton.wa.us](mailto:melinda.monroe@ci.bremerton.wa.us). No further questions will be accepted after this date and time. Oral questions will not be answered. The City will not be responsible for unsuccessful submittal of questions. Written answers to all questions submitted will be posted on the City of Bremerton website [www.cityofBremerton.org/Bids.aspx](http://www.cityofBremerton.org/Bids.aspx) on or about April 29th, 2022. The City may, at its discretion, group similar questions to provide a single answer, or not to respond at all when the requested information is confidential. The answers are not considered an addendum to the RFI.

## III. REVISIONS

In the event it becomes necessary to revise any part of this RFI, addenda will be issued, and posted on the City of Bremerton website at [www.cityofBremerton.org/Bids.aspx](http://www.cityofBremerton.org/Bids.aspx).

## IV. CITY RESPONSIBILITY

The City is not liable for any costs incurred by Respondents for the preparation of materials, or a submittal submitted in response to this RFI, for conducting any presentations to the City, or any other activities related to responding to this RFI.

## V. KEY PERSONNEL

The successful Contractor shall assign qualified and certified personnel to perform the requested services. The Contractor will be required to notify the City in writing of all changes in management and project supervisory personnel related to the on-going execution of the services. For each person assigned to the ATEC, the Contractor shall provide the following:

- Description of the work they will perform
- Amount of time they will be assigned to work on the ATEC
- Relevant work experience in years and level of responsibility, including experience testifying in court

## VI. CONTENT TO BE SUBMITTED

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way, such as containing alternatives or items not called for in this RFI, or not in conformity with the law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFI.

Organization of the submittal shall follow the sequence below so that essential information can be located easily during evaluation. The information and representations required under this section shall be accompanied by a cover letter signed by an authorized representative of the Respondent at the time of the submission of the submittal.

- A. Describe your company's qualifications to provide the service.
- B. Provide your company's Statement of Experience. The Respondent shall demonstrate trustworthiness and competency and that it possesses the quality, fitness, and capacity to perform the proposed Scope of Services in a manner that is satisfactory to the City. In order to support such representations, the Respondent shall list the name, title, address, telephone number, and email address for red light enforcement and school speed zone and speed zone enforcement programs developed and administered in the last five (5) years. If the Respondent has not previously developed or administered a school zone speed enforcement program, then list reference information for any municipal enforcement programs the Respondent has developed and administered. The City may contact any or all of those listed. This list should contain a short summary of the program provided to the referenced entity.
- C. The Respondent shall state whether the operation of the proposed ATEC has been legally challenged in any local, state, or federal court. The Respondent shall provide the caption, cause number, court, counsel, and general summary of any litigation pending, or judgment rendered against the Respondent within the past five (5) years. The Respondent shall disclose any relevant litigation or legal action.
- D. The Respondent shall list all public contracts and all projects similar to the proposed project, performed by the Respondent, either under its present name or any other name or organization, whether as a general contractor or subcontractor, for the past three (3) years.
- E. Provide at least five (5) sample copies of actual infractions issued from the Respondent's installations in the United States.
- F. Provide a system description, including capabilities, operation and equipment components, technical specifications, technical support, and warranties.

- G. Provide your company financial statements.
- H. Provide a scope of services, work plan, and program schedule. This section should describe all services to be delivered and the approach/methodology for delivery. The provided services should be consistent with the Scope of Services listed in this RFI and should include a work plan of tasks. The section should also specify the following elements:
- Name of Program Manager
  - Organization chart showing the key personnel/support staff assigned to the program
  - Description of proposed responsibilities for each person on the organization chart (Include a brief bio or resume outlining their experience)
  - Program schedule, including major programs task and milestones, along with the timeframe for completion once awarded the contract.
- I. Provide pricing for:
- The total cost to Respondent to implement the School Zone Automated Speed Enforcement Program, including all labor (including any applicable prevailing wages), equipment, materials, installation, documentation, training, service maintenance, and infraction processing. These costs should reflect a minimum of nine (9) fixed red light cameras and four (4) speed zone corridors, with an optional pricing of only (1) one speed zone corridor.
  - Fixed Fee Pricing on a per month per zone basis.
  - School zone cameras will only function during specified times when school is in session. There shall be a deduction from the base monthly fee when schools are not in session for more than seven (7) consecutive calendar days. Respondents shall state the amount of their proposed deduction in their submittals.
- J. Provide a sample invoice to demonstrate billing capabilities.
- K. Provide a statement regarding your capability to accept multiple forms of payment (credit card, PayPal, telephone, kiosks) and transfer ability onto the court system.
- L. Provide information on how the Respondent plans to get registration information on out-of-state license plates and how it will be transmitted from the ATEC to the Bremerton Municipal Court.
- M. Provide information regarding proposed interface for providing violation data to the Bremerton Municipal Court and City personnel via the Contractor's system, including how Contractor's system will be accessible by City

personnel through a secure and encrypted connection.

N. Provide information pertaining to the Respondent's customer service system and the Respondent's ability to design back-office software to meet specific municipal court system data logging requirements, including configuration for business/commercial vehicles, as well as rental vehicles.

O. Provide copies of all business licenses/business registrations.

## VII. PROJECT SCOPE

The successful Contractor agrees to provide information regarding estimated labor hours and costs for all necessary labor, and equipment for the installation of school zone automatic speed enforcement services within the City.

### A. Camera System

The Contractor shall provide estimated specifications and costs regarding an automated school speed zone enforcement camera system capable of capturing digital video images of school zone speed violators in school zone corridors in Bremerton, pursuant to RCW 46.63.170. The system must be capable of simultaneously monitoring up to three (3) lanes of traffic (one (1) headed in each direction plus turn lane) per corridor. A desirable system would incorporate, but not be limited to, the following features: as scanning 3D LIDAR camera system, scanning 2D LIDAR camera systems, low light HD video camera, or equivalent system, multiple digital still photographs to include front and rear scene images, and front and rear plate images. The Contractor should detail other information that will be provided by the System.

In addition, submittal must provide the following information:

1. A digital system, including but not limited to a digital camera, housings, poles (if necessary), detection system and equipment, and the necessary hardware and software to produce a violation infraction from the video image.
2. The camera housing shall be vandal-proof and shall be securely mounted atop a Contractor supplied pole, or a City-owned pole with permission from the City. The City shall not unreasonably withhold its permission. The Contractor must demonstrate that additional equipment proposed for installation atop existing City-owned poles will meet various safety design parameters.
3. The camera shall provide sharp, high definition, well-defined, and well-illuminated images, resulting in the maximum number of recordable violations. The camera system shall be capable of auto aperture over the widest possible lighting conditions from dimmest to brightest, where dimmest shall be lighting in the dark without streetlights or moonlight of a black vehicle on a black macadam road surface, and brightest shall be full sunlight reflecting off a white vehicle surrounded by snow to increase the contrast.
4. The camera shall be capable of recording each violation during all periods of light and dark, during varying weather conditions. The camera shall provide a display of the



current day, date, and time, so that it can be easily verified as functioning and correct from a remote terminal. Remote state checks shall be done by the Contractor at least two (2) times daily.

5. The camera shall include the ability to collect data on the image to include violation number, date, time, direction in which violation occurred, and vehicle speed. Data shall be maintained in cloud-based storage kept in the continuous United States.
6. The system shall be capable of recording all school zone violations with City-specified minimum speed.
7. The camera system shall be capable of counting the number of violations and total through-traffic volumes.
8. The hardware and software must provide the City with the opportunity to view color digital HD images of all violations.
9. The hardware and software must facilitate a quality control review of the images to verify accurate license plate data and must be capable of attaching vehicle owner information to the violation record.
10. The hardware and software must include the ability to view the digital images on a computer monitor for violation determination and verification.
11. The system shall use a non-invasive type of detection. No road surface cutting or disruption to existing detector loops is allowed.

#### B. Installation

1. The Contractor will provide initial and on-going data collection and evaluation of traffic conditions to identify and assess optimal enforcement locations or updates to the pre-existing locations and recommendations for the proposed new locations in accordance with RCW 46.63.170.
2. The Contractor will be responsible for obtaining all required permits, agreements, licenses, and insurance required for installation, provided, however, that the City will use its best efforts to assist the Contractor in obtaining all such required permits and licenses.
3. The Contractor may employ subcontractors to perform certain portions of its responsibilities; however, the Contractor shall not subcontract any portion of its installation responsibilities without first obtaining express written permission from the City. If the City consents to such subcontract(s), the Contractor shall be fully responsible to the City for all acts and omissions of the subcontractor(s) and issue insurance policies naming the City as additionally insured.
4. The Contractor shall prepare detailed plans for the installation of the ATEC. These plans shall become the property of the City.

#### C. Testing, Repair, and Maintenance

1. All repair and maintenance of the Program and related equipment will be the sole responsibility of Contractor, including but not limited to maintaining the casings of the cameras included in the Contractor System and all other Equipment in reasonably clean and graffiti-free condition.
2. Contractor will initially respond to any camera or system malfunction within twenty-

four (24) hours of detection and make all reasonable efforts to have the system fully operational within seventy-two (72) hours. In the event that a Contractor System is not fully operational within seventy-two (72) hours of reporting the incident, Contractor shall credit the monthly invoice in the amount of the prorated Fixed Monthly Fee for the downed approach for each day the approach is down, including the initial twenty-four (24) hours.

3. The System must automatically notify appropriate personnel of any system failure, malfunction, or other problem that would cause the System to be inoperable. The System shall be designed so that ninety percent (90%) of all system malfunctions can be repaired within four (4) hours.
4. On-going support services for system operations and maintenance.

#### D. System Operation

1. The Contractor must have in-house capability for performing all infraction-processing services without third-party assistance or reliance on outsourced processing centers by third parties. Preference will be given to contractors that produce and support all software without the use of third-party suppliers offered as part of the automated enforcement system and possess the ability to modify the software code as necessary.
2. The Contractor must own (or have documented licensing rights) to all intellectual property.
3. Back-office infraction processing software must be point-to-point, through secure, dedicated communication using City of Bremerton approved internet protocol. No public web access.
4. Contractor shall maintain, at Contractor's sole cost and expense, a subscription to VOIDS/IVIPS service from Washington Department of Licensing, or equivalent service, that provides access to mailing and residence addresses (VOIDS) and purchaser information when there is a vehicle report of sale on file with the Department of Licensing.
5. The Contractor shall provide training (i) for all applicable City personnel (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Contractor's system and software, which training shall include training with respect to the system and its operations, strategies for presenting violations data in court and judicial proceedings and a review of the Enforcement Documentation; (iv) additional training will be provided to the City upon request, at no additional cost to the City, and (v) annually, Contractor will work with the City and assist with arrangement of the City's representative(s) to visit Contractor Contractor's headquarters for operation audit purposes.
6. The Contractor shall within twenty-four (24) hours provide the City with notice of all modifications to the System.
7. The Contractor will provide the City with monthly reports on ATEC performance, the content and precise timing of which will be mutually agreed upon by the City and the Contractor. All mutually agreed upon reports shall be constantly and automatically

updated and made available for the City to review at the City's discretion. The Contractor will also prepare and submit financial, program progress, monitoring, evaluation, and other such reports as may be required by the City or state law. The Contractor shall maintain and permit on-site inspections of property, personnel, financial, and other records and reports as may be required by the City to assure proper accounting for all compensation paid by the City to the Contractor.

8. Contractor shall permit authorized City personnel to generate reports using the Contractor's system.
9. The Contractor shall maintain all books, records, documents, data, and other materials relating to the Contract. All documents, records, correspondence, email, notes, audio and/or video recordings, reports, and any other materials relating to this Contract may be public records and must be submitted to the City upon request. All materials relating to this Contract shall be retained until advised by the City that retention is no longer required.
10. At the City's request, the Contractor will provide the City with advice and counsel regarding operation of the ATEC, site selection, implementation and administration of a public awareness campaign, and other subjects of mutual interest to the Contractor and the City.
11. In the event of contested infractions, and as may be required to reasonably protect the interests of the City and the Contractor, the Contractor will provide expert witness testimony regarding the accuracy and technical operation of the ATEC. The Contractor will supply all courts of competent jurisdiction with a statement of technology.
12. The Contractor shall provide a data and information storage solution that is in compliance with the Washington State Law Enforcement Retention Schedule, in conjunction with the Local Government Common Records Retention Schedule (CORE).
13. The Contractor's system shall process violations gathered from the designated zone approaches into a format capable of review by City personnel via the Contractor's system.
14. The Contractor's system will be accessible by City personnel through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.
15. Contractor shall provide the City personnel with access to the Contractor's system for the purposes of reviewing the pre-processed violation data within seven (7) days of the violation from the applicable designated school zone approach. Contractor acknowledges that it is aware that RCW 46.63.170(1)(e) requires that the infraction be mailed to the violator within fourteen (14) days of the date of violation, inclusive of the time it takes for the City personnel to review the violations data.
16. With respect to each authorization to issue an infraction from the City, Contractor shall print and mail an infraction within five (5) days after Contractor's receipt of such authorization.
17. With respect to each authorized violation, within five (5) business days after Contractor's receipt of such authorization, Contractor shall file with the City of

Bremerton Municipal Court, a copy (electronic or otherwise) of the Infraction. Contractor acknowledges its understanding that Washington State law requires all infractions be filed within five days of issuance (date signed by Police Officer) or the infraction is subject to dismissal under Court Rule. Filing of issued infractions within five days shall be considered a material provision of the agreement.

18. Contractor shall provide an “evidence book” for use in court. The “evidence book” shall meet the specific requirement of the Bremerton Municipal Court.
19. Contractor shall provide a toll-free telephone number for the purposes of answering citizen inquiries.
20. Contractor shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Traffic Camera Safety Improvement Program (actual print and production costs are the sole responsibility of the City).

#### E. MONTHLY FEE

1. The City shall pay a monthly fee for the services provided by Contractor.
2. If the amount of the fee exceeds the revenue generated by operation of the system and actually received by the City during the same month (“Monthly Enforcement Revenue”), then the City will pay such month only the amount of the Monthly School Zone Enforcement Revenue. In such case, the difference between the monthly fee and the Monthly School Zone Enforcement Revenue (“Monthly Shortfalls”) shall be accumulated and added to the monthly fee for the following month. Payment shortfalls, if any, shall accumulate from month-to-month until paid in full, provided that under no circumstances shall the City ever be required to make a payment of monthly fees except from Monthly School Zone Enforcement Revenue. At the final expiration of the agreement (last day of validity of the agreement including extensions) any accumulated Payment Shortfalls shall be forfeited.

#### Existing Approaches:

1. Warren Ave and 11<sup>th</sup> Street, Westbound
2. Warren Ave and 11<sup>th</sup> Street, Northbound
3. Callow Ave and 11<sup>th</sup> Street, Northbound
4. Kitsap Way and Marine Drive/Adele, Eastbound
5. Kitsap Way and Marine Drive/Adele, Southbound
6. Wheaton Way and Sylvan Way, Westbound
7. Warren Ave and 16<sup>th</sup> Street, Northbound
8. Warren Ave and 16<sup>th</sup> Street, Southbound
9. Wheaton Way and Sylvan Way, Northbound

#### Remove:

1. Wheaton Way and Sylvan Way, Westbound

Additions of Fixed School Speed Zones (please provide option with all 3 zones and option with only 1 zone):

1. Olympic View Elementary – 2500 Block of Perry Avenue
2. Crown Hill Elementary – 1300 Block of Marine Drive and Rocky Point Road School Zone
3. Naval Elementary – 900 Block of Olympic Avenue

Addition of Fixed Speed Zone:

1. 800 – 900 Block Sheridan Road

The City would like a submittal that addresses the following minimum terms:

- A fixed monthly fee that the City will pay to the Respondent per camera or zone per month
- A detailed scope of services
- Provisions for cost neutrality
- Insurance requirements

In addition, the City will expect the submittal to:

- Option the estimates associated with 90 day phase in for a full operational Program