

REQUEST FOR PROPOSALS
FOR
RFP 17-PD-002
AUTOMATED TRAFFIC ENFORCEMENT
EQUIPMENT AND SERVICES

As Requested by
THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

10:00 AM Thursday, September 29, 2016

TABLE OF CONTENTS

Section 1 – Introduction.....2
Section 2 – Conditions Governing Procurement.....3
Section 3 - Proposal Format and Organization Requirements 9
Section 4 – Submission Requirements and Evaluation of Proposals ... 10
Section 5 – Scoring Detail 12
Exhibit A – Scope of Work and Specifications..... 13
Appendix A – Required Information Form.....14
Appendix B – Standard Form Agreement19
Appendix C – Preference Form24
Appendix D – Acknowledgement Form28
Appendix E – Reference Response Form29

Attachments:

City of Rio Rancho Ordinance No. 22Attached

1. INTRODUCTION

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Exhibit A.

1.2. Overview. The City of Rio Rancho is soliciting formal proposals from qualified contractors to provide equipment installation, maintenance and operation of a turnkey automated traffic enforcement equipment capable of detecting and recording red light violations and mobile speed monitoring devices including the support services for the City of Rio Rancho. The goal is to have an executed agreement in place by December 2016.

Background: On June 9, 2010 the City of Rio Rancho Governing Body adopted an ordinance to provide automated red-light and speeding enforcement, designated the Safe Traffic Operations Program ("STOP") Ordinance, Ordinance No. 22. Pursuant to this Ordinance, the City is requesting Proposals for the installation and operation of an Automated Traffic Enforcement system ("ATE Program"). Experience in the City and elsewhere had shown that police patrol and enforcement of traffic laws may not, in themselves, be sufficient to change driver behavior sufficiently to reduce the number of traffic crashes. This RFP is a continuation of those services to protect the citizens of Rio Rancho. The awarded contract will be funded entirely by the revenue generated by collected citation fees.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Shonna Ybarra, Purchasing and Contracts Manager
3200 Civic Center Circle NE
Rio Rancho, NM 87144
(505) 891-5044
sybarra@rrnm.gov

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Monday, September 05, 2016	NA
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Monday, September 19, 2016	5:00 PM

Response to Written Questions	City of Rio Rancho	Thursday, September 22, 2016	NA
Submission of Proposals	Offerors	Thursday, September 29, 2016	10:00 AM

*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

2.2.1. Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2. Pre-Proposal Conference. A pre-proposal conference will not be held for this project.

2.2.3. Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4. Written Questions and RFP Amendments. Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.3). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: <http://www.rnm.gov/bids>. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5. Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**City of Rio Rancho
Clerk's Office
Attention: Shonna Ybarra, Purchasing and Contracts Manager
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
Automated Traffic Enforcement Equipment and Services
RFP 17-PD-002**

The City shall not be responsible for proposals that are mailed and not received by

the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website <http://www.rnm.gov>.

2.2.6. Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

2.2.7. Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

2.2.8. Oral Presentations. The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

2.2.9. Award without Discussions. An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.

2.2.10. Selection of Finalists. If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.

2.2.11. Discussions with Finalists. The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions

will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.

2.2.12. Proposal Revisions and Best and Final Offers. Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

2.2.13. Finalize Contract. The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14. Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15. Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

2.3.1.a Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.

2.3.1.b Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.

2.3.1.c Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.

2.3.1.d Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.

2.3.1.e The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.

- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**
- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.
- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary

to ensure that a thorough evaluation is conducted.

- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.
- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.
- 2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.
- 2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.
- 2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.**

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-

- 1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-

5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

- 2.3.2.k. Acceptance of Proposals.** Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

- 3.1 Number of Copies.** Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

- 3.2.1** Proposals shall be limited to a maximum length of 6 pages. The Required Information Form, Table of Contents, project schedule, sealed reference responses, the fee proposal, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Additional appendices will not be forwarded for review by the RFP Committee. Proposals must include page numbers for each section of the Proposal.

- 3.2.2** Proposals shall be divided into three clearly defined sections, which shall include:

3.2.2.a Section 1: Required Information Form, Table of Contents, Response to Evaluation Criteria, and any additionally required documents not included in the page count.

3.2.2.b Section 2: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).

3.2.2.c Section 3: Fee Proposal and Proposed Schedule

- 3.2.3** Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD/flash drive containing the electronic files of the proposal and cost proposal shall be included with the original proposal submitted.**

- 3.2.4** The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

- 3.2.5** The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

4.1. Overview. This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances, and complete a Fee Proposal. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.2 Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 Required Information Form. Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.2.2 Fee Proposal. Offerors shall submit an itemized proposal for each option detailed in the RFP and the Offeror's proposed work plan.

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Project Understanding/Work Plan

Provide information about the Offeror's understanding of the project in general. Include a well-defined work plan, detailed approach to this project and proposed schedule. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, schedule, and approach related specifically to this project. Points will also be affected by the firm's ability to propose an approach that demonstrates a clear understanding of the scope of this project as defined in this RFP. Maximum of two (2) pages.

4.3.2 Quality of Proposal

Offerors shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical

soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in the category.

4.3.3 Experience

Provide relevant and concise information regarding the experience of Offeror's company. Include concrete information demonstrating performance of the company's staff. Identify the experience/performance of key staff that will be assigned to this project. Points will be awarded based on the review committee's perception of quality and relevance of indicated experience, project team, key staff, and demonstrated performance. Points will be deducted from the Offeror's score if the committee feels the information provided is irrelevant to scope described in this RFP. Maximum of two (2) pages.

4.3.4 References

Provide only three non-City of Rio Rancho references of similar projects from other public agencies recently completed. References shall be completed by a representative familiar with the project who is currently employed by the project owner. Offeror must provide a brief narrative describing relevant project information for each of the three references provided. No other references outside of those included in the narrative will be calculated in the final average reference score. The narrative content shall not exceed two (2) pages.

In addition, the attached reference response form (Appendix E) must be filled out in its entirety and the responses to the questions must be filled out by an employee or consultant of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and return it to the Offeror in a sealed envelope with the reference's signature over the sealed portion of envelope in order to ensure authenticity.

The sealed responses must be included with the Offeror's sealed proposal submission by the proposal submission deadline. Sealed reference responses will not be included as part of the overall page count. However, reference narrative descriptions are considered scored content and will be included in the page count.

For each identified project, references will be asked to score the Offerors General Responsiveness of Contractor, Overall Quality of Equipment and Collection Program Relationships.

The totals of all three responses will be averaged to result in a final reference score. Failure to submit any of the three required sealed references shall result in zero points for that reference in the average reference score. References must provide a score for all of the four reference category scoring items. The City will calculate zero points for any reference category left blank.

If an Offeror submits more than three references, the City will exclude the highest reference score when calculating the final average reference score.

4.3.5 Fee Proposal.

- 4.3.5.a** Offerors must submit a detail Fee Proposal along with each copy of their proposal submission. The fees for services shall be deducted from the citation collections and the net amount shall be transferred to the City. Proposals must include all fee information that delineates the fees associated with providing the services being requested under this RFP and any other fees for services that may not have been contemplated by the City. The proposal shall also include a fee breakdown for the following

options:

Option A

- Five (5) mobile speed monitoring devices with the ability to document infraction notices (including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.
- Two (2) sets of fixed speed and red light infraction intersection monitoring equipment for the intersections of Southern Blvd and Unser Blvd SE, and Unser Blvd and Northern Blvd NE, with the ability to document infraction notices (including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.
- Internet accessible database/interface for sworn officers to review and approve or reject infraction notices through.

Option B

- Five (5) mobile speed monitoring devices with the ability to document infraction notices (including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.
- Two (2) sets of fixed speed and red light infraction (without right turn on red infractions) intersection monitoring equipment for the intersections of Southern Blvd and Unser Blvd SE, and Unser Blvd and Northern Blvd NE, with the ability to document infraction notices (including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.
- Internet accessible database/interface for sworn officers to review and approve or reject infraction notices through.

Option C

- (7) mobile speed monitoring devices with the ability to document infraction notices (including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.
- Two (2) sets of fixed speed and red light infraction intersection monitoring equipment for the intersections of Southern Blvd and Unser Blvd SE, and Unser Blvd and Northern Blvd NE, with the ability to document infraction notices (including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.
- Internet accessible database/interface for sworn officers to review and approve or reject infraction notices through.

Option D

- Seven (7) mobile speed monitoring devices with the ability to

document infraction notices (including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.

- Two (2) sets of fixed speed and red light infraction (without right turn on red infractions) intersection monitoring equipment for the intersections of Southern Blvd and Unser Blvd SE, and Unser Blvd and Northern Blvd NE, with the ability to document infraction notices(including photo and video evidence), process them with the aid of NLETS MVD database, send notices of infractions to responsible vehicle owners, as well as providing technical personnel to support the network and infrastructure of the program.

- Internet accessible database/interface for sworn officers to review and approve or reject infraction notices through.

4.3.5.b Fee Proposal Submissions must be submitted in two (2) parts:

4.3.5.b.1 Part (1) – Objective Fee Analysis. The submitted Fee Proposal shall contain a detail of all associated fees related to services to be provide to the City by the Offeror (whether billed directly or withheld from revenues collected). The Offeror should understand that the City will not pay any amount not included in the Fee Proposal.

The evaluation of each Offeror’s Fee Proposal will be determined using the following formula:

$$\frac{\text{Lowest Responsive All-In Fee}}{\text{This Offeror’s All-In Fee}} \times 20 \text{ pts} = \text{Awarded Points}$$

4.3.5.b.2 Part (2) – Fee Reasonableness. In order to allow for a clear evaluation and comparison, relative to other offers received, Offerors must provide a justification narrative describing all assumptions incorporated in the submitted fee proposal. Offerors are encouraged to provide data to defend the reasonableness of the fee proposal.

Points will be awarded based on the Offeror’s ability to reasonably and adequately explain assumptions included in the development of Part (1) of the Fee proposal.

5. Scoring Overview

RFP Section	Factor	Points
	<u>Mandatory Requirements – Pass/Fail</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.2	Cost Proposal	Pass/Fail
	<u>Evaluation Criteria</u>	
4.3.1	Project Understanding/Work Plan	50

4.3.2	Quality of Proposal	25
4.3.3	Experience	30
4.3.4	References	15
4.3.5	<u>Cost Proposal Evaluation</u>	
4.3.5.b.1	Objective Fee Analysis	20
4.3.5.b.2	Fee Reasonableness	10
	Total Points	150

Exhibit A
Scope of Work / Specifications for Automated Traffic Enforcement
Equipment and Services
RFP 17-PD-002

1.1.GENERAL INFORMATION

The City of Rio Rancho shall contract with the awarded contractor to install and operate the ATE system, which may include, but is not limited to the following:

1. Provide and install equipment sensors for red light traffic control and for speed measurement at designated intersections, and all other equipment necessary for operations of the ATE system.
2. Provide services for identifying the ownership of the vehicle involved in the violation
3. Print and mail STOP Fine Notices and Notices of Default to violators of the STOP Ordinance, in a format approved by the City.
4. Accept payments from violators for amounts due based on STOP Fines and applicable late fees.
5. Provide access to the video of the violation, or upon City's request, and training for the users of the system
6. Provide, upon the request of the City, one or more mobile automatic enforcement units (vans or trailers) capable of monitoring speed and red light violations in a manner similar to the fixed ATE sensors/cameras.
7. Assist the City with intersection selection, using video monitoring of intersection identified by the City as having high crash, red light violation, and/or speed violation histories. The video monitoring results shall be made available to the City prior to any final selection.
8. Assist the City in obtaining approval of recommended intersections, as necessary, from the State Transportation Commission and/or Department of Transportation.
9. Provide hardware and software to photographically capture violations of the STOP Ordinance at selected intersections.
10. Assist the City with intersection preparation and installation of any equipment not provided by the Contractor.
11. Provide access to the City and/or certified law enforcement officer to view the video of each violation to gauge whether a violation occurred, prior to the issuance of a STOP Fine Notice.
12. Provide access to the video (captured at the time of violation) to the City's Police Department and other City administrators as well as violators (members of the general public) from any Internet-connected computer upon the issuance of a STOP Fine Notice.
13. Establish a relationship with the New Mexico Taxation and Revenue Department, Motor Vehicle Division to enable the Offeror to access the MVD records to identify the registered owner of vehicles violating the STOP Ordinance.
14. Meet the time limits on the processing of violations (including detection, providing images and video to Police Department for approval, mailing, and processing monies received) as specified in the Ordinance and applicable statute.
15. Provide at least one photograph of the violation printed on the STOP Fine Notice.
16. Calculate the amount due for a STOP Fine and for applicable late fees (based on the City Ordinance), print that amount on the STOP Fine Notice, and publish the amount due on an Internet-accessible location for the violator to view.

17. Transfer the monies collected from violators to the City (or its designated account) within 24 hours of receipt of those funds and provide a record of the monies received and the violation/account credited.
18. Maintain a record of violations associated with each vehicle (through its license plate) for a two year period or longer, as determined by City ordinance and/or policy.
19. Enable the Police Department, Hearing Officers, and others as designated by the Police Department to log onto the Internet-based system to change the status of a violator's record (e.g.: "Hold during pendency of hearing without calculating default"; "Found responsible (at hearing)"; etc.)
20. Provide images and full motion video sufficient to allow a minimum of a 75% issuance rate, defined as the percentage of STOP Fines issued out of the total number of violations captured.
21. Provide auditable results of the number of violations captured and the number of violations that were unusable based on (1) obscured view, paper license plate, ineffective flash, environmental factors, etc., (2) equipment failure, or (3) inability to match license plate to MVD records.
22. Install speed violation sensors that provide accurate speed measurements.
23. Provide quality control so that the City is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records.
24. Provide the City upgrades to software or hardware for a trial period of no less than 90 days at no additional cost, upon City's request.
25. The City of Rio Rancho Safe Traffic Operations Program will require that the automated traffic system contractor have the ability to develop a contract with a collections agency, approved by the City and the Rio Rancho Police Department, for the purpose of collecting past due fines and late fees. The contractor will be responsible for providing the collections agency with past due notice information and providing the City and the Police Department with monthly collection actuary reports.

Appendix A
REQUIRED INFORMATION FORM

RFP 17-PD-002
Automated Traffic Enforcement Equipment and Services

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____
(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 17-PD-002, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Contract No. XX-XX-XXX
Automated Traffic Enforcement Equipment and Services

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Rio Rancho** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Automated Traffic Enforcement Equipment and Services, RFP 17-PD-002, on _____, containing the scope of work attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Contractor submitted a proposal in response to RFP 17-PD-002 on _____; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP 17-PD-002, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Contractor to provide the services described in Exhibit xxx.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of four (4) years with the option to renew up to eight (8) years total term.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all

or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit xxxx. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Contractor shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement

without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

10. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Contractor without the prior written approval of the City.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, polices and procedures.

(b) The Contractor hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

Each party will be responsible for the acts and/or omissions of its own employees, officials and agents. Nothing herein shall operate or be deemed to alter or expand Contractor's liability or responsibilities beyond those permitted under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any limitations or required procedures thereunder. By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action,

liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor’s employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Department of Public Safety. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Attn: Lt. Ken Willey
500 Quantum Rd. NE
Rio Rancho, New Mexico 87124
Telephone: 505-891-5900
Fax: (505) 891-3888

For notice to the Contractor:

Telephone: _____
Fax: _____

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[Contractor]

Keith J. Riesberg, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Kenneth J. Tager, Acting City Attorney

Appendix C
LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS

RESIDENT BUSINESS

RESIDENT CONTRACTOR

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

Annual revenue up to \$3,000,000.00

Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN CONTRACTOR

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one):**

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____

(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 17-PD-002
Automated Traffic Enforcement Equipment
and Services**

**Appendix D
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Shonna Ybarra, Purchasing and Contracts Manager
 CITY OF RIO RANCHO
 DEPARTMENT OF FINANCIAL SERVICES
 3200 CIVIC CENTER CIRCLE
 RIO RANCHO, NM 87144
 Phone: (505) 891-5044
 Fax: (505) 891-5762
sybarra@rrnm.gov



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 17-PD-002
Automated Traffic Enforcement Equipment and Services**

**Appendix E
REFERENCE FORM**

The responses to the questions below must be filled out by an employee of the listed reference (not by the submitting Offeror). The reference is asked to complete this form and return it to the Offeror in a sealed envelope with the reference’s signature over the sealed portion of envelope in order to ensure authenticity. The sealed responses must be included with the Offeror’s sealed proposal submission by the proposal submission deadline. *Thank you for your time.*

RFP Offeror/Firm Name: _____

Project Name Completed by Offeror: _____

Name of Reference Contact: _____

Reference Project Owner: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Reference Response:

Please rank your experience with the Offeror as follows; 5 being the most satisfied and 1 being the least satisfied. Should you have any questions regarding this form please contact Shonna Ybarra, CORR Purchasing Division, (505)891-5044.

	Most Satisfied		to		Least Satisfied
1. General Responsiveness of Contractor:	5	4	3	2	1
2. Overall Quality of Equipment:	5	4	3	2	1
3. Collection Program Relationship:	5	4	3	2	1

Signature of Reference Completing Form

Date Signed



**CITY OF RIO RANCHO
ORDINANCE**

ORDINANCE NO. 22

ENACTMENT NO. 10-22

**AN ORDINANCE ENACTING NEW CHAPTER 71, SAFE TRAFFIC OPERATIONS
PROGRAM, REGARDING AUTOMATED ENFORCEMENT OF RED LIGHT AND
SPEEDING VIOLATIONS.**

WHEREAS: Increased traffic on City streets have led to increased traffic violations and an increased risks of vehicle crashes; and

WHEREAS: high traffic volume and crowded intersections have increased the risks associated with red light and speeding violations, as well as the severity of the consequences of resulting crashes; and

WHEREAS: the Governing Body finds that traffic fines alone will not alleviate the risks associated with increased traffic loads and related traffic violations; and

WHEREAS: automated photographic enforcement of traffic violations in other New Mexico cities and nationwide have been shown to reduce traffic violations and vehicle crashes.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Section 1. New Chapter 71, Safe Traffic Operations Program, is hereby enacted, to read as follows:

CHAPTER 71: SAFE TRAFFIC OPERATIONS PROGRAM.

Section

71.01 Short title

71.02 Findings and intent

71.03 Definitions

71.04 Violation

71.05 Enforcement

71.06 Administration

71.01 Short Title.

This Chapter shall be referred to as the Safe Traffic Operations Program or "STOP."

1 71.02 Findings and Intent.

2
3 A. The governing body finds that there is a significant risk to the health and
4 safety of the community from drivers who run red lights and exceed the posted speed
5 limits. The governing body finds that the City has a high serious injury rate resulting from
6 red light violations and a blatant disregard by drivers for existing state red light laws; that
7 red light violations are a public nuisance; that red light violations are a matter of unique
8 local concern, in part due to high traffic volume and crowded intersections in the City; and
9 that red light violations are causally connected to death or serious injury to a degree not
10 evident with regard to other traffic infractions.

11
12 B. The governing body finds that many states and municipalities across the
13 country have experienced substantial decreases in red light violations by using red light
14 cameras; that red light cameras produce reliable evidence of red light violations; that it is
15 reasonable for police officers to rely on red light camera evidence even if the officer did not
16 personally observe the violation; that red light cameras save lives and make our streets
17 safer; that the current penalty under state law for running a red light is inadequate to
18 meaningfully address the nuisance and that the City must implement meaningful civil
19 remedial measures that will stop red light violations making our streets safer and saving
20 lives; and that red light violations are a nuisance that shall be abated by the assessment of
21 fines to compensate the City and taxpayers who do not commit these violations.

22
23 C. The governing body finds that some drivers in the City repeatedly violate
24 posted speed limits; that state law against speeding is inadequate to preserve public safety
25 in the City; that photographic and electronic devices that measure speed are accurate and
26 reliable; and that implementation of enforcement of speed limits by means of photographic
27 and electronic equipment will abate the nuisance of speeding.

28
29 D. The governing body finds that peer-reviewed scientific studies have shown
30 automated photographic enforcement of speed and red light violations to reduce traffic
31 crashes, injuries and deaths; and that automated photographic enforcement of speed and
32 red light violations have been endorsed by the National Safety Council, the Federal
33 Highway Administration, the Governors Highway Safety Administration, and the Insurance
34 Institute for Highway Safety.

35
36 E. The governing body declares that this Chapter is a nuisance abatement
37 provision enacted pursuant to the City's inherent authority under state law and that the
38 remedies are purely civil and not criminal in nature.

39
40 71.03 Definitions.

41
42 For the purposes of this Chapter, the following definitions shall apply unless the
43 context clearly indicates or requires a different meaning.

44
45 *AUTHORIZED EMERGENCY VEHICLE* has the meaning in NMSA 1978 § 66-1-
46 4.1(E) (2007), as amended from time to time, including without limitation any fire
47 department vehicle, police vehicle, ambulance and any emergency vehicles of municipal
48 departments or that are otherwise designated or authorized as emergency vehicles by the
49 director of the New Mexico State Police Division of the Department of Public Safety or the
50 chief of police of the City's police department.

1
2 *CAMERA SPEED DEVICE OR "CSD"* means the instrument that detects a violation
3 of this chapter. The definition includes but is not limited to photo red light cameras and
4 electronic speed detection equipment reasonably relied upon by police officers.
5

6 *CITY* means the City of Rio Rancho.
7

8 *CITY MANAGER* means the City Manager of the City of Rio Rancho.
9

10 *CONTRACTOR* means a person or entity that enters a contract with the City to
11 provide the City with photographic or electronic evidence of a violation through a CSD.
12

13 *DEFAULT* means the failure to pay a STOP fine or to timely pay a fine pursuant to a
14 decision of a hearing officer under this chapter.
15

16 *DELIVERY* or *DELIVERED* means the mailing of a STOP Fine Notice to a
17 registered owner or nominee or personal service of a STOP Fine Notice or hearing officer
18 decision on a registered owner or nominee.
19

20 *DEPARTMENT* means the police agency that employs the police officer who issues
21 a STOP Fine Notice or caused a STOP Fine Notice to be issued.
22

23 *DEPARTMENT OF MOTOR VEHICLES* or *DMV* means the Motor Vehicle
24 Division of the Taxation and Revenue Department of the State of New Mexico or its
25 successor agencies. With respect to a vehicle registered in another state,
26 *DEPARTMENT OF MOTOR VEHICLES* or *DMV* means the corresponding motor
27 vehicle agency in such other state.
28

29 *DRIVER* means the person operating a motor vehicle at the time of a violation.
30

31 *EFFECTIVE DATE* means the date a STOP Fine Notice is mailed to the recipient by
32 the contractor as indicated on the face of the STOP Fine Notice.
33

34 *FINANCE DEPARTMENT* means the City's Department of Financial Services,
35 established by R.O. 2003 Section 32.16.
36

37 *HEARING OFFICER* means the City Hearing Officer, as appointed by the presiding
38 judge of the civil division of the Thirteenth Judicial District Court. The hearing officer shall
39 be a licensed member of the New Mexico Bar, and may or may not be an employee of the
40 City, in the discretion of the City Manager.
41

42 *IDENTIFY* means to submit all information on a driver sufficient to allow the City to
43 locate and notify the driver in lieu of the registered owner, including but not limited to the
44 name and address of the driver.
45

46 *NOMINATE* or *NOMINATION* means to identify of the actual driver of a car by the
47 registered owner as the responsible party for a violation,
48

49 *NOMINEE* means the person or entity identified by the registered owner as the
50 driver or responsible party.

1
2 *NOTICE OF DEFAULT* means a document delivered to the registered owner and
3 stating that the registered owner is in default.

4
5 *NUISANCE* means the act of operating a vehicle in violation of this chapter.

6
7 *OWNER'S AFFIDAVIT* means a written statement signed under oath and submitted
8 to the City or the City's contractor under penalty of perjury by the registered owner of a
9 vehicle who asserts therein that the registered owner was not driving a vehicle at the time
10 of a violation.

11
12 *POLICE OFFICER* means a sworn member of the Rio Rancho Police Department,
13 the Sandoval County Sheriff's Office, the New Mexico State Police, or any other public
14 official with authority to stop a vehicle for a traffic violation in the City.

15
16 *PUBLIC SAFETY AIDE* means a public safety aide of the Rio Rancho Police
17 Department.

18
19 *REGISTERED OWNER* means the owner or owners of a vehicle according to the
20 license plate number or information obtained from the Department of Motor Vehicles, from
21 a corresponding motor vehicle agency outside New Mexico, from information obtained from
22 the Rio Rancho Municipal Court, from the Sandoval County Magistrate Court, from
23 Department records, from a CSD or from any other documentation or methods reasonably
24 relied upon by Police Officers.

25
26 *RESPONDENT* means an accused violator who has received a STOP Fine Notice
27 and requested a hearing.

28
29 *STOP FINE* means the fine assessed for a Violation, as set forth in Section
30 71.05(H) or successor provision under this Chapter (or successor chapter of the City's
31 codified ordinances).

32
33 *STOP FINE NOTICE* means a written document mailed to the address of the
34 registered owner or nominee stating that a Violation has occurred and payment is due.

35
36 *VIOLATION* means a violation of this chapter.

37
38 **71.04 Violation.**

39
40 Any Violation of Section 12-5-6 or Section 12-6-1.2 of the City Traffic Code (Chapter
41 VII, R.O. 2003) is a Violation of this chapter. This chapter does apply to Authorized
42 Emergency Vehicles responding to an emergency. This chapter does not apply to vehicles
43 in an intersection during a red light while involved in a Police Officer or Public Safety Aide
44 controlled funeral procession or a City permitted parade, or when responding to a Police
45 Officer directing traffic.

46
47 **71.05 Enforcement.**

48
49 A. *Criminal Violation Observed by Police Officer.* This chapter does not
50 abrogate or impair enforcement authority of existing traffic laws by a Police Officer.

1
2 B. *Violation Recorded by CSD.* The Contractor shall provide all evidence of a
3 CSD recorded Violation to a Police Officer. A Police Officer shall review all CSD evidence
4 provided by the Contractor. If the Police Officer determines that a Violation has occurred,
5 the Police Officer shall cause a STOP Fine Notice to be Delivered to the Registered
6 Owner. The Registered Owner is strictly and vicariously liable for the Violation unless one
7 (1) of the exceptions herein applies. If there is more than one (1) Registered Owner, all
8 Registered Owners shall be jointly and severally liable for the Violation.

9
10 C. *STOP Fine Notice.*

11
12 (1) Form and contents. The STOP Fine Notice shall state and contain the
13 name of the Registered Owner or owners or Nominee, the Effective Date of the STOP Fine
14 Notice, the type of Violation, the date, time, and location of the Violation, a picture of the
15 Violation, the license number of the vehicle, the name and identification of the issuing
16 Police Officer, the amount of the fine, the response due date and the return address. The
17 STOP Fine Notice shall conspicuously and in bold face type state: "Failure to pay this fine
18 on time may lead to serious legal consequences including the assessment of additional
19 monies due." The STOP Fine Notice shall include an Owner's Affidavit form, and a return
20 envelope. The STOP Fine Notice shall inform the Registered Owner or the Nominee of the
21 right to request a hearing by so indicating in a space provided on the form and returning
22 same in the return envelope.

23
24 (2) Delivery. The STOP Fine Notice shall be Delivered to the address of
25 the Registered Owner according to the address registered with the Department of Motor
26 Vehicles or to the address of the Nominee according to the Owner's Affidavit. The
27 Registered Owner has a duty to timely notify DMV of a change of address and the failure to
28 do so does not entitle the Registered Owner to assert a defense of inadequate notice. The
29 mailing of a STOP Fine Notice to the address of the Registered Owner of a vehicle
30 according to the records of DMV or to the address of the Nominee according to the
31 Owner's Affidavit is adequate or constructive notice of a STOP Fine Notice.

32
33 D. *Response to a STOP Fine Notice.* Within thirty-five (35) days from the
34 Effective Date, the Registered Owner shall pay the fine, file an Owner's Affidavit making a
35 Nomination, or request a hearing. The response must be actually received no later than
36 thirty-five (35) consecutive days (including holidays) from the Effective Date. No additional
37 time for mailing is allowed. If the fine has not been paid, there has been no Nomination or
38 a request for a hearing within thirty-five (35) days from the Effective Date, the Contractor
39 shall send written notice of Default to the Department, and to the Registered Owner or
40 Nominee or both.

41
42 (1) Payment of STOP Fine. Upon receipt of the STOP Fine Notice, the
43 recipient may elect to admit the Violation and pay the fine. To pay the STOP fine, the
44 recipient shall admit the Violation by signing and dating the STOP Fine Notice on a space
45 provided and return the STOP Fine Notice with payment to the Contractor or to the City (as
46 directed in the STOP Fine Notice), within thirty-five (35) days. The City may, but is not
47 required to, adopt procedures for alternative methods of payment of fines using the Internet
48 or other on-line services. There shall be a fifty (\$50.00) dollar penalty for any payment
49 tendered that is not honored or is returned for any reason.
50

1 (2) Request for Hearing. The recipient of the STOP Fine Notice may
2 request a hearing by so indicating on the STOP Fine Notice and returning it to the Hearing
3 Officer within thirty-five (35) days of the Effective Date. There is no fee for a hearing, The
4 Hearing Officer shall schedule a hearing pursuant to subsection (F) of this section.
5

6 (3) Nomination. (a) Any Registered Owner who was not driving the car
7 at the time of the Violation may either accept the responsibility and pay the STOP Fine, or
8 identify the Driver so the Contractor can send a STOP Fine Notice to the Driver. If the
9 Registered Owner claims that another person was driving the vehicle at the time of the
10 Violation, the Registered Owner shall so indicate on the Owner's Affidavit and identify the
11 person who was driving the vehicle. Any Registered Owner who submits an Owner's
12 Affidavit does so under penalty of perjury.
13

14 (b) A new STOP Fine Notice shall be forthwith Delivered to the
15 Nominee. The Effective Date of the STOP Fine Notice sent to the Nominee is the day the
16 STOP Fine Notice is issued to the Nominee as indicated on the face of the new STOP Fine
17 Notice. If the Nominee successfully appeals the allegation that he or she was the Driver or
18 Defaults, the City may proceed against the Registered Owner by issuing a new STOP Fine
19 Notice to the Registered Owner, with the Effective Date being the date so indicated on the
20 face of the subsequent STOP Fine Notice. The Registered Owner is also responsible for
21 payment of the STOP Fine if the City cannot assert jurisdiction over the Nominee, subject
22 to the remaining defenses available in this chapter.
23

24 (c) The Nomination procedure described in this paragraph is
25 available to any Registered Owner, including but not limited to individuals, business
26 entities, and governmental entities. Without limitation on the foregoing, Nomination may be
27 used when:
28

29 (i) The Registered Owner is the United States of America,
30 the State of New Mexico, Sandoval County, the City of Rio Rancho, or any other
31 governmental entity that owns the vehicle that was being driven by a natural person who
32 was an employee, Contractor or agent of the governmental entity at the time of the alleged
33 Violation. Such entity shall Nominate and identify the Driver.
34

35 (ii) The Registered Owner is a business, corporation or other
36 non-natural entity that owns the vehicle that was being driven by a natural person who was
37 the employee, Contractor or agent of the entity at the time of the alleged Violation. Such
38 entity shall Nominate and identify the Driver.
39

40 (iii) The Registered Owner is an automobile rental business,
41 automobile dealership or other business entity that, in the ordinary course of business,
42 leases or loans vehicles to others and the lessee or customer was driving the vehicle at the
43 time of the alleged Violation. Such entity shall Nominate and identify the Driver.
44

45 (iv) The Registered Owner was not driving the vehicle at the
46 time of the Violation. To assert the defense mentioned in this paragraph, the Registered
47 Owner shall identify the actual Driver and comply with the Nomination provision above to
48 assert this defense.
49

1 E. *Default.* If the City does not receive payment of the STOP Fine, a Nomination
2 or a request for a hearing within thirty-five (35) days from the Effective Date, the Registered
3 Owner is in Default. Default automatically results in liability to the Registered Owner for the
4 STOP Fine, and the Registered Owner is barred from requesting or obtaining any hearing
5 on the merits of the STOP Fine on grounds of the defense enumerated in paragraph (3) of
6 subsection G of this section. A Default results in an additional late fee of twenty-five
7 (\$25.00) dollars. The Department shall cause the Contractor to mail the notice of Default to
8 the Defaulting party. The notice of Default shall inform the recipient that they have twenty
9 (20) days from the date of mailing of the notice of Default to pay the fine or request a
10 hearing from the Hearing Officer. If the Default is not cured, the City may pursue all
11 remedies for collection of a debt and is entitled to an award of reasonable attorney's fees
12 incurred. An uncured notice of Default shall be entered into the records of the Department.
13 The Registered Owner is liable for a Default by a Nominee unless the Registered Owner
14 demonstrates by a preponderance of the evidence, at a timely requested hearing, that
15 another person was driving the vehicle at the time of the Violation. The defenses
16 enumerated in paragraphs (3) and (5) of subsection G of this section shall not be available
17 to a Registered Owner following Default by a Nominee.

18
19 F. *Hearing.* In the event of a demand for a hearing, the Hearing Officer shall
20 hold a hearing within ninety (90) days from the date the request for hearing is received
21 unless a continuance is granted pursuant to the consent of the parties. The Hearing Officer
22 is in charge of the proceedings and may exclude any person for inappropriate conduct. The
23 hearing shall be conducted following the rules of evidence and civil procedure for the
24 district courts. The Department has the burden to prove, by a preponderance of the
25 evidence, that the Violation occurred. The Respondent has the burden to prove any
26 defenses by a preponderance of the evidence. A photograph, videotape or other electronic
27 evidence of a Violation is authentic, is not hearsay and shall be admitted into evidence by
28 the Hearing Officer. The Respondent may challenge the weight or accuracy of the
29 evidence. The Hearing Officer shall render a decision in writing in ten (10) days and
30 provide the decision to the Department and the Finance Department. A determination by
31 the Hearing Officer shall not impose a total amount of penalties, fines, fees and costs in
32 excess of that provided in this chapter. If the Department prevails, the Respondent shall
33 pay the fine within ten (10) consecutive days from the date of the decision. Failure to pay a
34 fine as ordered by the Hearing Officer within ten (10) consecutive days from the date of the
35 decision is a Default and will apply against the vehicle without service of a notice of
36 Default. Following a hearing, the Respondent may appeal the decision of the Hearing
37 Officer to district court within thirty (30) days of the decision and may recover the costs of
38 filing the appeal if successful.

39
40 G. *Defenses.* At a timely requested hearing, the Respondent may present the
41 following defenses, in addition to any other defenses available under law, and has the
42 burden of proof concerning all such defenses:

43
44 (1) The vehicle was stolen or otherwise being driven without the
45 Registered Owner's knowledge or permission at the time of the alleged Violation. In order
46 to assert this defense, the Registered Owner shall provide a police report pertaining to the
47 theft.

48
49 (2) The ownership of the vehicle had lawfully been transferred and
50 conveyed from the Registered Owner to another person before the time of the alleged

1 Violation. To assert this defense, the Registered Owner shall identify the transferee and
2 provide proof of conveyance.

3
4 (3) The evidence does not show that a Violation was committed involving
5 the subject vehicle.

6
7 (4) The Registered Owner was not driving the vehicle at the time of the
8 Violation. To assert this defense, the Registered Owner shall identify the actual Driver and
9 comply with the Nomination provision above.

10
11
12 (5) The Registered Owner did not receive notice because the STOP Fine
13 Notice was not mailed to the address of record with the Department of Motor Vehicles.

14
15 H. *Fine.*

16
17 (1) The fine for any Violation shall be One Hundred Dollars
18 (\$100.00).

19
20 (2) The Hearing Officer may allow service to the City as an alternative to
21 payment of fines. A violator who elects the option of service to the City in lieu of payment of
22 a fine does so voluntarily and is entitled to none of the benefits conferred upon City
23 employees, including, without limitation, workers compensation or the payment of any
24 wages or benefits. The City is not responsible for damages incurred as a result of such
25 service except as otherwise provided by law. The person seeking relief hereunder shall
26 timely request the option of service to the City in lieu of payment of a fine by timely
27 requesting a hearing before a hearing and demonstrating that he or she is not in Default on
28 payment of any other fines levied by the City. If the Hearing Officer approves the person for
29 relief under this paragraph, the City Manager or his designee shall enter a settlement
30 agreement whereby the person is required to provide services to the City in lieu of payment
31 of the STOP Fine. No person who cannot pass the background check to qualify as a
32 volunteer may obtain relief under this paragraph. Any person who has been tentatively
33 approved for relief under this paragraph whose subsequent background check indicates
34 that the person is not suitable for the services assigned may be required to pay the STOP
35 Fine that would have been assessed absent the provisions of this paragraph. These
36 services may include, without limitation, cleaning up weeds and litter, volunteering at local
37 food banks, cleaning kennels at the Rio Rancho animal shelter, and assisting with the
38 maintenance of City property. Services shall be rendered in not less than full hour
39 increments and shall be credited against the fine at the rate of ten dollars (\$10.00) per
40 hour. Any person seeking relief under this paragraph may be required to pay the cost of
41 the required background check in addition to, and not as part of, the STOP Fine, either in
42 cash or, if approved, by provision of services under this paragraph

43
44 71.06 Administration.

45
46 A. The City shall install advance signal warnings as required by Section 66-7-
47 103.1 NMSA 1978 (2009).

48

1 B. The Department shall be responsible for administration of this chapter.
2 Reasonable rules and regulations may be promulgated by the City Manager or his
3 designee to carry out the intent and purpose of this chapter.

4
5 C. The City Manager may establish a STOP ombudsman to address and resolve
6 citizen grievances with STOP procedures and technical issues regarding automated
7 enforcement technology.

8
9 D. The revenue generated through STOP shall be retained and distributed in
10 accordance with the provisions of NMSA 1978 § 3-18-17(A)(3) (2009).

11
12 E. The City shall annually cause an audit of the STOP program in accordance
13 with NMSA 1978 § 3-18-17(A)(3)(c), and remit any amounts required under NMSA 1978 §
14 3-18-17(A)(3)(e) in the time and manner required thereunder.

15
16 F. The Police Department shall report back to the Governing Body one (1) year
17 after the Effective Date of this ordinance regarding the implementation and enforcement of
18 this ordinance, and to present any recommended amendments to this ordinance.

19
20 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of
21 this Ordinance, or any section, paragraph, clause, or provision of any regulation
22 promulgated hereunder shall for any reason be held to be invalid, unlawful, or
23 unenforceable, the invalidity, illegality, or unenforceability of such section, paragraph,
24 clause, or provision shall not affect the validity of the remaining portions of this
25 Ordinance or the regulation so challenged.

26
27 **Section 3. Compiling Clause.** This Ordinance shall be incorporated in and
28 compiled as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

29
30 **Section 4. Effective Date.** This Ordinance shall become effective ten days after
31 adoption.

32
33 ADOPTED THIS 9TH DAY OF JUNE, 2010.

34
35
36 
37 _____
38 Thomas E. Swisstack, Mayor

39
40 _____
41 Date 6/11/10

42 ATTEST:

43
44 
45 _____
46 Roman Montoya, City Clerk
(SEAL)



**CITY OF RIO RANCHO
AGENDA BRIEFING MEMORANDUM**

REFERENCE: 0-22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

AGENDA DATE:
May 26, 2010

DEPARTMENTS:
Administration and Police Department

SUBJECT:
AN ORDINANCE ENACTING NEW CHAPTER 71, SAFE TRAFFIC
OPERATIONS PROGRAM, REGARDING AUTOMATED ENFORCEMENT OF
RED LIGHT AND SPEEDING VIOLATIONS

SYNOPSIS:
The proposed ordinance would enact an automated traffic enforcement program (commonly referred to as "red light cameras") similar to those in place in Albuquerque, Santa Fe, and Las Cruces.

BACKGROUND AND ANALYSIS:
Expansion of highways and increased traffic in the City have increased the incidence and risk of traffic crashes. Experience in the City and elsewhere has shown that police patrol and enforcement of traffic laws may not, in themselves, be sufficient to change driver behavior sufficiently to reduce the number of traffic crashes.

STOP programs have been shown to significantly reduce speeding and red light violations in those places where it has been used, along with the number of crashes, injuries and deaths occurring at those intersections. Peer-reviewed scientific studies have shown automated photographic enforcement of speed and red light violations to reduce traffic crashes, injuries and deaths. As a result, these programs have been endorsed by the National Safety Council, the Federal Highway Administration, and the Insurance Institute for Highway Safety.

The proposed ordinance is based on those adopted by Albuquerque, Santa Fe, and Las Cruces. The ordinance finds speeding and red light violations to be a public nuisance, and institutes a program of civil fines to abate the nuisance. Violations under the ordinance are civil in nature, meaning they do not have any effect on the driver's insurance rates and do not carry any "points" against one's license.

The amount of the fines, and the administration of revenues earned are governed by statute (a copy of which is attached as Attachment

1 II). Under NMSA 1978 § 3-18-17(A), the maximum fine may not
2 exceed \$100, and the net revenues (after payment of all expenses of
3 the program, including the cost of the cameras and administrative
4 expenses including the payment of the hearing officer and other
5 personnel) must be split 50/50 with the state. The proposed
6 ordinance sets the fine at \$100, as permitted by the statute.
7

8 The fine notice is initially directed to the owner of the vehicle. If the
9 owner was not driving the vehicle at the time, the owner may
10 "nominate" the actual driver, who then becomes liable for payment of
11 the fine. Drivers may request a hearing, but the available defenses
12 are limited (*e.g.*, the vehicle had been stolen, the evidence is
13 incorrect, the notice was sent to the wrong address), and the driver
14 must prove the defense by a preponderance of the evidence, the usual
15 civil burden of proof (*i.e.*, that it is more likely true than not).
16

17 Under the ordinance, the hearing officer must be a licensed New
18 Mexico attorney appointed by the presiding judge of the Thirteenth
19 Judicial District Court. The proposed ordinance allows for the hearing
20 officer to be either a City employee or not. Like the other costs of
21 administering the program, the cost of the hearing officer is paid out of
22 the gross revenues from the program, and deducted before net
23 revenues are split with the state.
24

25 The New Mexico Department of Transportation has recently issued
26 regulations restricting the use of automated enforcement cameras. So
27 far DOT has not allowed cameras on state highways and other roads
28 within DOT's jurisdiction. As a result, these cameras cannot be
29 installed on Routes 528 or 550, at least without DOT consent.
30

31 The state has also required the installation of warning devices at
32 intersections where automated enforcement is being used. The City of
33 Albuquerque has installed "rumble strips" at each such intersection, to
34 advise drivers that cameras are in use. Although the cost of installing
35 such warning devices may be deducted from the revenues generated
36 by the program, they would require some up-front expenditures by the
37 City.
38

39 Automated enforcement has been shown to reduce the number of
40 crashes, injuries, and deaths in cities across the nation, while freeing
41 up police officers to deal with other traffic and criminal matters.
42

43 IMPACT:

1 Depending on the number of cameras installed and their location,
2 enactment of the proposed ordinance is expected to generate about
3 \$500,000 to \$700,000.
4

5 ALTERNATIVES:

6 Do not approve the ordinance and rely on routine police traffic
7 enforcement for road safety.
8

9 DEPARTMENT RECOMMENDATION:

10 The City Manager and the Police Department recommend approval of
11 the proposed ordinance.
12

13 REVIEWED BY:

14  City Attorney

15 _____ Fiscal Services
16

17 OTHER DEPARTMENTS/DIVISIONS RECOMMENDATIONS:
18
19

20
21 PREPARED BY: Kenneth J. Tager, Assistant City Attorney

DATE: 5/12/10

22
23 DEPARTMENT DIRECTOR: H CHIEF BOONE

DATE: 5/13/10

24
25 CITY MANAGER: JJ

DATE: _____
26

27
28 ATTACHMENT I: AN ORDINANCE ENACTING NEW CHAPTER 71, SAFE
29 TRAFFIC OPERATIONS PROGRAM, REGARDING
30 AUTOMATED ENFORCEMENT OF RED LIGHT AND
31 SPEEDING VIOLATIONS
32

33 ATTACHMENT II: SECTION 13-18-17, NMSA 1978

34
35 ATTACHMENT III: NEW MEXICO TRANSPORTATION COMMISSION
36 REGULATION REGARDING INSTALLATION OF AUTOMATED
37 TRAFFIC ENFORCEMENT CAMERAS

NMSA 1978 § 3-18-17CHAPTER 3. MUNICIPALITIES
ARTICLE 18. POWERS OF MUNICIPALITIES**§ 3-18-17. Nuisances and offenses; regulation or prohibition**

A municipality, including a home rule municipality that has adopted a charter pursuant to Article 10, Section 6 of the constitution of New Mexico, may by ordinance:

A. define a nuisance, abate a nuisance and impose penalties upon a person who creates or allows a nuisance to exist; provided that:

(1) the total amount of assessed penalties, fines, fees and costs imposed by an ordinance for failure to obey a traffic sign or signal, including a red light offense or violation, or for a speeding offense or violation shall not exceed one hundred dollars (\$ 100), provided that the total for unlawful parking in a space or for blocking an access intended for persons with significant mobility limitation shall not be less than or exceed the fines provided in Section 66-7-352.5 NMSA 1978;

(2) in a municipality with a population of two hundred thousand or greater as of the last federal decennial census, the penalties, fines, fees, costs and procedure imposed for failure to obey a traffic sign or signal, including a red light offense or violation, or for a speeding offense or violation shall be subject to the following:

(a) each month, or other period set by contract, the municipality shall retain from the gross total amount of penalties, fines, fees and costs assessed and collected that month or period an amount subject to audit that is equal to the sum of the setup, maintenance, support and processing services fees charged for that month or period pursuant to contractual terms by a vendor providing systems and services that assist the municipality in imposing penalties or fines and costs or fees as provided in Paragraph (1) of this subsection;

(b) less the retention authorized in Subparagraph (a) of this paragraph: 1) one-half of the net total amount assessed in penalties, fines, fees and costs by the municipality shall be remitted to the state treasurer and distributed to the administrative office of the courts, of which ten percent shall be credited to DWI drug court programs and ninety percent shall be transferred to the New Mexico finance authority for deposit into the metropolitan court bond guarantee fund; and 2) one-half shall be retained by the municipality for municipal traffic safety programs and to offset the municipality's reasonable costs directly related to administering a program imposing penalties or fines and costs or fees as provided in Paragraph (1) of this subsection;

(c) in fiscal year 2009, and annually thereafter, the municipality shall cause an audit of the program and contract described in Subparagraph (a) of this paragraph to be conducted by the state auditor or an independent auditor selected by the state auditor;

(d) if in the audit conducted pursuant to Subparagraph (c) of this paragraph it is determined that any amount retained by the municipality pursuant to this paragraph is in excess of the amount the municipality is authorized to retain, the municipality shall remit, when the audit is finalized, the amount in excess to the state treasurer to be distributed and transferred as provided in Item 1) of Subparagraph (b) of this paragraph; and

(e) a hearing provided for a contested nuisance ordinance offense or violation shall be held by a hearing officer appointed by the presiding judge of the civil division of the district court with jurisdiction over the municipality, and the hearing itself shall be conducted following the rules of evidence and civil procedure for the district courts. The burden of proof for violations and defenses is a preponderance of the evidence. A determination by the hearing officer shall not impose a total amount of penalties, fines, fees and costs in excess of that provided in the nuisance ordinance; and

(3) in a municipality other than a municipality with a population of two hundred thousand or greater as of the last federal decennial census, the penalties, fines, fees, costs and procedure imposed for failure to obey a traffic sign or signal, including a red light offense or violation, or for a speeding offense or violation shall be subject to the following:

NMSA 1978 § 3-18-17

(a) each month, or other period set by contract, the municipality shall retain from the gross total amount of penalties, fines, fees and costs assessed and collected that month or period an amount subject to audit that is equal to the sum of the setup, maintenance, support and processing services fees charged for that month or period pursuant to contractual terms by a vendor providing systems and services that assist the municipality in imposing penalties or fines and costs or fees as provided in Paragraph (1) of this subsection;

(b) less the retention authorized in Subparagraph (a) of this paragraph: 1) one-half of the net total amount assessed in penalties, fines, fees and costs by the municipality shall be remitted to the state treasurer, of which sixty-five percent shall be credited to the court automation fund, twenty percent to the traffic safety education and enforcement fund and fifteen percent to the judicial education fund; and 2) one-half of the net total amount assessed in penalties, fines, fees and costs shall be retained by the municipality for municipal traffic safety programs and to offset the municipality's reasonable costs directly related to administering a program imposing penalties or fines and costs or fees as provided in Paragraph (1) of this subsection;

(c) in fiscal year 2009, and annually thereafter, the municipality shall cause an audit of the program and contract described in Subparagraph (a) of this paragraph and the money collected and distributed pursuant to this paragraph to be conducted by the state auditor or an independent auditor selected by the state auditor;

(d) if in the audit conducted pursuant to Subparagraph (c) of this paragraph it is determined that any amount retained by the municipality pursuant to this paragraph is in excess of the amount the municipality is authorized to retain, the municipality shall remit, when the audit is finalized, the amount in excess to the state treasurer to be distributed and transferred as provided in Item 1) of Subparagraph (b) of this paragraph; and

(e) a hearing provided for a contested nuisance ordinance offense or violation shall be held by a hearing officer appointed by the presiding judge of the civil division of the district court with jurisdiction over the municipality, and the hearing itself shall be conducted following the rules of evidence and civil procedure for the district courts. The burden of proof for offenses or violations and defenses is a preponderance of the evidence. A determination by the hearing officer shall not impose a total amount of penalties, fines, fees and costs in excess of that provided in the nuisance ordinance;

B. regulate or prohibit any amusement or practice that tends to annoy persons on a street or public ground; and

C. prohibit and suppress:

(1) gambling and the use of fraudulent devices or practices for the purpose of obtaining money or property;

(2) the sale, possession or exhibition of obscene or immoral publications, prints, pictures or illustrations;

(3) public intoxication;

(4) disorderly conduct; and

(5) riots, noises, disturbances or disorderly assemblies in any public or private place.

HISTORY: 1953 Comp., § 14-17-14, enacted by Laws 1965, ch. 300; 2008, ch. 91, § 1; 2009, ch. 121, § 1.

NEW MEXICO STATE TRANSPORTATION COMMISSION



**CP 70
03/18/10**

Red Light and Speed Enforcement Cameras

Reference: Sections 3-18-17, 66-7-9, 66-7-102, 66-7-108, 67-3-12, 67-3-14, NMSA 1978 and *State ex rel. State Highway Commission v. Ford*, 74 N.M. 18, 389 P.2d 865 (1964).

- A. It is the policy of the New Mexico State Transportation Commission that the Department shall have the authority to restrict or completely prohibit the use of red light and speed enforcement cameras, including mobile enforcement vehicles, in the rights-of-way of the Transportation System under the jurisdiction of the New Mexico State Transportation Commission.
 - B. The Secretary of Transportation shall formulate directives and procedures for the implementation and administration of this Policy.
-