

Project Scope

Generalized Minimum Project Requirements

General scope of services for the Automated Traffic Enforcement Devices System shall include, but not limited to the following:

- Installation, implementation, and maintenance of all equipment necessary for the operation of the ATESD system and citation processing system meeting City of New Haven Ordinances and Connecticut General Statute requirements.
- A radar camera system or equivalent for speed enforcement locations.
- An appropriate number of cameras and/or triggers for red light camera enforcement system locations. Some locations may need to include the appropriate equipment for “Right on Red” intersections.
- Multiple digital still photographs to include, at the minimum rear scene images to capture departure of offending vehicle, and rear plate images.
- Ability to provide information about registered owner of the vehicle to allow for the issuance of citations.
- Ability to provide services that allow for the processing and/or issuance of citations to the registered owner of the vehicle via first class US Postal Service mail.
- Provide training for City of New Haven Transportation, Traffic and Parking personnel, City of New Haven hearing officers, and others involved in the use of the system.
- Provide computer software or equivalent that will allow the City of New Haven to adjudicate citations and to allow the City to monitor the performance of the system, all meeting cyber security and integration rules of the City.
- Provide reporting capabilities to allow for the City to comply with reporting requirements as required by Connecticut General Statute, Regulations and City of New Haven Ordinances.
- Provide a portal or interface for fines to be paid and processed electronically. The City and Contractor will agree upon how the funds, once they are processed by the Contractor, are distributed to the City. Preference will be given to electronic transfers to City accounts. The City, during the life of the agreement, may require that payments for fines be processed through a centralized payment system. The Contractor shall accommodate this request, to the extent practicable, and is agreeable to work with the City’s payment system vendor. At the time the City requires centralized payment the City and the Contractor will negotiate an alternative processing fee schedule. That new fee schedule may need to be approved by Board of Alders.
- Provide expert witness testimony as needed in Court confirming the functionality and accuracy of the system.

- Adhere to data privacy requirements as outlined in Connecticut General Statutes and City of New Haven's ordinance(s).
- In addition to the above the system must comply with requirements under City of New Haven's ordinance(s), in particular Chapter 29 Article VII Sec 29-137 to Sec 29-146 and Connecticut General Statutes, in particular PA 23-116.

Identification and Commitment of Key Personnel

The 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 ongoing execution of the services. For each person assigned to the ATESD program, the Contractor shall provide the following:

- Description of the work they will perform
- Amount of time they will be assigned to work on the City of New Haven's ATESD program
- Relevant work experience in years and level of responsibility, including experience assisting other municipalities in their capacity with similar projects.
- Personnel identified as service and/or field technical personnel must have the capability to respond to the City of New Haven within the servicing guidelines set forth by the City, i.e. be on site within enough time to service the equipment.
- The personnel listed must be committed to this project for the expected term of the contract.

Detailed Project Scope

The Contractor agrees to provide all necessary labor and equipment for automatic traffic enforcement safety devices services, as outlined hereafter, with the City of New Haven.

1. Camera System

1. The Contractor shall provide up to nineteen (19) systems turnkey red light enforcement camera (up to 11 locations) or a speed enforcement camera system (up to 8 locations) capable of capturing digital video images of either red light or speeding violators. The use of this system will be in pursuant of City of New Haven Ordinances Chapter 29 Article VII Sec 29-137 to Sec 29-146 and State of Connecticut General Statutes, in particular PA 23-116.
1. A digital system, including but not limited to a digital camera, housing, poles (if necessary), detection system and equipment, and necessary hardware and software to produce a violation citation from the video image.
2. The contractor will provide a dual Doppler Positional Radar system for detecting violations. The Contractor will attest that the device is accurate to meet Connecticut statutory and judicial requirements for enforcement of violations.

3. 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 as required by the City. The City will have final approval as how any devices are attached to any City-owned infrastructure. The Contractor cannot attach any equipment on any third-party infrastructure. The City must approve power source choices for all devices.
4. 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.
5. 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 status checks shall be done by the Contractor at least two (2) times daily to verify that the system appears to be operating properly. A log of those checks will be maintained by the Contractor and be available for inspection by the City.
6. 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 (for speed enforcement systems and/or red light enforcement at “Right on Red” intersections).
7. The system(s) shall be capable of recording all speeding or red light violations which are over ten (10) miles per hour over the posted limit (for speed enforcement systems) or in violation of a solid red ball (for red light enforcement systems).
8. The camera system shall be capable of counting the number of violations and total through-traffic volumes.
9. The hardware and software must provide the City with the opportunity to view color digital HD images of all violations.
10. 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.
11. The hardware and software must include the ability to view the digital images on a computer monitor for violation determination and verification.
12. The system shall use a non-invasive type of detection. No road surface cutting or disruption to existing detector loops is allowed.

13. The contractor shall work with the City to develop business or enforcement rules to effectively detect and enforce violations as required by City ordinance.

2. Installation

1. There will be nineteen (19) systems installed. Eleven (11) will be red light enforcement systems and eight (8) will be speed enforcement systems. The proposed locations will be listed in the attached proposed ATESD operation plan to be submitted to State of Connecticut Department of Transportation (Appendix A).
2. The Contractor will work with and assist the City of New Haven to determine the proper locations of cameras of each system to effectively cover approaches to achieve the enforcement goals of the City's enforcement plan.
3. 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. Locations may be on roads maintained and controlled by the State of Connecticut, and the Contractor is responsible for obtaining all the appropriate permissions and permits to install the equipment on those roads. The Contractor should be aware that the City may have limited or no ability to advocate for the Contractor with the State of Connecticut.
4. 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). Subcontractors must have the appropriate licenses and be permitted to perform specified work within the City of New Haven and the State of Connecticut. Subcontractors must meet all applicable employment requirements.
5. The Contractor shall prepare detailed plans for the installation of the ATESD. These plans shall become the property of the City.
6. Contractor will use reasonable commercial efforts to install and activate the specified ATESD(s) within One hundred twenty (120) days subsequent to contract award.

3. 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. System Operation

1. The Contractor shall have in-house capability for performing all citation- processing services without third-party assistance or reliance on outsourced processing centers by third parties. This processing is defined as the creation of the electronic record of the violation; information used to populate the required fields for the printed hardcopy of the citation; facts and data to substantiate the violation; tracking of fines, payments and fees associated with that citation; and the storage and/or creation of data and/or information needed to create reports required by the City.
2. The Contractor may use outside printing and mailing sub-contractors (mailing service), with the City's approval, for the sole purpose of meeting the requirements of mailing the citations to registered owner of the violating vehicle. This mailing service shall have no ability to control, access, change and/or manipulate data or information required to create the citation. The mailing service shall only have access to a "locked" final version of a citation that they may print, as required, and mail to the registered owner of the violating vehicle as required by City Ordinance and State of Connecticut General Statutes. The Contractor shall notify the City within fifteen (15) of any changes in mailing services.
3. The Contractor shall own (or have documented licensing rights) to all intellectual property.
4. Back-office citation processing software shall be point-to-point, through secure, dedicated communication using City of New Haven approved internet protocol. No public web access. (or demonstrated equivalent approved by the City of New Haven)
5. Contractor shall maintain, at Contractor's sole cost and expense, access to vehicle owner registration information from the State of Connecticut Department of Motor Vehicles or equivalent service. And, the Contractor shall maintain, similarly, the ability to access out-of-state vehicle owner registration information. In both circumstances, the Contractor shall be able to provide required vehicle owner information to be able to issue the violation citation as required by Connecticut General Statutes and City of New Haven Ordinances.
6. 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, (v) If required or necessary , annually, Contractor will work with the City and assist with arrangement of the City's representative(s) to visit the Contractor's headquarters for operation audit

- purposes, and (vi) provided updated and current training and/or manuals, as systems are updated or changed during the life of operation
7. The Contractor shall provide training (i) for all applicable City personnel (ii) for up to eight (8) hours in the aggregate, (iii) regarding the maintenance and troubleshooting of the components and system in the field, (iv) additional training will be provided to the City upon request, at no additional cost to the City, and (v) provided updated and current training, manuals, and service bulletins as systems are updated or changed during the life of operation.
 8. The Contractor shall promptly provide the City with notice of all modifications to the System.
 9. The Contractor will provide the City with monthly reports on ATESD(s) 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. All generated reports become the property of the of the City.
 10. Contractor shall permit authorized City personnel to generate reports using the Contractor's system. In addition, the Contractor shall work with City personnel to create reports in accordance with Connecticut General Statutes and City of New Haven Ordinances requirements. All generated reports become the property of the City.
 11. 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.
 12. At the City's request, the Contractor will provide the City with advice and counsel regarding operation of the ATESD(s), site selection, implementation and administration.
of a public awareness campaign, and other subjects of mutual interest to the Contractor and the City.
 13. In the event of contested citations, 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 ATESD. The Contractor will supply all courts of competent jurisdiction with a statement of technology. This testimony may be in writing or in person depending on the jurisdictional requirements.
 14. The Contractor shall provide a data and information storage solution that is in compliance with the Connecticut General Statutes City of New Haven Ordinances and any additional cyber security

requirements by the City of New Haven. All data that is generated by the enforcement system is the property of the City.

15. The Contractor's system shall process violations gathered from the designated enforcement zone approaches and/or locations into a format capable of review by City personnel via the Contractor's system.
16. 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
17. 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 enforcement zone approach. Contractor acknowledges that it is aware that the state law (Connecticut General Statute PA 23-116 Sec. 11(i)(2))-requires that the citation be mailed to the violator within thirty (30) days of the of the owner's address being ascertained for in-state and out of state registered vehicles, inclusive of the time it takes for the City personnel to review the violations data.
18. With respect to each authorization to issue a citation from the City, Contractor shall print and mail a citation within five (5) days after Contractor's receipt of such authorization. The primary mailing shall be by United States Postal Service first class mail, as required by both Connecticut General Statute and City of New Haven Ordinance. The City may, at its discretion, allow for the emailing of citation notification. However, the emailing of citation notification will be subsequent and supplemental to United States Postal Service first class mail.
19. The Contractor's system shall maintain an electronic record of each citation. The system shall also maintain a log that memorializes all pertinent dates and times to include, but not limited to, date of violation, date that owner's information was obtained, date the violation was released for review by the City, date that the violation was accepted and released by the City, the date that the citation was mailed out, and the date the violation was adjudicated and how it was adjudicated.
20. The City of New Haven may require the Contractor to provide an "evidence book" for use in court. The "evidence book" shall meet the specific requirements of the requesting court.
21. Contractor shall provide a toll-free telephone number for the purposes of answering citizen inquiries. The Contractor is responsible for answering questions regarding How to find information on the citation; What are the options for payment of the citation; How to appeal the citation. The Contractor shall direct all inquiries regarding enforcement efforts, City Ordinances or City policies to the Department of Transportation, Traffic and Parking. Contractor shall keep a log of such phone calls to include, but not be limited to, caller's name, vehicle description (make, model, color and registration plate number and state, date and time of call, reason for the call and disposition of the call.

22. Contractor shall assist the City in public information and education efforts, including but not limited to the development of artwork for 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). If so required the Contractor will assist City's outside marketing contractor to create educational and informational materials for the public awareness campaign. Any materials created become the property of the City and may be used or reproduced in the future.

5. Monthly Fee

1. The City shall pay a monthly fee of \$3,500 per camera for the service provided by the Contractor related to the operation of the system. Number of cameras per location will be approved by the City based on the recommendations of the Contractor of the number needed to achievement the City's enforcement goals for each location.

6. Additional Charges or Fees

1. Charged to the City
 1. Mailing and notification of citation is \$4.00* per citation mailed.
 2. Mailing and notification of late notice for overdue citations \$4.00* per notice mailed.
 3. \$ 4.00 Convenience fee for citations paid through Novoaglobal system at City payment location.
2. Charged to violator
 1. \$4.00 convenience fee charged to the violator for online electronic payments.

*After the first year these fees may increase in-line with any increases in the cost of USPS First Class Mail rates.

Contract Term

- The Contractor will provide copies of all business licenses/business registrations. The Contractor will hold and provide copies of all valid licenses for any particular specialty as required by the City of New Haven and State of Connecticut.
- The contract will be for a term three (3) years. The expected life of the contract will align with the three (3) year approval period of the ATESD Plan (per State Statute) with up to two (2) extensions for three (3) years each. However, the City may negotiate reasonable early termination provisions with the Contractor.
- The Contractor will have their employees comply with all City standards for personal conduct during those times when they are on site at a City facility. The Contractor shall comply with any laws or regulations regarding the execution of the contract.

After the contract is awarded any changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the City and the Contractor. Should a decision

be made to amend the scope of the contract, the City and the Contractor will mutually agree, in writing, to an adjusted contract price. Any changes may require Board of Alder's approval.