



**CITY OF PHOENIX  
FINANCE DEPARTMENT**

**Procurement Division  
251 W. Washington Street  
8<sup>th</sup> Floor  
Phoenix, AZ 85003**

**REQUEST FOR PROPOSAL  
RFP 19-111 Photo Red Light and Photo Speed Enforcement –  
Requirements Contract**

**Procurement Officer  
Margie Vasquez**

**251 W. Washington Street  
Phoenix, AZ 85003  
Phone: (602) 495-0699  
Margie.Vasquez@phoenix.gov**

**Date posted on website (issue Date): September 20, 2019**



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## SECTION I - INSTRUCTIONS

Please read before continuing to the offer document.

### SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Included required Solicitation Bond.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.

Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



## SECTION I - INSTRUCTIONS

### SECTION I – INSTRUCTIONS

#### 1. DESCRIPTION

The City of Phoenix invites sealed offers for the purchase and installation of Photo Red Light and Speed Enforcement services for the Phoenix Police Department for a five-year period commencing on the later of (a) on or about January 1, 2020, in accordance with the specifications and provisions contained herein; or (b) the “Effective Date” which is upon award by City Council; all conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions exercised as set forth above; or
- termination pursuant to the provisions of this Agreement.

#### 2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City’s eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City’s eProcurement system.

#### 3. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE
Issue Date	September 20, 2019
Pre-Offer Conference	October 3, 2019 – 10:00 am
Pre-Offer Conference Location	251 W. Washington Street -Conf. Room 827 Phoenix, Arizona 85003
Written Inquiries Due Date	October 9, 2019
<b>Offer Due Date</b>	<b>OCTOBER 18, 2019 – 2:00 pm</b>
Offer Submittal Location	251 W. Washington Street Procurement Division – 8 <sup>th</sup> Floor Phoenix, Arizona 85003

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.



## SECTION I - INSTRUCTIONS

**4. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance - Procurement Division, 251 W. Washington Street, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

### **5. PREPARATION OF OFFER:**

**5.1.** All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

**5.2.** It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

**5.3.** All time periods stated as a number of days will be calendar days.

**5.4.** It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

**5.4.1.** Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

**5.4.2.** Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

**5.4.3.** Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

**5.4.4.** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise



## SECTION I - INSTRUCTIONS

manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

- 5.4.5.** Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 5.4.6.** Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 5.4.7.** Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

### 6. EXCEPTIONS

- 6.1.** Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.
  - 6.1.1.** If an Offeror has exceptions based on the scope then Offeror must include a list of exceptions to the requirements of the solicitation and attachment documents, if any, stated on a separate page labeled "Exceptions Statement." Offeror must identify the reason for the requested change, provide alternate language and provide an explanation.
  - 6.1.2.** It is the intent of the City to award a contract on a fair, competitive basis. For this reason, the City may view any "Exception" in response to any material conditions or requirement of the solicitation, as an attempt by the Offeror to vary the terms of the solicitation which, in fact, may result in giving the Offeror an unfair advantage. For this reason, the City will, at its option, not allow



## SECTION I - INSTRUCTIONS

exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the City. Additionally, the City may, at its option, deem any submittal non-responsive based on exceptions by the Offeror.

### 7. INQUIRIES

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after City Council award. All questions concerning or issues related to this solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

### 8. ADDENDA

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

### 9. BUSINESS IN ARIZONA

The City will not enter into contracts with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.

### 10. LICENSES

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.



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### 11. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

### 12. SUBMISSION OF OFFER

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

### 13. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.





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### 14. OFFER RESULTS

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events at which time the name of each Offeror will be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

### 15. PRE-AWARD QUALIFICATIONS

- 15.1. Offeror must have a minimum of five years experience providing complete photo red light and speed enforcement services, the same as or similar to those services described in this solicitation. Within this period of time, Offerors shall have provided photo red light and speed enforcement services in accordance with the contracts of their respective government customers. (This information must be provided in the Submittal section, Years in Business and Customer Reference Listing of this solicitation.)
- 15.2. Upon notification of an award the Offeror will have ten (10) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.
- 15.3. Offeror shall include documentation of prior experience which demonstrates that the proposed Photo Enforcement System has been in operation for a minimum of five (5) years. The documentation shall include detailed information of the agency and locations for which the system was purchased. Information should include: System sold, Agency name, address, point of contact (name, phone number and email), number of years the system has been in place, and a brief overview of the system's functions.



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- 15.4.** After the City receives and approves the certificate of insurance the Offeror will receive notice to submit a complete work schedule covering all the locations for which they received low solicitation notification. The Offeror will have fifteen (15) calendar days to complete and submit the work schedule for each location. Offeror is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work. If any of the above requirements are not met, the Offeror's submittal will be deemed non-responsive and the next lowest responsible Offeror will receive low solicitation notification initiating the pre-award qualification process.

### **16. AWARD OF CONTRACT**

- 16.1.** Unless otherwise indicated, award(s) will be made to the highest scored responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.
- 16.2.** Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) cancel and/or reissue the solicitation.
- 16.3.** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

### **17. SOLICITATION TRANSPARENCY POLICY**

- 17.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.



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- 17.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the procurement officer.
- 17.3.** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 17.4.** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 17.5.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 17.6.** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.



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### 18. PROTEST PROCESS

- 18.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 18.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 18.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 18.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation within the City's full and final discretion.
- 18.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

  - Identification of the solicitation number;
  - The name, address and telephone number of the protester;
  - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - The form of relief requested; and
  - The signature of the protester or its authorized representative.
- 18.6.** The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.



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### 19. PUBLIC RECORD

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

### 20. LATE OFFERS

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

### 21. RIGHT TO DISQUALIFY

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.



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### 22. SITE INSPECTION

A one-time walk-through site inspection tour will be conducted if indicated in the Schedule of Events. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and offer prices. If a site inspection is not scheduled, offerors should familiarize themselves with any conditions that may affect performance and submittal prices. Submission of an offer will be prima facie evidence that the Offeror is aware of all conditions affecting performance and submittal prices. Please contact the procurement officer listed on the front page to request a site inspection.

### 23. SOLICITATION BOND

Offerors are required to furnish a "solicitation guarantee" in the amount of 5% of the total solicitation price. Such solicitation guarantee must accompany the submittal and be furnished in the form of Solicitation Bond, Postal Money Order, Certified Check, or Cashier's Check. Solicitation guarantees will be returned to unsuccessful Offerors as soon as practicable after the opening of solicitations and to the successful Offeror upon execution of such further contractual documents and conditions (including insurance) as required by the solicitation are accepted. If the successful Offeror, upon acceptance of solicitation by the City within the period specified thereon for acceptance, fails to execute such further contractual documents and bonds as required within the time specified (ten days if no period is specified) the contract may be terminated for default. In such event, Offeror will be liable for any cost of procuring the work that exceeds the amount of solicitation, and the solicitation guarantee will be available toward offsetting such difference.

### 24. PERFORMANCE BOND

A performance surety in the amount of 5% of the total contract amount shall be provided by the Contractor immediately after notice of award.

The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Officer. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of



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Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

### **25. CONTRACT AWARD**

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

### **26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY**

- 26.1.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 26.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 26.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 26.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 26.5.** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any



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information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

- 26.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

### **27. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE**

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

### **28. OFFERS NOT WITHIN THE COMPETITIVE RANGE**

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

### **29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE**

**29.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

**29.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be





## SECTION I - INSTRUCTIONS

tabulated and delivered to the evaluation team for the final review and solution selection session(s).

- 29.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 29.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

### **30. BEST AND FINAL OFFERS (BAFO)**

- 30.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 30.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 30.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 30.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



## SECTION II – STANDARD TERMS AND CONDITIONS

### SECTION II – STANDARD TERMS AND CONDITIONS

#### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

**Will, Must** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

**Should** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.

**May** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Offeror, and responsible for monitoring and overseeing the Offeror's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Offeror.

"Days" Means calendar days unless otherwise specified.

"Deputy Finance Director" or "Department Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this



## SECTION II – STANDARD TERMS AND CONDITIONS

state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

- “Offer” Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
- “Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
- “Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), and request for sealed Offers or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.
- “Suppliers” Firms, entities or individuals furnishing goods or services to the City.
- “Vendor” or “Seller” A seller of goods or services.

### 2. CONTRACT INTERPRETATION

- 2.1. APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
- A. Special terms and conditions
  - B. Standard terms and conditions
  - C. Amendments
  - D. Statement or scope of work



## SECTION II – STANDARD TERMS AND CONDITIONS

- E. Specifications
- F. Attachments
- G. Submittals
- H. Exhibits
- I. Instructions to Offerors
- J. Other documents referenced or included in the Invitation for Offer

- 2.3. ORGANIZATION: EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.



## SECTION II – STANDARD TERMS AND CONDITIONS

### 3. CONTRACT ADMINISTRATION AND OPERATION

#### 3.1. RECORDS

All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for three years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

#### 3.2. CONFIDENTIALITY AND DATA SECURITY

- 3.2.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.
- 3.2.2. Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.
- 3.2.3. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.
- 3.2.4. A violation of this Section may result in immediate termination of this Agreement without notice.
- 3.2.5. The obligations of Contractor under this section will survive the termination of this Agreement.
- 3.2.6. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
- 3.2.7. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.



## SECTION II – STANDARD TERMS AND CONDITIONS

- 3.2.8. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 3.2.9. Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifying injunctive relief in court. A violation of this section may result in immediate termination of this Contract without notice.
- 3.2.10. The obligations of Contractor under this section shall survive the termination of this Contract.

### **3.3. DISCRIMINATION PROHIBITED**

Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

- 3.3.1. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job- Contractor agreements or subleases of this agreement entered into by supplier/lessee.



## SECTION II – STANDARD TERMS AND CONDITIONS

### 3.4. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

**3.4.1. For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

**3.4.2. For a Contractor with more than 35 employees:** Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and will adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be



## SECTION II – STANDARD TERMS AND CONDITIONS

incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job- Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- 3.4.3. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 3.4.4. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

### 3.5. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- 3.5.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- 3.5.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 3.5.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.





## SECTION II – STANDARD TERMS AND CONDITIONS

### 3.6. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

- 3.6.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
- 3.6.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

### 3.7. COMPLIANCE WITH LAWS

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts.

### 3.8. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will



## SECTION II – STANDARD TERMS AND CONDITIONS

offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

### **3.9. NO ISRAEL BOYCOTT**

By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

### **3.10. CONTINUATION DURING DISPUTES**

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

### **3.11. EMERGENCY PURCHASES**

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

## **4. COSTS AND PAYMENTS:**

### **4.1. GENERAL**

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

### **4.2. PAYMENT DEDUCTION OFFSET PROVISION**

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.



## SECTION II – STANDARD TERMS AND CONDITIONS

### 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR

The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

### 4.4. DISCOUNTS

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

### 4.5. NO ADVANCE PAYMENTS

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

### 4.6. FUND APPROPRIATION CONTINGENCY

The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

### 4.7. MAXIMUM PRICES

The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.



## SECTION II – STANDARD TERMS AND CONDITIONS

### 5. CONTRACT CHANGES

#### 5.1. CONTRACT AMENDMENTS

Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in writing and contract changes will be by written amendment signed by both parties.

#### 5.2. ASSIGNMENT – DELEGATION

No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

#### 5.3. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

### 6. RISK OF LOSS AND LIABILITY

#### 6.1. TITLE AND RISK OF LOSS

The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

#### 6.2. ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the



## SECTION II – STANDARD TERMS AND CONDITIONS

Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

The Contractor will request a final inspection with the project manager. Final project approval is contingent upon the City's project manager's final inspection and written approval.

### **6.3. FORCE MAJEURE**

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

### **6.4. LOSS OF MATERIALS**

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

### **6.5. CONTRACT PERFORMANCE**

Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions



## SECTION II – STANDARD TERMS AND CONDITIONS

which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

### **6.6. DAMAGE TO CITY PROPERTY**

Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

## **7. CITY'S CONTRACTUAL RIGHTS**

### **7.1. RIGHT OF ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

### **7.2. NON-EXCLUSIVE REMEDIES**

The rights and remedies of the City under this Contract are non-exclusive.

### **7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH**

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of



## SECTION II – STANDARD TERMS AND CONDITIONS

any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

### **7.4. ON TIME DELIVERY**

Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

### **7.5. DEFAULT**

In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

### **7.6. COVENANT AGAINST CONTINGENT FEES**

Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

### **7.7. COST JUSTIFICATION**

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

### **7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS**

All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all



## SECTION II – STANDARD TERMS AND CONDITIONS

rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

### 8. CONTRACT TERMINATION

#### 8.1. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

#### 8.2. CONDITIONS AND CAUSES FOR TERMINATION

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;





## SECTION II – STANDARD TERMS AND CONDITIONS

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or fails to give the City a positive indication that Contractor will or can perform to the requirements of the contract.

### 8.3. CONTRACT CANCELLATION

All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

## 9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

## 10. TAX INDEMNIFICATION

Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor will, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other



## SECTION II – STANDARD TERMS AND CONDITIONS

costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

### **11. TAX RESPONSIBILITY QUALIFICATION**

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.



## SECTION III – SPECIAL TERMS AND CONDITIONS

### SECTION III – SPECIAL TERMS AND CONDITIONS

#### 1. PRICE

All prices submitted will be firm and fixed for the initial year of the contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of requested adjustment. Requests will be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase that were received prior to the City's written acceptance of the increase. Price increases are not valid unless specifically approved in writing by the Deputy Finance Director or Department Director.

#### 2. METHOD OF ORDERING (PURCHASE ORDERS)

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

#### 3. METHOD OF INVOICING

Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:

- City purchase order number or shopping cart number,
- Items listed individually by the written description and part number.
- Unit price, extended and totaled.
- Quantity ordered, back ordered, and shipped.
- Invoice number and date.
- Requesting department name and "ship-to" address.
- Payment terms.
- FOB terms.
- Remit to address

#### 4. METHOD OF PAYMENT

Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the agreement number or Offer number under which the contract is awarded.



## SECTION III – SPECIAL TERMS AND CONDITIONS

### 5. PARTIAL PAYMENTS

Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.

### 6. COOPERATIVE AGREEMENT

The City reserves the right to use this contract Citywide other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement

### 7. VENDOR PROFILE CHANGES

It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor’s legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

### 8. CONTRACTOR ASSIGNMENTS

The Contractor hereby agrees that any of its employees who may be assigned to City sites to satisfy obligations under this contract will be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and will perform no work at other City of Phoenix facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.



## SECTION III – SPECIAL TERMS AND CONDITIONS

### 9. POST AWARD CONFERENCE

A post award conference will be held by the Department prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

### 10. PERFORMANCE INTERFERENCE

Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: Lieutenant Seth Jahnke

Phone Number: (602) 495-6701

### 11. SUSPENSIONS OF WORK

The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

### 12. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

### 13. KEY PERSONNEL

Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the Department Contact Person. With the concurrence of the Department Contact Person, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Department Contact Person.



## SECTION III – SPECIAL TERMS AND CONDITIONS

### 14. SUBCONTRACTORS

Contractor may utilize Subcontractors in the performance of services under the Contract. Any subcontract entered into with respect to performance under the Contract shall in no way relieve the Contractor of any responsibility for performance of all requirements under the Contract. Contractor shall certify that all subcontracts used to support the services provided under this Contract, incorporate by reference the terms and conditions of this Contract. Contractor shall not change or add any Subcontractors, for the performance of services under this Contract, without the advance written approval of the Deputy Finance Director. When requesting the City's approval, the Contractor shall list all outgoing Subcontractors, all new Subcontractors, their contact information, their proposed responsibilities under the Contract as well as their qualifications to perform the intended work. With the request, Contractor shall certify that all new subcontracts incorporate by reference the terms and conditions of this Contract.

### 15. EQUIPMENT / SAFETY

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

### 16. RIGHT-OF-WAY MANAGEMENT PROGRAM

Pursuant to Phoenix City Code, Article XV and revised on September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program as outlined below and on City of Phoenix website:

<https://www.phoenix.gov/streets/traffic-management/right-of-way-mgmt-program-information> .

#### Plan Components

A. Certification: Agencies wanting to set and/or remove temporary traffic control devices must go through an annual training program. Call (602)534-5369 to register for training.

B. Impound Authority: City has authority to remove and store traffic control devices in emergency situations or as a last resort if the owner will not pick them up.



### SECTION III – SPECIAL TERMS AND CONDITIONS

#### C. Civil Sanctions for temporary traffic control violations:

<b>Civil Sanction</b>	<b>Violation Description</b>
\$1,500	Presents imminent risk of injury or death to the public within right-of-way(ROW)
\$1,000	Restricting right-of-way(ROW) without proper certification or Temporary Use Permit
\$1,000	Restricting traffic during peak traffic hours without authorization
\$1,000	Failing to correct violation
\$1,000	Unnecessarily restricting traffic at signalized intersections without active work occurring.
\$ 500	Closing sidewalk improperly OR without proper Temporary Use Permit
\$ 500	Violating the restriction limits, times and locations, of the right-of-way (ROW) Temporary Use Permit
\$ 500	Missing/improper use of advance warning signs
\$ 500	Missing/improper use of barricades
\$ 250	Leaving advanced warning signs facing traffic AFTER restriction has been removed
\$ 250	Leaving traffic control devices in the right-of-way(ROW) twenty-four (24) hours AFTER permit expires
\$ 250	Use of "Unacceptable" traffic control material
\$ 250	Rendering a bus stop inaccessible

D. Parking Meter Fees - to take out of service: If request is approved, a \$35 charge will be assessed for hooding meter(s) on a given City block, and the requestor will be assessed a use fee of \$10 per meter, per day.

#### 17. CLEANING

The Contractor will keep the premises clean of all rubbish and debris generated by the work involved and will leave the premises neat and clean. All surplus material, rubbish, and debris will be disposed of by the Contractor at their expense. The work area will be cleaned at the end of each work day. All materials, tools, equipment, etc., will be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public will be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the City's Department Contract will be consulted.



## SECTION III – SPECIAL TERMS AND CONDITIONS

### 18. HOURS OF WORK

All work under this contract will be coordinated with the Department contact. Any changes to the established schedule must have prior written approval by the City's Department Contact.

### 19. FINAL INSPECTION AND APPROVAL

The Contractor will request the City's project manager to conduct a site inspection after the project is complete. City's project manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor will request a final inspection with the project manager. Final project approval is contingent upon the City's project manager's final inspection and written approval.

### 20. INDUSTRY STANDARDS

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s): and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variation(s) if in the opinion of the Phoenix Police Department the basic unit meets the general intent of these specifications.

If the specifications stated herein for component items do not comply with legal requirements, the offeror(s) shall so notify the City prior to the Offer opening date.

### 21. TYPES OF WORK SUPERVISION

The Contractor will provide on-site supervision and appropriate training to assure **competent** performance of the work and the Contractor or authorized agent will make sufficient daily routine inspections to insure the work is performed as required by this contract. Contractor's job manager, supervisor and at least one





## SECTION III – SPECIAL TERMS AND CONDITIONS

employee on-site must be able to read chemical labels, job instructions and signs, as well as converse in English with management personnel.

### 22. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT

#### 22.1. Contractor and Subcontractor Workers Background Screening:

22.1.1. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise addressed in the Scope of Work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

22.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

#### 22.2. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges. The current risk level and background screening required is **STANDARD RISK LEVEL**.

#### 22.3. Standard Risk Level

A standard risk background screening will be performed when the Contract Worker's work assignment will:

22.3.1. require a badge or key for access to City facilities; or

22.3.2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or

22.3.3. allow unescorted access to City facilities during normal and non-business hours.

#### 22.4. Requirements

The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived



## SECTION III – SPECIAL TERMS AND CONDITIONS

at any time in the preceding seven years from the Contract Worker's proposed date of hire.

### **22.5. Contractor Certification; City Approval of Background Screening**

22.5.1. Unless otherwise provided for in the Scope Contractor will be responsible for:

22.5.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,

22.5.1.2. for reviewing the results of the background check every five years; and,

22.5.1.3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

22.5.1.4. Submitting the list of qualified Contract Workers to the contracting department.

22.5.1.5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

22.5.1.6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

### **22.6. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**

Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

### **22.7. Materiality of Background Screening Requirements; Indemnity**

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set



## SECTION III – SPECIAL TERMS AND CONDITIONS

forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

### **22.8. Continuing Duty; Audit**

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

### **23. SECURITY INQUIRIES**

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

### **24. LIQUIDATED DAMAGES**

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine.

Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$100.00. when the following situation(s) applies:



## SECTION III – SPECIAL TERMS AND CONDITIONS

- A. Any digital camera system that is not repaired (made operational) within 72 hours of notification by the City shall result in liquidated damages of \$100 per camera, per day, payable to the City of Phoenix by the Contractor. This does not include damages caused by third parties, such as auto collisions or criminal damages.
- B. If the Contractor disregards any of the following eight elements the City will deduct \$100 in Contractor fees as liquidated damages for each verified instance of non-compliance.
- The Contractor files a complaint that has not been approved by the Phoenix Police Department.
  - The Contractor fails to issue (mail) a citation after receiving authorization from the Phoenix Police Department in a timely manner (72 hours)
  - The Contractor fails to file a PDF version of an authorized complaint in a timely manner (72 hours)
  - The Contractor files a PDF version with the Court which does not match the document issued to the defendant.
  - The Contractor issues a complaint on the wrong complaint template.
  - The Contractor issues a complaint for a violation before requesting dismissal of a previously filed complaint issued for the same violation.
  - The Contractor issues a complaint without authorization from the Court or without the Court's case number.
  - The Contractor provides incorrect fine amount information or incorrect information about a "must appear" violation.

The Procurement Division may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. Deputy Finance Director will be the sole judge in determining the liquidated damages.

### **25. TRANSITION OF CONTRACT**

At least thirty days (30) prior to the expiration or termination of this contract vendor must provide all services necessary to ensure an orderly and efficient transition of the services, in whole or in part, to another provider and the City, including a transition plan, if required by the scope. Vendor will, without limitation, provide important information to the successor vendor and the City to ensure continuity of service at the required level of proficiency. Vendor agrees to provide to the city all files in ASCII format (or other city-designated format), supplies, data,



### **SECTION III – SPECIAL TERMS AND CONDITIONS**

records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of vendor. The provisions of this section will survive the expiration or termination of this contract. Within the City's sole discretion, the vendor agrees to a month-to-month extension at the same price(s) for continued services or goods deemed as essential by the City.

Following the expiration of the contract, the Contractor shall coordinate a schedule with the City designee for the removal of all Contractor owned equipment. The Contractor shall be responsible to return intersections, sidewalks, etc to their original location.



## SECTION IV – TECHNOLOGY SPECIAL TERMS AND CONDITIONS

### 1. INTELLECTUAL PROPERTY RIGHTS

Consultant grants to City a nonexclusive, non-transferable (except to a wholly-owned subsidiary of the City), and royalty-free right and license to install, use, and maintain the software, application(s), or similar technology to be provided to the City pursuant to this agreement (collectively, the “Deliverables”) for the City’s internal or business purposes. The City shall further have the right to reproduce the Deliverables to the extent reasonably necessary for such purposes. The City shall not, without the Consultant’s prior written consent, transfer or sub-license its foregoing license rights (except to a wholly-owned subsidiary of the City) or reverse engineer, decompile, or otherwise attempt to derive source code from the Deliverables.

### 2. STRICT PERFORMANCE

Either party’s failure to insist on strict performance of any term or condition of the Contract will not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it; except where enforcement of this provision would be in conflict with the scope or proposal.

### 3. AUTHORIZED CHANGES

The City reserves the right at any time to make changes in any one or more of the following, as long as there is not a conflict with the Scope or Proposal: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within 30 days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Department Director prior to the institution of the change.

### 4. LICENSES AND PERMITS

Contractor shall keep current all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

### 5. ADVERTISING

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third



## SECTION IV – TECHNOLOGY SPECIAL TERMS AND CONDITIONS

party any information or documents concerning this Agreement, the Technology Assets, or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

### 6. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.

### 7. WARRANTIES

Contractor warrants the hardware, software, application(s), or other technology assets provided to the City pursuant to this contract (collectively, the “Technology Assets”), for a period of one year starting with the date of final acceptance (the “Warranty Period”), to be substantially free of any condition which would make the Technology Assets fail to perform in material accordance with the requirements set forth in this Agreement, including any statement-of-work or scope-of-work document (each such condition to be considered an “Error”). Contractor specifically warrants that all software Technology Assets shall be free of any condition which could make them fail to perform in material accordance with this agreement (each such condition to also be considered an “Error”) for a period of nine months after actual installation of the software. If the City reports to Contractor any errors in the system during the Warranty Period, then Contractor shall, at its expense, use reasonable commercial efforts to modify, replace, or otherwise remedy the faulty hardware, software, electrical component or other Technology Assets as quickly as reasonably practicable. Where possible, both parties shall attempt to resolve Errors through telephone instruction, issuance of updated documentation, corrective code, or hardware replacement or modification.

### 8. STANDARDS AND PRACTICES

Technology Assets shall conform to the generally accepted standards and practices of the trade or industry involved. All work shall be executed by personnel skilled in their respective lines of work.

### 9. QUALIFICATIONS

Contractor represents that it is fully experienced and properly qualified; is in compliance with all applicable license requirements; and, is equipped, organized,



## SECTION IV – TECHNOLOGY SPECIAL TERMS AND CONDITIONS

and financed to provide and/or perform the goods and/or services purchased by the City pursuant to this agreement.

### 10. INTELLECTUAL PROPERTY WARRANTIES

Contractor warrants that:

- (a) The Technology Assets will be free of the rightful claim of any third party for or by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;
- (b) No act or omission of Contractor will result in a third party holding any other claim that interferes with the City's enjoyment or use of the Technology Assets;
- (c) Contractor owns or possesses all right(s), title(s) and license(s) necessary to perform its obligations hereunder; and

As of the effective date and throughout the term of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third party regarding the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).

### 11. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

In addition to any other indemnification required by this Agreement, Contractor agrees to defend, at its own expense, and to indemnify and hold harmless the City and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorneys' fees, suffered or incurred by the City as a result of any claim that the Technology Assets infringe the patents, copyrights, or other intellectual property rights of third parties, provided that Contractor is notified in writing of such claim. The City will reasonably cooperate with Contractor, at Contractor's expense, to facilitate the settlement or defense of such claim. Without limiting in any way the Contractor obligations set forth herein, if, as a result of any claim of infringement with respect to the Technology Assets, the City is enjoined from using the Technology Assets, or if Contractor reasonably believes that the Technology Assets are likely to become the subject of a claim of infringement, Contractor may, at Contractor's option and expense, (1) procure the right for the City to continue to use the Technology Assets, or (2) replace or modify the Technology Assets so as to make them non-infringing and of equal or superior functionality and capability for the purpose(s) for which the Technology Assets were provided.





## **SECTION IV – TECHNOLOGY SPECIAL TERMS AND CONDITIONS**

The Contractor's obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be caused by the alteration or modification of the Technology Assets by the City (including its employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**1. INDEMNIFICATION CLAUSE**

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) ( “Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by the Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

**2. INSURANCE REQUIREMENTS**

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.



**2.1.1. Commercial General Liability – Occurrence Form**

- Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

**2.1.2. Automobile Liability**

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

**2.1.3. Worker’s Compensation and Employers’ Liability**

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.



**2.1.4. Technology Errors and Omissions Liability (if the Contractor provides technology services or products)**

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**2.1.5. Network Security and Privacy Liability (if the Contractor has access to any personal or confidential data, the Contractor should be required to evidence Network Security and Privacy Liability coverage in addition to Technology Errors and Omissions)**

- The policy must cover but not be limited to (1) coverage for third party claims and losses with respect to network risks and invasion of privacy, (2) crisis management and third party identity theft response costs, and (3) cyber extortion.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- In the event that the network security and privacy liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.



**2.1.6. Media Liability (if the Contractor is involved in the production or publication of content)**

The policy must cover any and all errors and omissions or negligent acts in the production or publication of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy and infringement of copyright, title, slogan, trademark, service mark and trade dress.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that the media liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**2.2. ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:

2.2.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2.2.2. The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

**2.3. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **Margie Vasquez, City of Phoenix – Finance Procurement Division, 251 W. Washington Street, Phoenix, AZ 85003.**

**2.4. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



## SECTION V – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

**2.5. VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **Margie Vasquez, City of Phoenix – Finance Procurement Division, 251 W. Washington Street, Phoenix, AZ 85003**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

**2.6. SUBCONTRACTORS:** Contractors’ certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

**2.7. APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



SECTION VI – SCOPE OF WORK

1. EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible proposer(s) whose proposal is determined to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in Section VI – Scope of Work.

- A. Conformance with Scope of Work and Method of Approach 350 POINTS
- B. Firm Experience and Personnel Qualifications 250 POINTS
- C. Cost (Section VII – Bid Price Schedule) 200 POINTS
- D. Project Schedule, Training and On-Going Support 100 POINTS
- E. Security Policy, Warranty, References 100 POINTS

**TOTAL AVAILABLE POINTS 1000 MAXIMUM**

1.1 CONFORMANCE WITH SCOPE OF WORK AND METHOD OF APPROACH

1.1.1 Method of Approach

Organization and Management

Offerors shall describe their corporate organization and how this organization will promote the effective and uninterrupted operations of the resulting contract. Offerors shall describe any quality assurance programs, training programs, retention efforts or other approaches used to maintain the quality of their services.

1.1.2 Scope of Work compliance

▪ System & Equipment

Provide a detailed explanation of how your firm will meet the City’s requirements as identified in Scope of Work, Items 4 and 5, Specifications for Photo Red Light and Photo Speed Enforcement.

- a. Indicate which citation processing system (name, equipment, version if applicable, etc) is being proposed for the performance of this contract. Identify all proposed equipment which will be utilized to perform the requested services.
- b. Photo Red Light System (Services & Equipment) - Describe in detail the features and functions of the proposed equipment and system. Clearly describe how the proposed system meets the specifications and requirements listed in the Scope of Work, Items 4.1 through 4.30.



## SECTION VI – SCOPE OF WORK

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- c. Photo Speed Enforcement System - Describe in detail the features and functions of the proposed equipment and system. Clearly describe how the proposed system meets the specifications and requirements listed in the Scope of Work, Items 5.1 through 5.32.
- d. Following the expiration of the contract, the Contractor shall coordinate a schedule with a City designee for the removal of all Contractor owned equipment. The equipment will be removed at no additional cost to the City. Contractor shall indicate understanding of this requirement.
- Additional Services and Products
  - a. Provide a detailed description of additional services and products offered by your firm for the categories listed in Scope of Work, Item 7 Additional Photo Radar Enforcement Services and Products. The City provided a listing of anticipated products and services which may be needed under the term of the contract. The list may not be all inclusive. Refer to Scope of Work Item 7.
- Customer Support
  - a. Provide a detailed description of how Scope of Work, Item 8 Customer Service Requirements will be met for all requirements listed in Scope of Work, Items 8.1 through 8.11.
  - b. Describe the services and process(es) which will be utilized to meet requirements and respond to all inquiries.
  - c. In reference to item 8.7, clearly describe the process which will be utilized, and how the process meets this requirement.
  - d. Describe your company's availability for customer support / technical support and communications options and contact information (ie phone, email, chat, etc). Describe the procedures for obtaining assistance, to include off hours.
  - e. Describe on-site support availability, and the services offered.
  - f. Provide guaranteed response times for both remote and on-site support if the system is not functional.
- Citation and Processing Services
  - a. Provide a detailed description of how your firm will comply with all the requirements as listed in Scope of Work, Item 9 Citation Generation and Processing services. Clearly describe how the proposed system meets the specifications and requirements listed in the Scope of Work, Items 9.1 through 9.52. Provide a detailed description which demonstrates complete understanding of items 9.7 through 9.11.
- Reporting
  - a. Provide an overview of how your firm will comply with the reporting requirements as listed in Scope of Work, Item 13 Reporting. Describe your reporting process(es) in detail. Confirm your firm's





understanding and compliance to the requirements listed in the Scope of Work, Items 13.1 and 13.2.

- Court Testimony & Public Relations
  - a. Provide an detailed description of how your firm will comply with the reporting requirements as listed in Scope of Work, Items 16 and 17.

## **1.2 FIRM EXPERIENCE AND PERSONNEL QUALIFICATIONS**

### **1.2.1 Firm Experience**

Offerors shall describe their corporate history, experience and expertise in providing the same or similar services as required in the Solicitation, to the same or similar sized customers as the City of Phoenix. More recent experience is preferable. Offerors shall have a minimum five (5) years of experience with government customers providing complete photo red light radar enforcement services, the same as or similar to those described in this Solicitation.

Within this period of time, Offerors shall have provided photo red light radar enforcement services in compliance with the contracts of their respective government customers such that none of these contracts were terminated as the result of the performance deficiencies or canceled for failure to comply with applicable laws. Within the last five (5) years, Offerors shall not have been debarred from participating in government procurement opportunities by any past government customer.

Further, if applicable, Offerors shall provide detailed explanation(s) of any incidents or controversies occurring within the last five (5) years with any of their government customers, including any contract suspensions, suspension prior to debarment proceedings or other incidents that did not raise to the level of contract termination, cancellation or debarment but may have generated public records concerning the Offeror’s ability to successfully perform the services described in this Solicitation. Offerors shall describe any/all such incidents, how such incidents were resolved, what if any measures were taken by the Offeror to resolve such matters and what steps the Offeror will take under any contract that may result from this Solicitation to ensure that no similar controversies occur with the City of Phoenix.

### **1.2.2 Project Personnel and Qualifications**

Offerors shall include an organizational chart listing the key personnel that will be committed to the resulting contract(s), along with their individual responsibilities.

Provide detailed background and experience information on all key personnel who will be involved in the implementation of the proposed system, as well as those who will support the system once it is installed.



For each of their key personnel, Offerors shall describe what role(s) or function(s) the subcontractor(s) will perform under the contract, their individual experience, education, licenses or certifications, and any other relevant qualifications.

**1.2.3 Subcontractors**

Contractor may utilize Subcontractors in the performance of services under the Contract. Offerors shall list all subcontractors that they intend to use under any resulting contract. Offerors shall describe what each subcontractor will do in support of the contract, and each subcontractor’s experience and expertise in providing such services. Offerors will describe how they will manage all subcontractors to be used under any resulting contract. All Subcontracts to be used in support the services provided under this Contract, shall incorporate by reference the terms and conditions of this Contract. If the Contractor employs third parties or subcontractors for any of these roles, such third parties/contractors must be identified and details on the agreements between the Proposer and the third parties should be included in addition to biographical information on individuals.

Any subcontract entered into with respect to performance under the Contract shall in no way relieve the Contractor of any responsibility for performance of all requirements under the Contract. Contractor shall certify that all subcontracts used to support the services provided under this Contract, incorporate by reference the terms and conditions of this Contract. Contractor shall not change or add any Subcontractors, for the performance of services under this Contract, without the advance and written approval of the Project Manager. When requesting the City’s approval, the Contractor shall list all outgoing Subcontractors, all new Subcontractors, their contact information, their proposed responsibilities under the Contract as well as their qualifications to perform the intended work. With the Request, Contractor shall certify that all new subcontracts incorporate by reference the terms and conditions of this Contract.

**1.3 COST (BID SCHEDULE)**

- Contractor shall provide an all-inclusive cost for each line item listed. The City will reimburse the Contractor in accordance to the established rates as listed in the Bid Price Schedule, and following receipt of payment for paid citation(s), composed of any combination of fixed photo radar units and mobile speed enforcement units.
- The Contractor, at their own expense, shall relocate equipment as necessary and as directed by the City. Relocation costs shall not be included as part of any rates proposed on the Bid Price Schedule form and shall be provided at no additional cost to the City.



- The cost paid to the contractor will be the same whether the citation is issued for a violation at a fixed camera site or from the mobile photo vehicles or equivalent portable radar system. The City of Phoenix will pay the contractor for each paid citation. No other payment will be made.
- It is understood that no direct costs shall be incurred by the City of Phoenix for the Photo Red Light and Photo Speed at Schools Enforcement program other than the personal services costs associated with a City of Phoenix Police Department Contract Administrator or City of Phoenix Police Department employee(s) designated by the Contract Administrator and associated Phoenix Municipal Court personnel and automated system costs as displayed on the Bid Schedule.
- Offeror's Solicitation/Bid Bond amount shall be 5% of their proposed Total Bid Price listed on page 92. Refer to Section 1, Solicitation Bond Item 23 for additional information.

#### **1.4 PROJECT SCHEDULE, TRAINING AND ON-GOING SUPPORT**

##### **1.4.1 Implementation Plan and Schedule**

Provide a detailed implementation plan and schedule. Depending on the contract start date, the schedule may need to be adjusted.

##### **1.4.2 TRAINING**

###### **Initial Training**

Proposer will provide training regarding proper operation and use of the system at the City's Police Department location (to be determined later) once the equipment is installed.

Initial Training will be provided at no additional cost to the City. Training will be provided for as many staff as the Police Department deems appropriate. If class sizes are limited, multiple training dates shall be provided.

Manuals: User manuals must be available in electronic format with unlimited distribution within the Police Department. A digital format should be of a type that can be opened and read on any Windows-based PC in either MS Office or Adobe Reader or other freely-available program.

- Describe all services and materials which will be included in the Initial Training. At a minimum, the Initial Training shall include all items as listed in this section.



**1.4.3 On-Going Training**

Fully describe the available training, including the types of training sessions, the number of staff who can be accommodated at each class, topics to be covered in each session.

Describe how Police Department staff will be trained when significant system upgrades or software changes occur. Provide details and delivery methods.

**As-Needed Training**

Proposer will provide as-needed training to any new city employees assigned to oversee the system and when new products and services warrant new training.

**1.5 SECURITY/UPGRADES, WARRANTY, REFERENCES**

**1.5.1 Security/Upgrades**

Describe your software update and upgrade policy and how updates are applied. Specifically, provide:

- How often (on average) software updates are provided.
- How software updates are applied and by whom.
- The Contractor will be responsible for testing all operating system and application updates before applying them.
- Describe your security policy. The policy shall describe how information is secured to avoid potential data breaches.
- Describe your internet security.
- Software updates shall be made available to the city at no additional cost.

**1.5.2 References**

Proposer shall furnish as references a minimum of three (3) references but no more than five (5) from government agencies in which the Offeror’s proposed system has been successfully installed. Customers similar to the City of Phoenix in size and complexity are preferred. All references should be from systems installed within the last 5 years. References from entities of comparable size to the City of Phoenix are preferred.

The City reserves the right to contact and verify all customer references and inspect any available records regarding the Offeror’s past performance. The City further reserves the right to make any inquiries and to inspect any public records available from other governments regarding any Offeror’s past performance and related dealings with such governments.



**2. INTRODUCTION**

The City of Phoenix is soliciting proposals for a “turn-key” Photo Enforcement Program to include Red Light, Photo Speed at Schools, and other photo and radar enforcement products and services. The goal of the Phoenix Police Department is to utilize photo enforcement technologies to reduce traffic collisions, encourage voluntary compliance with traffic laws and create a safer street environment.

This solicitation includes requests for the following:

- A. Photo Red Light
- B. Photo Speed Enforcement
- C. Additional Photo Radar Enforcement Product & Services

The City of Phoenix is the state capital and largest city in Arizona. Located in central Maricopa County, it is the fifth largest city in the United States with a population exceeding 1,626,000 residents and encompassing an area of approximately 518 square miles. The City has approximately 1,136 traffic signal-controlled intersections and 526 schools, with 354, 15 mph school zones.

The Photo Red Light and Photo Speed at Schools Violation Reduction Photo Enforcement Program will be under the direction of the Phoenix Police Department. Appropriate input and support will be provided by the Phoenix Municipal Court, the City Prosecutor’s Office, Street Transportation Department, Law Department, Finance Department, and the City Manager’s Office.

The City will have the sole discretion to determine the extent of the Photo Enforcement Program including the identification and selection of intersections for red light camera installations, deployment of mobile speed vans and other photo enforcement options.

The City reserves the right to increase, decrease or change the number or locations of the cameras and or mobile speed vehicles. The Photo Enforcement Program will require a citation and complaint processing system that interfaces with Arizona Department of Transportation Motor Vehicle Registered Owner Records, other states official motor vehicle records, and the Phoenix Municipal Court’s automated systems. The Contractor must provide a secure internet site for customer support to address citizen concerns and to allow the review of violation photographs and video clips by the person named in the complaint or the responsible party in the case of a business or government owned vehicle. The Contractor shall provide all requested and associated equipment, materials and personnel required to operate a citation processing system in cooperation with the Phoenix Police Department and the Phoenix Municipal Court.



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The Contractor, at their own expense, shall relocate equipment as necessary and as directed by the City. Relocation costs shall not be included as part of any rates proposed on the Bid Price Schedule form.

During the life of this Contract, the City may, at its discretion, require the following changes, additions, upgrades and or options:

- Red Light intersection enforcement sites: straight, right and left and/or multiple approaches at some intersections
- Mid-block speed enforcement
- Intersection “speed on green” enforcement
- Enforcement of violations at Railroad crossings
- Red Light enforcement at Light-rail crossings
- Speed enforcement on reversible lane streets
- Ability to move fixed-photo enforcement locations during the tenure of the contract
- Capturing/processing secondary violations

### 3. BACKGROUND

The City of Phoenix presently has twelve (12) fixed site red light camera sites and eight (8) mobile speed vehicles used in 15 mph school zones and other student crossings at or near schools.

The current vendor owns all equipment and is responsible for installing and removing all equipment. The current equipment is comprised of Digital Smartcam red light cameras which are comprised of two digital cameras, a video camera and a mono-pulse radar system. There is one infrared camera installed at a specific intersection due to the interference of a flash with the light rail system.

The selected contractor will provide and install, at its expense, new equipment which would include at a minimum the following: poles, digital camera boxes, sensors, related wiring and any ancillary equipment necessary to make the proposed photo red light enforcement system fully operational at new or current locations.



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**Current photo radar locations are as follows:**

1.	12 <sup>th</sup> Street at Camelback Road East bound
2.	16 <sup>th</sup> Street at Jefferson Street South bound
3.	53 <sup>rd</sup> Avenue at Indian School Road South bound
4.	24 <sup>th</sup> Street at Thomas Road North bound
5.	Central Avenue at McDowell Road South bound
6.	67 <sup>th</sup> Avenue at McDowell Road South bound
7.	35 <sup>th</sup> Avenue at Cactus Road East bound
8.	Tatum Boulevard at Thunderbird Road East bound
9.	7 <sup>th</sup> Street at Bell Road East bound
10.	35 <sup>th</sup> Avenue at Glendale Avenue North bound
11.	35 <sup>th</sup> Avenue and McDowell Road
12.	50 <sup>th</sup> Street and Ray Road

**4. SPECIFICATIONS - PHOTO RED LIGHT SERVICES & EQUIPMENT**

- 4.1 The Contractor will, at its expense, provide all related equipment needed to identify and photograph motor vehicles violating the provisions contained in Arizona Revised Statutes, Section 28-645, with a minimum of 24 digital camera systems at 24 intersection locations designated by the City to start this contract.
- 4.2 It is foreseeable that the City of Phoenix may request to relocate a red-light camera system to a different intersection or a different intersection approach due to various reasons such as a long-term road construction project, the lack of red light violations being detected, or the direction of City Council. If the City requests, at its sole discretion, to move a red-light camera system to a different intersection, the Contractor will be responsible for the relocation costs.

The Contractor shall be responsible to return intersections, sidewalks, etc to their original location.

- 4.3 A photo red light digital camera system is defined as the operation of all equipment, hardware, software, and personnel required to identify, using registered owner records from the Arizona Department of Transportation; issue a citation as approved by the Phoenix Police Department; and issue a summons to appear as authorized by the Phoenix Municipal Court to all red light runners and or speeders at designated intersections or locations. Required hardware shall include, at a minimum, all computer interfaces, software, digital cameras, flash strobes, sensor arrays, wiring, and any necessary appurtenances to support a fully functional photo red light enforcement system. The City shall require the Contractor to install all hardware including sensory arrays.



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- 4.4 Digital camera systems will utilize 24-hour streaming video cameras. No wet film cameras will be used.
- 4.5 The Contractor must provide and install, at its own expense, the poles, digital camera boxes, sensors, related wiring and any ancillary equipment necessary to make the proposed photo red light enforcement system fully operational. If speed enforcement at the red-light cameras is requested by the City, the Contractor shall install all equipment needed to accurately measure vehicle speed as well.
- 4.6 All installation locations, sensor placements, and traffic signal timing sequences will be determined by the City of Phoenix Police and Street Transportation Departments.
- 4.7 Any malfunction of the photo red light enforcement digital camera system shall not interfere or cause a malfunction in the normal cycling and operation of the existing traffic control system in place at the intersection.
- 4.8 The Contractor will install the poles, sensors and digital camera systems under the supervision of the City's Street Transportation Department and in accordance with all current professional standards. The Contractor will be responsible for submitting any plans as prescribed by City Code, obtaining all necessary permits and adhering to all applicable City of Phoenix rules and regulations, signage, and building and construction standards. No contractor equipment shall be mounted on Phoenix Traffic Signal poles or mast arms. City of Phoenix Traffic Signal personnel must be present when interconnection is made to the signal system. Sealed engineered drawings must be submitted to the City.
- 4.9 Installations must conform to all local, state and federal guidelines.
- 4.10 Locating of existing and new underground facilities, prior to and after construction, as per Arizona Revised Statutes, shall be the responsibility of the Contractor. This is commonly referred to as "Know What's Below". The one-call system for underground facilities in this area is called the Arizona 811 and can be reached by calling 811 or online.
- 4.11 The Contractor will provide digital camera systems capable of photographing both the front and rear of vehicles whose drivers commit red light violations. Additionally, the digital camera systems must be capable of clearly photographing and recording the identification of the driver of the vehicle that is reasonably believed to be committing a red-light violation. The digital camera systems shall be capable of consistently obtaining an image of the front of those vehicles so as to clearly identify the driver. They must also obtain a clear image of the rear of vehicles so





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as to clearly identify the license plate. Images shall be clearly discernible and visible to the naked eye and without the use of enhancement equipment to view the photograph of the violator vehicle. Further, the digital camera systems must be capable of consistently obtaining photographs of both reflectorized and non-reflectorized license plates, regardless of glare. There must be three (3) photos of each violation plus streaming video.

- A front shot of the vehicle prior to entering the intersection that shows the vehicle position in relationship to the violation line.
  - A front shot of the vehicle clearly showing the driver (while in the middle of the intersection or during a right/left turn).
  - A rear shot of the vehicle with the license plate clearly visible and readable
  - A streaming video 24/7/365.
- 4.12 The ability of the digital camera systems to accurately detect red light violators 24 hours per day is mandatory.
- 4.13 The digital cameras shall have the capability of operating effectively under all weather conditions, including extreme heat.
- 4.14 Each system shall be capable of accurately measuring speed. Each digital camera system shall be capable of accurately monitoring several traffic lanes for red light violations occurring concurrently; and shall be capable of separately identifying concurrent violations and data up to and including speed, lane and duration of red light.
- 4.15 The Contractor will be responsible for all maintenance and repairs of the digital camera systems, regardless of cause.
- 4.16 Each digital camera system shall have sufficient computer and associated equipment to record, document and track red light enforcement data for record keeping and court purposes. Moreover, each digital camera system shall be capable of gathering detailed computer data for statistical analysis and the ability to produce histograms and other graphical depictions for submission in court proceedings. The Contractor will be required to produce monthly reports of activity and individual histograms for court purposes. The data should be provided by location as well as in a summary format.
- 4.17 Digital camera systems should be as automated as possible with regard to set-up, aperture settings, focusing, and leveling.



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- 4.18 Each digital camera system shall be equipped with a computer interface.
- 4.19 The City's traffic signal equipment meets NEMA (National Electrical Manufacturers' Association) Traffic Control Systems Standards. The City currently uses Model TS-2 Controllers and Cabinets at all of the existing red light running locations. Most but not all signals have TS-2 Cabinets and Controllers. Should a new location be selected that is not a TS-2 Cabinet or Controller, either a new location will be selected or an agreement is reached between both parties as to the responsibilities for the costs of upgrades prior to any commitment made for that location. The contractor's equipment shall meet or exceed NEMA Traffic Control Systems Standards Publication TSW2-1992, as it relates to interconnection compatibility with traffic signal equipment, and be compatible with the City's Model TS-2 Controllers.
- 4.20 The Contractor shall use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the NEMA standard.
- 4.21 The Contractor's system shall provide a convenient means of disconnecting it from the traffic signal system. City shall retain the right to disconnect the Contractor's system from the traffic signal system when, in the opinion of the City, it is in the City's best interest to do so for purposes of maintenance, repair, troubleshooting or other reason related to the proper operation of the traffic signal system.
- 4.22 The Contractor's digital camera system shall monitor status of the traffic signal via field terminals (120 VAC).
- 4.23 The Contractor's digital camera system shall have a separate point of service for power. Power will not be provided from the traffic signal cabinet except as described below. Contractor shall be responsible for obtaining power from the appropriate utility, and be solely responsible for utility costs to power the photo red light enforcement system.
- 4.24 For signalized intersections that have an existing metered power source pedestal (PSP), the City will allow the contractor to tap into the spare electrical circuit already provided for within the PSP. At intersections where a metered PSP is not used and the power for the traffic signal is fed directly from the local power company's source, the Contractor shall install a new shared and metered PSP meeting all City and the local power company specifications and requirements at their cost, or provide a separate power source from the appropriate utility company.



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- 4.25 Under no circumstances shall the Contractor tap into power for the camera system from any City of Phoenix signal equipment other than the metered PSP. This includes the traffic signal controller cabinet, any traffic signal post, junction box or luminaire circuit.
- 4.26 Each of the digital camera systems placed at the designated intersections shall be operated on a 24-hour per day basis, with an exception for downtime associated with repair or maintenance. Repairs or replacements should be provided within 24 hours. Any digital camera system that is not repaired (made operational) within 72 hours of notification by the City shall result in liquidated damages of \$100 per camera per day, payable to the City of Phoenix by the Contractor. This does not include damage caused by third parties such as auto collisions or criminal damage. Refer to Section III - Liquidated Damages for additional information.
- 4.27 The Contractor's photo red light technicians must be prepared to testify in any and all court proceedings arising from the issuance of a photo red light citation in the Phoenix Municipal Court and in any higher court upon appeal.
- 4.28 The system must be capable of setting different tolerances for speed and red-light violations. The city may adjust tolerances during the term of the contract. The system will not activate on violations that are below the tolerance set by the City.
- 4.29 A tracking method is required to account for each photographed vehicle, each violation sent to the Police for citation approval, and each approved citation/complaint. Contractor shall arrange for an efficient method for the retrieval and timely processing of the reproduction of any image requested by the City.
- 4.30 Each system shall be capable of gathering data for statistical analysis.

### 5. SPECIFICATIONS - PHOTO SPEED ENFORCEMENT LOCATIONS

- 5.1 The Contractor will provide all related equipment needed to identify and photograph motor vehicles violating the provisions contained in Arizona Revised Statutes, Section 28-701, or ARS 28-797, with a minimum of 16 vehicle deployed digital camera or equivalent portable radar systems being rotated among locations designated by the City.



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The priority for Photo Speed Enforcement locations is as follows:

- Elementary or middle school crossings on multi-lane arterial streets where the school facility is located on an arterial street
  - High schools located on arterial streets
  - Non-adjacent elementary or middle school crossings of multi-lane arterial streets
  - Elementary or middle school crossings on collector streets
  - High schools located on collector streets
  - Any other location requested by the Police Department
- 5.2 Photo Speed at Schools Violation Reduction Photo Enforcement Program will be under the direction of the Phoenix Police Department. Appropriate input and support will be provided by the Phoenix Municipal Court, the City Prosecutor's Office and the Street Transportation Department.
- 5.3 This Program is not currently used during evening or weekend classes or at colleges, trade schools, universities or other types of schools where a majority of the students are adults.
- 5.4 Phoenix maintains a list of address, sessions, hours of operation, names of principals and phone numbers for public, private, parochial and charter schools operating in Phoenix. The City relies upon the schools and school districts to provide updates to this information, and to inform the City when schools will be conducting a summer session. This list will be used to schedule deployment for the Program. The school must be contacted prior to conducting Photo Speed Enforcement to verify that school will be in session and to verify the hours of operation. Photo Speed Enforcement will not be allowed on teacher in-service days when classes are not in session, or for non-academic school functions outside the normal school day.
- 5.5 Photo Speed Enforcement may be conducted at any public, private, parochial or charter schools (elementary, middle or high school) operating in Phoenix or having school crossings operating on a Phoenix public street. Photo Speed Enforcement can be conducted on the portion of any street that is adjacent to a school ground and within 600 feet of the school grounds.
- 5.6 Photo Speed Enforcement may be conducted on any street adjacent to a school during school arrival times (generally 45 minutes prior to the start of school), during the entire school day or during school dismissal times (generally 30 minutes after the dismissal of the last class).



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- 5.7 Photo Speed Enforcement may also be conducted at an established school crossing for any elementary or middle school that is not adjacent to the school grounds (15-mph school zone or traffic signal with an adult crossing guard). The enforcement must be conducted at or within 300 feet of the designated school crossing.
- 5.8 If vehicles are used, each photo speed enforcement digital camera/radar vehicle shall consist of a new model (2016 model or newer) sport utility vehicle or comparably equipped van type vehicle. Vehicles shall have the following minimum equipment: automatic transmission, air conditioner, heavy duty cooling package, high output alternator, tinted windows (compliant with state regulations), radial tires, dual outside mirrors, power steering, power brakes, power windows, GPS monitoring unit, exterior streaming video and current Arizona registration.
- 5.9 Each vehicle or equivalent portable radar system platform shall have a solid white exterior ready for City of Phoenix applied markings to clearly identify each vehicle as a government vehicle. The City of Phoenix shall be responsible for purchasing and installing markings consistent with City standards and State of Arizona law. In the event that the contract should terminate at any time, the Contractor shall give the City no less than two (2) weeks after the end of the contract for removal of all City property.
- 5.10 The Contractor shall provide staff to drive the digital camera/radar vehicle to the deployment location each day. Contractor's photo speed technicians must be prepared to testify in any and all court proceedings arising from the issuance of a photo speed citation in the Phoenix Municipal Court and in any higher court upon appeal. The personnel driving and operating the vehicle must pass a background check upon hire and annually thereafter. The background check is to be at the Contractor expense. All background checks are subject to the approval of the Phoenix Police Department.
- 5.11 The Contractor shall be responsible for the all operational costs of the vehicles including fuel, maintenance, repairs and insurance. The contractor is responsible for insuring the vehicle and equipment for property damage caused by fire, collision, theft, and other perils.
- 5.12 The City reserves the right at its sole discretion with adequate prior notice to the Contractor, to increase the number of photo speed enforcement digital camera/radar systems included in the Photo Speed at Schools Violation Reduction Photo Enforcement Program.
- 5.13 A digital photo speed camera system is defined as inclusive of all equipment and personnel required to complete the operation of Photo Enforcement of violations in concert with Arizona Department of



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Transportation and Phoenix Municipal Court systems. The City shall require the Contractor to install all required hardware including, at a minimum, all computer interfaces, software, digital cameras, flash strobes, and any necessary appurtenances to support a fully functional Photo Speed Enforcement system.

- 5.14 Each photo speed enforcement digital camera/radar vehicle or equivalent portable radar system shall be equipped with a digital camera/radar capable of photographing both the front and rear of a vehicle that is reasonably believed to be violating the posted speed limit. Each system shall also include a streaming video of the violation.
- 5.15 Each digital camera/radar system shall be capable of measuring speeds and recording clear images of vehicles approaching and departing the digital camera. Each system shall be capable of operating with traffic passing either to the left or to the right of the photo speed enforcement digital camera/radar vehicle.
- 5.16 Each system shall be capable of gathering data for statistical analysis.
- 5.17 Radar units shall be capable of recording speeds within a tolerance of plus or minus one (1) mile per hour of the actual speed of a target vehicle. Contractors must specify in detail performance standards by which the accuracy of their radar units is measured.
- 5.18 A tracking method is required to account for each photographed vehicle, each violation sent to the Police for citation approval, and each approved citation/complaint. Contractor shall arrange for an efficient method for the retrieval and timely processing of the reproduction of any image requested by the City.
- 5.19 All photo speed enforcement digital camera/radar vehicles or equivalent radar systems shall contain sufficient imaging, radar, computer and any other associated equipment needed to record, document and track for record keeping and court purposes a vehicle and the driver believed to be violating the posted speed limit.
- 5.20 The equipment must new, using the latest technology, in excellent working order and be capable of consistently producing the desired result. The City reserves the right to reject equipment that does not meet these requirements.
- 5.21 Photo speed enforcement digital camera/radar systems will be operated only on streets and at locations as directed by the Phoenix Police Department Project Coordinator.



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- 5.22 The Contractor will be responsible for rotating the digital camera speed enforcement system among the designated locations at the Police Department's direction and supervision.
- 5.23 The anticipated hours of operation for the photo speed enforcement digital camera/radar vehicles will be from no earlier than 6:00 a.m. to no later than 5:00 p.m. on weekdays only. The system will not be in operation on school holidays. The digital camera speed enforcement system is to be operational and functioning and deployable at least seven (7) hours per day. The Contractor will have the ability to rotate the digital camera speed enforcement system to as many as three (3) schools per day, as designated by the Phoenix Police Department, and pursuant to their direction and supervision.
- 5.24 The Police and Street Transportation Departments will determine the speed level for citations based upon citizen complaints, statistical data, collision rates, and safety issues such as red light running, aggressive driving, population density, weather, lighting, analysis of information and the observations/opinions of Motor Officers that work the specific areas.
- 5.25 The Contractor must provide, install, and operate the equipment necessary to make the proposed Photo Speed Enforcement system functional.
- 5.26 All locations of deployment and timing sequences will be determined by the City of Phoenix Police Department.
- 5.27 The Contractor will provide digital camera systems capable of photographing both the front and rear of vehicles whose drivers commit speed violations. Additionally, the digital camera systems must be capable of clearly photographing and recording the identification of the driver of the vehicle that is reasonably believed to be committing a speed violation. The digital camera systems shall be capable of consistently obtaining an image of the front of those vehicles so as to clearly identify the driver. They must also obtain a clear image of the rear of vehicles so as to clearly identify the license plate. Images shall be clearly discernible and visible to the naked eye and without the use of enhancement equipment to view the photograph of the violator vehicle. Further, the digital camera systems must be capable of consistently obtaining photographs of both reflectorized and non-reflectorized license plates, regardless of glare.
- 5.28 The digital camera system shall have the capability of operating effectively under all weather conditions, including extreme heat.



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- 5.29 Each digital camera system shall be capable of accurately monitoring several traffic lanes for speed violations concurrently.
- 5.30 The Contractor will be responsible for all maintenance and repairs of the photo speed enforcement digital camera systems and vehicles, regardless of cause. Repairs or replacements should be provided within 24 hours of the discovery of the problem. Any digital camera system or vehicle that is not repaired (made operational) within 72 hours of notification by the City shall result in liquidated damages of \$100 per incident per day payable to the City of Phoenix by the Contractor. This does not include damage caused by third parties such as auto collisions or criminal damage.
- 5.31 Digital camera systems should be as automated as possible with regard to set-up, aperture settings, focusing, and leveling.
- 5.32 Each digital camera system shall be equipped with a computer interface.

### **6. ADDITIONAL SPECIFICATIONS FOR PHOTO RED LIGHT AND PHOTO SPEED ENFORCEMENT**

- 6.1 The City reserves the right, at its sole discretion with adequate prior notice to the Contractor, to increase or decrease the number of intersections and cameras included in the Program at no additional cost to the City.
- 6.2 Each digital camera system must be capable of performing internal calibration checks for accuracy and functionality. Documentation of all required calibration checks must be available for court purposes. Test failures must prevent further operation of the incapacitated unit. The internal test should provide a visual and/or auditory signal that clearly indicates the digital camera system's operational accuracy or lack thereof. The Contractor will notify the City of any malfunctions in any of the installed systems immediately upon their discovery.
- 6.3 Each digital camera system shall have sufficient computer and associated equipment to record, document and track speed enforcement data for record keeping and court purposes. Moreover, each digital camera system shall be capable of gathering detailed computer data for statistical analysis and the ability to produce histograms and other graphical depictions for submission in court proceedings. The Contractor will be required to produce monthly reports of activity and individual histograms for court purposes. That data should be provided by location as well as in a summary format.





**7. ADDITIONAL PHOTO RADAR ENFORCEMENT PRODUCTS AND SERVICES**

At its option, the City may request Contractor provide any additional photo radar enforcement or services within the general scope of the Contract. Types of products and services that may fall within this category may include but is not limited to the following.

- 7.1 School Bus Stop Photo Enforcement;
- 7.2 Bus and/or Transit Lane Photo Enforcement;
- 7.3 Railroad Crossing Photo Enforcement;
- 7.4 Parking Lot Speed Enforcement;
- 7.5 Intersection Traffic Signal Activation Systems;
- 7.6 Work Zone Speed Enforcement;
- 7.7 License Plate Recognition Systems; and
- 7.8 Vehicle Counting Systems.

Product and pricing for additional photo radar enforcement products and services shall be as set forth in the Contract. Additional products and services within the general scope of the Contract may be added from time to time throughout the Contract’s term through the issuance of a Contract Amendment. Adding any additional photo radar enforcement products and services shall not obligate the City to purchase any such products or services.

**8. CUSTOMER SERVICE REQUIREMENTS**

- 8.1 The contractor shall include and maintain a secure internet site for customer support to address citizen concerns and to allow the review of violation photographs and video by the person named in the complaint or in the Traffic Violation Notice (TVN), the admitted driver, or the responsible party in the case of a business or government-owned vehicle. The secure internet site shall be available 24 hours a day, 7 days a week. The Contractor shall also provide a local or toll-free telephone number for the public, staffed during normal business hours (8 AM to 5 PM, Monday thru Friday) to answer questions concerning either the program or a specific traffic violation notice or complaint issued. This telephone information system shall be user friendly with touch tone prompting and an “opt out” selection in order for the customer to speak to either an English or Spanish speaking customer service representative.
- 8.2 The secure internet site shall conform to all local, state and federal requirements.
- 8.3 The secure internet site shall continue operation for as long as the contract for the Photo Red Light and Photo Speed program is active and for one (1) year, thereafter, to allow police review of violations. Upon



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conclusion of the contract and the one (1) year thereafter, the Contractor shall forward all records to the City for disposition of the remaining cases.

- 8.4 The secure internet site manager, or other designated employee of the Contractor, will be required to work effectively with, and promptly address issues identified by the Contract Administrator.
- 8.5 The Contractor shall provide trained staff with experience operating a secure internet site in a professional manner.
- 8.6 The Contractor and its designee shall make every effort to work with the City of Phoenix in resolving citizen inquiries or complaints made concerning the Program.
- 8.7 The Contractor shall assist in establishing a clear written protocol to be approved by the Contract Administrator for handling citizen complaints.
- 8.8 The Contract Administrator reserves the right at any time to request the removal of employees or review or object to the substitution of employees including the Contractor's project manager. Quality customer service is mandatory and a primary performance evaluation factor. Disregard for guidelines set forth by the Contract Administrator will be unacceptable.
- 8.9 The Contractor shall have at least one bilingual (English/Spanish) employee on-staff to respond to inquiries by telephone or on the secure internet site. The Contractor shall provide trained staff with experience in a customer service environment to handle calls from the public.
- 8.10 The Contractor shall maintain an automated telephone recording system including the capability to record customer contacts. The recordings are intended to provide oversight and an audit trail of conversations between the Contractor's representatives and customers. Recordings must be made available to appropriate City staff within 48 hours of the requested conversation.
- 8.11 The contractor shall establish a website with frequency asked questions (FAQ) and answers provided by the City of Phoenix.

### 9. CITATION GENERATION AND PROCESSING

- 9.1 For the purposes of this solicitation, the terms "citation", "complaint", are synonymous and interchangeable.



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- 9.2 All processing procedures shall be conducted in a timely manner and in accordance with applicable court rules and federal, state and local laws.
- 9.3 Vehicle registration information is required to issue citations or Traffic Violation Notices. The Contractor shall demonstrate the ability to obtain and maintain access to registration and driver records of the Arizona Department of Transportation, Motor Vehicle Division (MVD) and applicable states official motor vehicle records, to provide the required registered owner and personal identifying information, (date of birth, etc.) and to access appropriate systems to obtain the same information for out-of-state registered owner information.
- 9.4 The Contractor shall account for each violation photograph as actionable or not actionable, depending on whether or not the image of the violation and vehicle's license plate is identifiable. For each actionable violation, the Contractor shall attempt a match of the plate with the appropriate MVD record to identify a registered owner. For each image where a MVD match is returned, the Contractor shall issue either: 1) a Traffic Violation Notice (TVN) where the name of the registered owner is a government or business entity or otherwise not an individual or the gender of the driver in the image does not match the MVD record; or 2) a citation where there is a gender match between the identified violator and the registered owner information.
- 9.5 The required complaint and summons document shall be in a format approved by the Arizona Supreme Court through the Phoenix Municipal Court. All TVNs must include color photos and language required pursuant to state law.
- 9.6 All complaints and summons document(s) shall be issued to the registered owner as listed with the Arizona Department of Transportation, Motor Vehicle Division or applicable states official motor vehicle record, in a format that separates first, middle, and last names. All complaints shall be issued to a name that includes at a minimum, a last name for the defendant, if the Motor Vehicle record only lists one part of a name or multiple parts of a name in a single field other than the field for the last name.
- 9.7 Each complaint must be approved by the Phoenix Police Department before the complaint is filed with the Phoenix Municipal Court. Each file of complaints received electronically by the Phoenix Municipal Court must be authorized for filing before the complaints contained therein can be issued by the Contractor. Each summons must be authorized by the Phoenix Municipal Court before a complaint can be mailed. For each file



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of complaints authorized to be issued (approved for mailing), the Court will return electronically to the Contractor, an authorization file which will include an update of the Municipal Court's Case Management System (CMS) assigned case number for each complaint in the file. This CMS case number shall be included on each complaint issued by the Contractor.

- 9.8 The complaints must be filed with the Court electronically via SFTP protocol. All complaints must be mailed within twenty-four hours of receiving the authorization file from the Court. All complaints will be civil traffic violations with court dates for initial appearances assigned 30 days after the filing date. If the initial appearance date falls on a weekend or a City of Phoenix holiday, the assigned appearance date will be the next business day.
- 9.9 Each complaint issued will bear the signature of a City of Phoenix Police Officer who has personally reviewed each photograph and associated complaint on-line before it is issued.
- 9.10 Each summons and complaint shall be issued in accordance with Arizona Rules of Civil Procedure, Rule 4. A copy of the summons and the complaint will be mailed by first class mail, postage prepaid to the defendant, together with two copies of the notice and acknowledgment of receipt of the summons and complaint with a return envelope, postage prepaid and addressed to the Phoenix Municipal Court.

Specifically, the packet mailed to the defendant shall include:

- one (1) copy of the summons and complaint,
- two (2) copies of a *Phoenix Municipal Court Waiver of Service of Summons and Complaint* form,
- one (1) copy of a *Declaration of Admitted Driver* form, and
- one (1) *Declaration of Non-Driver and Request for Dismissal* form.

The Contractor shall provide a postage paid envelope for the defendant to return payment, waiver of service, and/or other correspondence to the Phoenix Municipal Court.

- 9.11 The Contractor shall bear all the costs for the printing and mailing of summons and complaints and other associated costs and expenses required to manage a professional processing center.
- 9.12 The Contractor shall obtain the holiday schedule from the Phoenix Municipal Court to ensure that the originally assigned arraignment court date listed on the summons and complaint does not fall on a weekend or holiday.



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- 9.13 The Contractor shall include a facsimile signature of the Chief Presiding Judge of the Phoenix Municipal Court on each summons.
- 9.14 The Contractor shall either maintain funds with the US Postal Service sufficient to cover the costs of postage paid envelopes returned to the Court or provide stamped envelopes addressed to the Municipal Court in the packet mailed to the defendant.
- 9.15 The Contractor shall accept daily, from the Municipal Court, an electronic file of all defendants who have not responded to the original complaint and that have a future court date set by the Court at 100 days from the filing date of the original complaint. The Contractor shall be responsible for generating a summons and complaint in a name other than the registered owner when directed by the Phoenix Police Department. In this circumstance, the summons and complaint must be associated with the existing violation information on file and matched to the new defendant information.
- 9.16 The Contractor shall include the Court's CMS assigned case number, the Contractor's secured website address and a unique Personal Identification Number (PIN) on the complaint.
- 9.17 The Contractor shall provide the Municipal Court with a PDF file of all summons and complaints electronically filed with the Court no later than 24 hours after the authorization file has been sent to the Contractor by the Court.
- 9.18 The Contractor shall accept daily, from the Municipal Court, an electronic file of all defendants, who, have answered their complaint. This information shall be used to immediately notify the process server to discontinue efforts to serve the defendant in instances where the defendant has answered the complaint after the original court date, and before the continued arraignment date.
- 9.19 The Contractor shall accept daily, from the Municipal Court, an electronic file of all defendants having failed to answer the complaints against them by their first arraignment date. The Contractor shall use licensed process servers to personally serve complaints on violators failing to respond to the original summons and complaint. The Contractor shall produce a second complaint for each defendant eligible for personal service and shall arrange for the process server to serve the defendant with a packet including:
- 1) the second complaint with an arraignment date 100 days from the filing date as provided by the Municipal Court;



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- 2) a listing of options for the defendant to satisfy the complaint in lieu of an appearance.
- 9.20 The Contractor shall have the capability of electronically transferring citations and complaint data to the Phoenix Municipal Court's Court Management System (CMS) via SFTP protocol in the manner prescribed by the Court's Information Systems Officer or designee. The format and content of the requested complaint data for CMS will be provided upon contract award. Presently the photo citation data format sent to the Court is a single fixed-column width text file with two lines for each citation. The first line contains defendant information and the second, is for violation specifics. There is also an accompanying text control file containing citation numbers for verification. All coded information must conform to NCIC standards. The Contractor shall also submit an optical image of the original complaint and summons to the Court via PDF file as prescribed by the Court's IST Director or designee.
- 9.21 The electronic transfer of citations and complaint data between the Contractor's system and the Phoenix Municipal Court's (PMC's) CMS system will require the use of Secure File Transfer Protocol (SFTP). The Contractor shall provide a login/connection information for PMC to be able to get electronic files from the Contractor's server as PMC does not allow connections to its servers.
- 9.22 All files shall be encrypted using PGP/GPG or other encryption software that can be decrypted by the Court's GPG software. The Contractor shall absorb all costs associated with any computer system enhancements and upgrades necessary to comply.
- 9.23 The Phoenix Municipal Court shall maintain direct control of any on-line transactions or file transfers into the Contractor's computer for payments received, defensive driving program (DDP) completions and continuances, arraignment appearances, dismissals, voids or "re-opened" complaints, hearing requests, and service of process in accordance with any agreed to requirements for doing same.
- 9.24 The Contractor shall provide continuous technical support and training of Police Department staff on the operation of the Contractor's computer system.
- 9.25 The Contractor shall be responsible for processing all images and recording of all data related to individual citations.



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- 9.26 The Contractor's processing center shall ensure there is a clear unobstructed image for each complaint filed. The capability to enlarge images is required.
- 9.27 All passengers within any vehicle photographed shall be obscured; only the driver should be visible and recognizable.
- 9.28 All images produced by the Contractor shall be used for prosecution purposes only, or any other purpose authorized by the Contract Administrator.
- 9.29 The Contractor shall provide gender matching between the driver of an imaged vehicle and the registered owner. Citations shall not be issued when the gender of the depicted driver and registered owner information conflict (do not match). A Traffic Violation Notice (TVN) shall be generated for all gender mismatches and registered owners listed as business and government entities. The TVN shall be mailed directly to the registered owner providing the registered owner the opportunity to identify the driver to Police. Once identification information is reviewed by Police, Police may authorize the issuance of a complaint to the actual driver. The Contractor shall provide vehicle matching between the vehicle photographed and the vehicle description obtained from the Arizona Department of Transportation, Motor Vehicle Division and applicable states' official motor vehicle records. Citations should not be issued when the make and/or model of a depicted vehicle and the vehicle described on the motor vehicle record conflict (do not match).
- 9.30 All images which result in the filing of a complaint shall clearly show the following:
- A motor vehicle committing an alleged violation
  - An unobstructed driver's face
  - An unobstructed rear license plate
  - The color of the traffic signal
  - A physical location where the alleged violation occurred
- 9.31 All images shall include a data line with the following information imprinted upon the image but not obstructing the violation images:
- Day, month and year of the alleged violation
  - Time of the alleged violation (hours, minutes, seconds)
  - Traffic signal phase
  - Direction of the vehicle photographed
  - Speed of the vehicle
  - Location Code



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In addition to the information listed above, the data line on the second image should also include the elapsed time from the first image.

- 9.32 No citations shall be generated unless the violation images establish the following elements:
- a. Driver's face is clearly visible and discernible to permit clear identification
  - b. Gender of the operator appears to coincide with the registered owner information
  - c. Registration information matches the make and/or model of the vehicle in the photograph
- 9.33 The Contractor shall require a second employee to review all violation images to ensure no misread registration plates will result in faulty citations.
- 9.34 A lack of quality control will result in inconvenience to the citizens and bring about disrepute on the part of the City of Phoenix and its Photo Enforcement Program. Disregard of any of the three elements listed in 9.32 will result in the City deducting \$100 in Contractor fees as liquidated damages for each verified instance of non-compliance.
- 9.35 Additionally, if the Contractor disregards any of the following eight elements the City will deduct \$100 in Contractor fees as liquidated damages for each verified instance of non-compliance.
- The Contractor files a complaint that has not been approved by the Phoenix Police Department.
  - The Contractor fails to issue (mail) a citation after receiving authorization from the Phoenix Police Department in a timely manner (72 hours)
  - The Contractor fails to file a PDF version of an authorized complaint in a timely manner (72 hours)
  - The Contractor files a PDF version with the Court which does not match the document issued to the defendant.
  - The Contractor issues a complaint on the wrong complaint template.
  - The Contractor issues a complaint for a violation before requesting dismissal of a previously filed complaint issued for the same violation.
  - The Contractor issues a complaint without authorization from the Court or without the Court's case number.
  - The Contractor provides incorrect fine amount information or incorrect information about a "must appear" violation.





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- 9.36 The Contractor shall file the original copies of the complaints with the Phoenix Municipal Court on the same day that the complaints are issued (mailed). The Contractor shall provide an electronic file of all the documents issued, as well as an electronic transfer of data and/or complaint images to the Court.
- 9.37 The Contractor shall provide a method for the examination, retrieval and/or reproduction of images for any photographed vehicle with the preferred method of providing a secured website with a Personal Identification Number (PIN) for the registered owner or named driver to view the image of the alleged violation including streaming video.
- 9.38 The Contractor shall provide to the Contract Administrator, photographs of:
- (a) all violator vehicles bearing fictitious, altered, or suspended license plates, or
  - (b) those vehicles or license plates that have been reported stolen.
- 9.39 The Contractor shall provide computer queries when required to ascertain information related to any law enforcement purpose as requested by the Contract Administrator.
- 9.40 The Contractor shall provide an audit trail of all unusable and unactionable images with documentation regarding why the photograph was unusable and/or why a citation or TVN was not forwarded to Police for issuance or why a TVN was not mailed to the registered owner.
- 9.41 All images produced by digital camera systems shall be maintained by the Contractor for a period of three years from the date the case was concluded in the Municipal Court.
- 9.42 All images recorded and stored shall become the property of the City of Phoenix and shall only be used for the purposes of legal enforcement by the City of Phoenix.
- 9.43 The Contractor shall be required to store all electronic data for a period of three years or a time agreed upon with the Contract Administrator.
- 9.44 All photographs shall be subject to inspection by the Contract Administrator, or designee, and copies provided upon request.
- 9.45 The Contractor shall maintain a proper chain of custody of evidence in accordance with established law that meets the requirements of the City of



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Phoenix, the Phoenix Police Department and the City of Phoenix Law Department.

- 9.46 The Contractor shall maintain sufficient records to ensure compliance with Arizona Revised Statutes, Section 28-1560, “Illegal Cancellation of Traffic Citation; classification; audit”, and all applicable rules set forth by the Arizona Supreme Court Administrative Office the Courts (AOC).
  - 9.47 The program may include the issuance of warnings based on criteria established by the Police Department. In the event a warning is issued, the Contractor will follow the same procedures for mailing as for a first notification of a complaint.
  - 9.48 The Contractor shall daily accept from the Court an electronic file listing all defendants for whom service has been established after the first arraignment date so that these defendants can be removed from any eligibility to serve list.
  - 9.49 The Contractor will provide for the personal service of a new complaint packet listing the continued arraignment date for any defendant eligible for service through a licensed process server.
  - 9.50 The Contractor will notify the Court of all personal service effectuated by a process server, within 10 days of service, by transmitting a PDF file of signed Affidavits of Service from the process serve to the Court.
  - 9.51 The Contractor will ensure that the Affidavits of Service conform to the local Rules of Civil Procedure.
10. The Contractor will be paid for all valid service upon payment by the defendant or upon the Court waiving, vacating or otherwise voiding any valid process server fees based on the proposed Process Server Rates as listed on the Bid Price Schedule.

The Contractor shall provide a laptop with an external flash drive for the City’s use. City staff will use the laptop for Photo Enforcement Red Light court cases, as needed. As needed, the laptop would be shared amongst City police officer’s or other PD designated staff.

### Required Equipment

In order to comply with the City of Phoenix’s IT standards, the supplied laptop shall be a Dell laptop. Other brands will not be accepted, NO EXCEPTIONS.



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Attachment C – This attachment identifies the minimum specifications required for the laptop and external drive.

The proposed equipment shall be a Dell laptop and shall meet or exceed the minimum specifications listed.

The laptop should not be wider than 15 inches and have CD/DVD drive disk burning capabilities. With at least 1080 (Full HD) resolution and wireless internet connectivity.

### Upgrades

The Contractor shall be responsible for any recommended and necessary upgrades.

### Repairs / Replacement

All equipment is owned by the Contractor. The Contractor is fully responsible for software updates, repairs, upgrades, fixes, warranty (if applicable), etc. The contractor is responsible to ensure that the City has a fully functional laptop at all times during the duration of the contract.

## 11. NEW EQUIPMENT

Contractor expressly warrants that all goods or services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. All items offered shall be new equipment supplied from the manufacturer. Submissions for remanufactured equipment will be considered as non-responsive and rejected.

## 12. WORKMANSHIP

Where not more specifically described in any of the various section of this RFP, the specifications and workmanship shall conform to all of the methods and operations of the best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

## 13. REPORTING

13.1 The Contractor shall submit to the City of Phoenix, through the Contract Administrator, a monthly activity report of the Photo Enforcement Program to include breakdown of data by photo red light, photo speed at schools



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and other photo enforcement efforts as required by the Contract Administrator.

- 13.2 Monthly reports shall be available for review on the Contractor's website interface within 15 calendar days from the end of the previous month. The report shall include a minimum of the following information:
- a. Total number of violations photographed by red light, school speed and other enforcement options.
  - b. Total number of actionable violation images by red light, school speed and other enforcement options.
  - c. Total number of unactionable violation images by red light, school speed and other enforcement options.
  - d. Total number of violations for red light, school speed and other enforcement options directed to the Phoenix Police Dept. for review.
  - e. Total number of complaints filed with the Phoenix Municipal Court separated by red light and school speed, with red light violations further separated by directional approach i.e. A) Straight on, B) right turn, C) left turn, D) speed on green, E) any other statistical distinction as required by the Contract Administrator.
  - f. Total number of Traffic Violation Notices (TVN) issued.
  - g. Total number of responses from Traffic Violation Notices.
  - h. Total number of complaints issued from Traffic Violation Notices responses.
  - i. Total number of Traffic Violation Notices expired without a response from the registered owner.
  - j. Deployment statistics by location by red light and school speed.
  - k. Deployment statistics by location for other enforcement methods as required by the Contract Administrator.
  - l. The Contractor will be required to produce monthly reports of activity and individual histograms for court purposes. That data should be provided by location as well as in a summary format (refer to Scope of Work, Item 6.3)



**14. INITIAL TRAINING**

- 14.1 The Contractor shall provide reasonable and necessary training in the operation of the digital camera systems for appropriate City staff. For photo red light, this training shall provide the City's traffic signal personnel with a basic understanding of how the digital camera system operates and a detailed understanding of how the system interfaces with the City's traffic signal equipment.
- 14.2 The Contractor shall provide training on any proposed use of Contractor's computer system to authorized City staff.
- 14.3 The training shall be conducted within the City of Phoenix at a Police Department location, which will be determined later date.
- 14.4 Class sizes shall be limited so as to provide a quality training atmosphere. It is recommended that class size be limited to a maximum of 15 persons to each instructor. The Contractor shall describe the proposed training in response to this solicitation.
- 14.5 Contractor shall submit an overview of the training of its employees and any expert witnesses the Contractor will require to further the efforts of the program.
- 14.6 Contractor shall be required to explain in layman's terms how the technology detecting violations operates and this explanation shall be included in the website maintained by the contractor.
- 14.7 Initial training will be provided at no additional cost to the City.

**15. TRAINING ON PRODUCTS AND SERVICES**

**On-Going Training and As-Needed Training**

The Contractor shall provide on-site training at a City selected location, to designated Police Department staff, or other designated staff. Training will include the operation of any new interfaces used to view, authorize or decline citations. An overview of the equipment used will also be provided.

Frequency of Training: Training will be conducted at the beginning of the contract and quarterly for ongoing education. Training will also be provided as the inclusion of new products warrants.



Class size: Up to 15

At a minimum, the following training topics shall be covered:

- 15.1 Overview of products and services (hardware and software components).
- 15.2 Overview of product functions.
- 15.3 Specific training for City staff based on specific roles and responsibilities as they will pertain to the system and equipment.
- 15.4 Training in the operation of the system and equipment (cameras, etc).
- 15.5 System’s interface with the City’s traffic signal components.
- 15.6 Reporting applications.
- 15.7 On-going training for new applications or upgrades.

**16. COURT TESTIMONY**

- 16.1 The Contractor shall provide documentation and witnesses as necessary to testify as to the accuracy, calibration, maintenance, repair records, technical operation and effectiveness of the digital camera systems and related equipment for contested complaints.
- 16.2 Testimony by witnesses will be accomplished at no additional cost to the City.
- 16.3 The Contractor shall specify a process to notify all operators and technicians of subpoenas and court dates as required for successful prosecution.
- 16.4 Contractor's photo enforcement technicians must be prepared to testify in any and all court proceedings arising from the issuance of a photo red light or a photo speed citation in the Phoenix Municipal Court and in any higher court upon appeal. In addition to testimony about the violation, the Contractor must be able to testify as to how the defendant’s identity was established and associated with the violation. The Contractor shall provide the capability for the Police and the technicians to capture streaming video on CD or DVD format for presentation to the Court and for submittal of evidence at hearings.

**17. COURT TESTIMONY PUBLIC RELATIONS**

- 17.1 Contractor shall be required to participate in an on-going media campaign, satisfactory to the Phoenix Police Department, to provide awareness to the citizens of Phoenix, up to and including issuing warnings for new programs at no additional cost to the City. In addition, the Contractor may be required to attend public meetings and assist Phoenix Police Department and any other appropriate city staff in demonstrating the equipment used for the Photo Red Light and Photo Speed at Schools Enforcement Program.



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- 17.2 Contractor shall provide a professional public relations firm or individual to assist in any media campaign.
- 17.3 Contractor shall also agree to conduct public surveys as requested by the Contract Administrator. The surveys can either be sent to each residence within the City of Phoenix or to a statistically valid random sample of households, prepared by a reputable polling organization that the City has approved. The content of each survey shall be provided by the Phoenix Police Department.
- 17.4 Contractor shall provide the results and an analysis of the results to the Contract Administrator in a timely manner.
- 17.5 Public assistance to include the issuance of warnings is to be at no additional charge to the City.

### 18. FISCAL CONSIDERATIONS

- 18.1 The fee paid to the contractor will be the same whether the citation is issued for a violation at a fixed camera site or from the mobile photo vehicles or equivalent portable radar system. The City of Phoenix will pay the contractor for each paid citation. No other payment will be made.
- 18.2 A "paid citation" is defined as a charge in which there has been a satisfaction of the assessment of all court fines and fees and the case is concluded. Satisfaction of the charge includes direct full payment, completion of a defensive driving class or completion of authorized community restitution.
- 18.3 A complaint approved by a City of Phoenix Police Officer and acknowledged as having been received by the Phoenix Municipal Court and contains the Court's Case Number on the document shall be considered "filed" with the Court.
- 18.4 The Contractor, upon receipt of an electronic acknowledgment file of complaints approved by the Phoenix Police Department and sent from the Phoenix Municipal Court, shall be authorized to mail the complaint and summons to the defendant/registered owner.  
Attachments A and B are provided for informational purposes only. These attachments are examples of the file format and the data layout requirements desired by the City. The data submitted shall be submitted in these formats, or a format approved by the City.
- 18.5 It is agreed that the Contractor will provide a "turn-key" operation to the City of Phoenix within the context of interoperability requirements with the



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Arizona Department of Transportation and the Phoenix Municipal Court systems.

- 18.6 It is understood that no direct costs shall be incurred by the City of Phoenix for the Photo Red Light and Photo Speed At Schools Enforcement program other than the personal services costs associated with a City of Phoenix Police Department Contract Administrator or City of Phoenix Police Department employee designated by the Contract Administrator and associated Phoenix Municipal Court personnel and automated system costs as displayed on the Bid Schedule.
- 18.7 Contractor shall submit invoices on a monthly basis to the Contract Administrator at the City of Phoenix Police Department. Invoices shall be sorted in alpha format by name of the defendant and complaint listed on the summons/complaint. Payment by the City of Phoenix for services by the Contractor will only be made after the services have been performed and the citations paid.
- 18.8 Contractor shall work with the City of Phoenix to set up billing and accounting procedures acceptable to the City, and provide itemized billing statements in a format approved by the City of Phoenix. Proper supporting documentation for reconciliation of the billing will be supplied to the Police Department by the Municipal Court and the Contractor.
- 18.9 In the event of a City requested camera relocation, the Contractor will be responsible with all costs associated with the relocation. Additionally, the City will work with the Contractor to ensure cooperative efforts are discussed to minimize installation costs.

### 19. TRAINING ON PRODUCTS AND SERVICES

The Contractor shall provide on-site training at a City selected location, to designated Police Department staff, or other designated staff. Training will include the operation of any new interfaces used to view, authorize or decline citations. An overview of the equipment used will also be provided.

Frequency of Training: Training will be conducted at the beginning of the contract and quarterly for ongoing education. Training will also be provided as the inclusion of new products warrants.

Class size: Up to 15





## SECTION VI – SCOPE OF WORK

CITY OF PHOENIX

At a minimum, the following training topics shall be covered:

- 19.1 Overview of products and services (hardware and software components).
- 19.2 Overview of product functions.
- 19.3 Specific training for City staff based on specific roles and responsibilities as they will pertain to the system and equipment.
- 19.4 Training in the operation of the system and equipment (cameras, etc).
- 19.5 System's interface with the City's traffic signal components.
- 19.6 Reporting applications.
- 19.7 On-going training for new applications or upgrades.



## SECTION VII – SUBMITTALS

CITY OF PHOENIX

### SECTION VI: SUBMITTALS

1. **ORIGINAL:** Please submit one (1) original and one (1) electronic copy (portable drive) of the entire proposal response and other required documentation (must be an exact duplicate of the original).
  - Submitted (preferably) unbound, single-sided, and at least 30% post consumer content paper

**COPIES:** Please submit five (5) copies of the entire proposal (exact duplicate of the original).

- Submitted (preferably) bound in a binder, double-sided copying, and at least 30% post consumer content paper

**Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

### 2. OFFER SUBMITTAL FORMAT:

The written offer must be signed by an individual authorized to bind Offeror and should provide the name, title, e-mail address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the evaluation period. Offers should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents and tabbed according to the following major sections:
  - ✓ Tab 1 Conformance with Scope of Work & Method of Approach
  - ✓ Tab 2 Firm Experience and Personnel Qualifications
  - ✓ Tab 3 Project Schedule, Training and On-Going Support
  - ✓ Tab 4 Security/Upgrades, Warranty, References
  - ✓ Tab 5 Section VII - Submittal Forms
  - ✓ Tab 6 Cost (Bid Schedule, Section VII)
  - ✓ Tab 7 Signed Addenda
  - ✓ Tab 8 Solicitation Bond (Section I, Item 23)
- Compliance with Section I, Item 9 - Business in Arizona. Provide your firm's Arizona Corporation Commission File No. on the Offer Page 97. The selected firm shall demonstrate compliance of this requirement upon the City's request.



**SECTION VII – SUBMITTALS**

**CITY OF PHOENIX**

**3. OPTION FOR ADDITIONAL QUANTITIES:** The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Photo Red Light and Photo Speed Enforcement systems and services, which will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

**4. COSTS AND PAYMENTS:**

**4.1 PAYMENT TERMS & OPTIONS:** Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

- Contractor offers a prompt payment discount of either \_\_\_\_\_% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.



**SECTION VII – SUBMITTALS**

**CITY OF PHOENIX**

**5. BID PRICE SCHEDULE**

Furnish a pricing proposal that fully reflects Offeror’s understanding of the project requirements.

The City will reimburse the Contractor following receipt of payment for paid citation(s), composed of any combination of fixed photo radar units and mobile speed enforcement units. Refer to Scope of Work, Item 1.3 Cost (Bid Schedule) for additional information regarding the Bid Price Schedule.

*\*Estimated Quantities shown below are based on quantities from the existing contract.*

DESCRIPTION	SUPPLIER PART NUMBER / BILLING NUMBER/CODE	*ESTIMATED QUANTITIES	PER PAID CITATION	ESTIMATED TOTAL COST
<b>CITATION COSTS (per citation)</b>				
A. Cost per paid citation		73,000 Paid Citations	\$ _____ Each Citation	\$ _____
<b>PROCESS SERVER COSTS</b>				
B. Service within Maricopa County (per paid citation)		8500 Citations	\$ _____ Each Citation	\$ _____
C. Service outside of Maricopa County – but within Arizona (per paid citation)		45 Citations	\$ _____ Each Citation	\$ _____
D. Service outside of Arizona (per paid citation)		1 Citation	\$ _____ Each Citation	\$ _____
<b>TOTAL:</b>				<b>\$ _____</b>

**Additional Services**

TRAINING	Class Size	PER CLASS
<b>On-Going &amp; As-Needed Training</b> <i>(Excludes Initial Training Costs)</i>	Up to 15 persons	\$ _____ Each Class

The City will not pay relocation costs, these costs shall not be included as part of any rates proposed on the Bid Price Schedule form.



**SECTION VII – SUBMITTALS**

**CITY OF PHOENIX**

**6. EMERGENCY TWENTY-FOUR HOUR SERVICE**

Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor will provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

Alternate Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

**7. YEARS IN BUSINESS**

Contractor certifies that they have provided complete Photo Red Light and Photo Speed Enforcement systems as listed in this solicitation for a minimum of five (5) years.

This certifies that my firm has provided the proposed products and services for \_\_\_\_\_ years.

**8. REFERENCES**

Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed services for Photo Red Light and Photo Speed Enforcement within the past five (5) years.

All references should be from systems installed within the last 5 years. References from entities of comparable size to the City of Phoenix are preferred.

Provide documentation of prior experience which demonstrates that the proposed system has been in operation for a minimum of five years. See Section 1, Pre-Award Qualifications, Item 15.3.



**SECTION VII – SUBMITTALS**

**CITY OF PHOENIX**

Company Name \_\_\_\_\_

Type or Organization \_\_\_\_\_

Address \_\_\_\_\_

Contact Person/Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

Description of  
Services Provided \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Timeframe of  
Services Provided \_\_\_\_\_

System Name \_\_\_\_\_

How long has System  
Been in Operation \_\_\_\_\_

Company Name \_\_\_\_\_

Type or Organization \_\_\_\_\_

Address \_\_\_\_\_

Contact Person/Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_



**SECTION VII – SUBMITTALS**

**CITY OF PHOENIX**

Description of Services Provided

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Timeframe of Services Provided

\_\_\_\_\_

System Name

\_\_\_\_\_

How long has System Been in Operation

\_\_\_\_\_

Company Name

\_\_\_\_\_

Type or Organization

\_\_\_\_\_

Address

\_\_\_\_\_

Contact Person/Reference

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Email address

\_\_\_\_\_

Description of Services Provided

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Timeframe of Services Provided

\_\_\_\_\_

System Name

\_\_\_\_\_

How long has System Been in Operation

\_\_\_\_\_



**SECTION VII – SUBMITTALS**

**CITY OF PHOENIX**

Company Name \_\_\_\_\_

Type or Organization \_\_\_\_\_

Address \_\_\_\_\_

Contact Person/Reference \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email address \_\_\_\_\_

Description of  
Services Provided \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Timeframe of  
Services Provided \_\_\_\_\_

System Name \_\_\_\_\_

How long has System  
Been in Operation \_\_\_\_\_





**SECTION VII – SUBMITTALS**

**CITY OF PHOENIX**

**OFFER**

**TO THE CITY OF PHOENIX** - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. \_\_\_\_\_

Use Tax No. for Out-of State Suppliers \_\_\_\_\_

City of Phoenix Sales Tax No. \_\_\_\_\_

Arizona Corporation Commission File No. \_\_\_\_\_

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION I – INSTRUCTIONS - CITY'S REGISTRATION)	
-------------------------------------------------------------------------------------------------------------------------------------------------	--

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Verify Name and type of company  
(LLC, Inc., Sole Proprietor)

\_\_\_\_\_  
Printed Name and Title  
(Member, Manager, President)

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company's Fax Number \_\_\_\_\_

Company's Toll Free # \_\_\_\_\_

Email Address \_\_\_\_\_



**SECTION VI –SUBMITTALS**

**CITY OF PHOENIX**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No.\_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

**CITY OF PHOENIX**

A Municipal Corporation  
Ed Zuercher, City Manager

\_\_\_\_\_ Awarded this \_\_\_\_ day of \_\_\_\_\_ 2019  
Director or delegate, Department  
Jim Campion  
Deputy Finance Director

\_\_\_\_\_  
City Clerk

Approved as to form this 19<sup>th</sup> day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



**SECTION VI –SUBMITTALS**

**CITY OF PHOENIX**

**CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY FORM.**

This form must be signed and submitted to the City and all questions must be answered, or indicate N/A, or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name: **RFP 19-111 PHOTO RED LIGHT AND PHOTO SPEED ENFORCEMENT – REQUIREMENTS CONTRACT**

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.



**SECTION VI –SUBMITTALS**

**CITY OF PHOENIX**

**7. Disclosure of conflict of interest:**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

**8. Notice Regarding Prohibited Interest in Contracts**

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:



SECTION VI –SUBMITTALS

CITY OF PHOENIX

9. Acknowledgements

Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



### ATTACHMENT A

Solicitation Number: 19-111 Photo Red Light and Photo Speed Enforcement – Requirements Contract

CITY OF PHOENIX

#### Name= BPS1140.ATR.ath

This is a file to which the authorized complaint root numbers which were entered into our data base are written.

DATA	DESCRIPTION	EXAMPLE	COL START	COL END	WIDTH	DATA TYPE
Complaint Number	Complaint Root Number	80910006781	1	11	11	char
Case Number	Case Number	4020892	12	22	11	char

#### Name= BPS1140.ATR.ath

This is a file to which the authorized complaint root numbers which were entered into our data base are written.

DATA	DESCRIPTION	EXAMPLE	COL START	COL END	WIDTH	DATA TYPE
Complaint Number	Complaint Root Number	80910006781	1	11	11	char
Blank Field	Filled with Blanks		12	14	3	char
Error Code	Error Code	RCAD	15	18	4	char



ATTACHMENT B

Solicitation Number: 19-111 Photo Red Light and Photo Speed Enforcement – Requirements Contract

CITY OF PHOENIX

PHOTO ENFORCEMENT COMPLAINT LAYOUT  
DATA FILE-Used to send the complaint data

IR01-369

Name= BPS1140.date.dat

CR09-002876

Header record is provided once for each complaint.

Detail record is provided once for each charge on the complaint.

Every complaint of the .ctl file should have complaint in this .date file.

They are fixed length records.

Header record (Required- one per complaint)

DATA	DESCRIPTION	EXAMPLE	COL START	COL END	WIDTH	DATA TYPE	REQD
Agency Code	Complaint Issuing Agency, as entered in the complaint record	RFI or RFV [must fill]	1	3	3	Char	Y
Complaint	Complaint number, the base id for complaint	90920007869 [must fill] (right justified, filled with leading zeros)	4	14	11	Num (11)	Y
First	Defendant's first name	ALEJANDRO (left justified) [must fill]	15	44	30	Char (30)	Y
	Defendant's middle name or		45	74	30	Char	N



**ATTACHMENT C**

**Solicitation Number: 19-111 Photo Red Light and Photo Speed Enforcement – Requirements Contract**

**CITY OF PHOENIX**

**ADDITIONAL EQUIPMENT - MINIMUM SPECIFICATIONS**

**External Drive**

Dell USB Slim DVD±RW drive - DW316 (preference is Built-In drive, however external is ok)

**Laptop**

Dell Latitude 5400

**Description:**

Latitude 5400 CTO Base  
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W, vPro-Capable)  
Win 10 Pro 64 English, French, Spanish  
Microsoft(R) Office 2019 Suite (include Adobe Acrobat Pro installed in laptop)  
Intel Core i7-8665U Processor with Integrated Intel UHD 620 Graphics Intel vPro Technology Enabled  
16GB, 1x16GB, DDR4 Non-ECC  
M.2 256GB PCIe NVMe Class 40 Solid State Drive  
No AutoPilot  
Dell Latitude 5400 Flex 4  
No FGA  
SupportAssist  
Dell(TM) Digital Delivery Cirrus Client  
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)  
Waves Maxx Audio  
Dell Developed Recovery Environment  
Dell Power Manager  
Dell Latitude 5400 SRV  
Regulatory Label, FCC  
Direct ship Info Mod  
MIX SHIP Config (DAO/BCC)  
4 Cell 68Whr ExpressCharge™ Capable Battery  
Dual Pointing Backlit US English Keyboard  
Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0  
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0  
No Mobile Broadband Card  
No Anti-Virus Software  
Dell USB Slim DVD +/- RW Drive - DW316  
Energy Star Certified





**ATTACHMENT C**

**Solicitation Number: 19-111 Photo Red Light and  
Photo Speed Enforcement – Requirements Contract**

**CITY OF PHOENIX**

Latitude 5400 Quick Start Guide  
US Power Cord  
65W AC Adapter, 7.4mm Barrel  
BTO Standard Shipment (VS)  
Dual Pointing, No Fingerprint and No SmartCard Reader, Displayport over Type-C  
Latitude 5400 bottom door  
No UPC Label  
1080 (Full HD) resolution  
Wireless Internet connectivity  
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN  
Capable, Privacy Shutter  
Safety/Environment and Regulatory Guide (English/French Multi-language)