



## SOLICITATION ADDENDUM

Solicitation Number: RFP 19-111 Addendum #3 (Issued 10/29/19)  
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Solicitation Due Date: Friday, November 15, 2019, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Purchasing Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### RFP 19-111 PHOTO RED LIGHT AND PHOTO SPEED ENFORCEMENT – REQUIREMENTS CONTRACT

Please make the following changes to the above-referenced solicitation:

#### **CHANGE(S)**

Change all references to the SUBMITTAL DEADLINE and SOLICITATION DEADLINE of FRIDAY, NOVEMBER 1, 2019, to **FRIDAY, NOVEMBER 15, 2019, 2:00 P.M., LOCAL TIME.**

Please find below the questions and responses provided by the City in response to the Written Inquires received by the deadline of October 9, 2019.

#### **QUESTIONS AND ANSWERS:**

**Question 1:** Could the City please provide the number of citations that have been issued for each calendar year: 2016, 2017 and 2018?

**City's Response:** 2016 – Red Light Enforcement 14,183; Speed Enforcement 7353  
2017 – Red Light Enforcement 28,090; Speed Enforcement 14,230  
2018 – Red Light Enforcement 28,623; Speed Enforcement 17,847

**Question 2:** If a new vendor is selected, when does the City expect the existing program to be fully transitioned and operational?

**City's Response:** The City's desired contract start date is January 1, 2020.

**Question 3:** What are the City's business rules regarding enforcement of right-turn on-red violations?

**City's Response:** The city currently does not enforce right turn on red photo violations.  
Tracking red light on red would be helpful, but not required. Please  
indicate in your proposal if the proposed system provides this function.

**Question 4:** Section I - Introduction, Item 3 Schedule of Events (Page 4), Offer Due Date of October 18, 2019. Would the City please consider extending the due date by 1-2 weeks? The scope is extensive and the additional time would give more vendors the opportunity to provide a comprehensive and accurate response.

**City's Response:** This Addendum extends the due date to November 15, 2019, 2:00 pm  
(Arizona local time).



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### **Question 5:**

Section I - Introduction, Item 10 Licenses (Page 7).  
Does the City require a private investigator license?

### **City's Response:**

The State Attorney General requires for photo enforcement companies to have a private investigators license. This clause is standard for City solicitations and will not be modified - it states that Offerors must possess all valid and applicable certifications and/or licenses at the time of submittal. The City has not requested copies or proof of any specific license(s) for this solicitation. It is the Offeror's responsibility to maintain all licenses required by federal, state or local laws current. Additionally, the City can request copies from the Awarded vendor at any given time.

### **Question 6:**

Section VI – Scope of Work, Item 3 Background (Page 62), Paragraph 2:  
“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.”  
To reduce waste and prevent the increase of roadside infrastructure, will the contractor be able to use the existing underground conduits and incumbent's roadside infrastructure? If not, is the incumbent required to upgrade the underground infrastructure and their existing roadside infrastructure as well?

### **City's Response:**

If the award of the contract goes to a new vendor and the incumbent removes their equipment, the incumbent must remove their equipment without harming the underground conduits, must take appropriate measures to ensure they are adequate to perform in accordance with this contract at no additional cost to the City. The selected vendor is responsible to ensure that the system is fully operational.

### **Question 7:**

Section VI – Scope of Work, Item 4.14 Specifications – Photo Red Light Services & Equipment (Page 65).

“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.”

What is the maximum number of lanes required to be enforced?

### **City's Response:**

Currently the widest road covered is 4 through lanes and 2 turn lanes for a total of 6 lanes in one direction.



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### **Question 8:**

Section VI – Scope of Work, Item 4.24 Specifications – Photo Red Light Services & Equipment (Page 66).

“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.”

Will the City please provide the number of active approaches that have power pedestals that the contractor may be able to utilize?

### **City’s Response:**

If a power pedestal exists, typically there is one per intersection on the same corner at the traffic signal control cabinet.

### **Question 9:**

Section VI – Scope of Work, Item 5.1 Specifications – Photo Speed Enforcement Locations (Page 67).

“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.”

Does this mean that the City is increasing the number of speed enforcement systems from 8 to 16?

### **City’s Response:**

A proposal to the City Council to increase the total number of red light cameras to 24 and the number of speed enforcement systems to 16.

### **Question 10:**

Section VI – Scope of Work, Item 5.15 Specifications – Photo Speed Enforcement Locations (Page 70).

“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.”

Is the City currently doing bi-directional speed enforcement with a single vehicle, capturing vehicles traveling on both sides of the roadway or if both directions are to be enforced, are two (2) vehicles deployed?

### **City’s Response:**

One vehicle deployment does cover both directions of travel for at least one current van. Most cover only one direction.



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**Question 11:** Section VI – Scope of Work, Item 18.9 Specifications – Photo Speed Enforcement Locations (Page 88).

“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.”

How many red light approaches has the City relocated in the last five (5) years? If relocation has taken place, should the contractor expect approximately the same relocation pace for the next five (5) years?

**City’s Response:** The last relocation was between April 2015 and September 2015 in anticipation of the current contract’s approval. 9 cameras were moved at that time. The are no anticipated camera relocations in the near future.

**Question 12:** Section VII – Submittals, Item 5 Bid Price Schedule (Page 92).

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

Please confirm that these quantities are based on 12 red light approaches and 8 speed enforcement vehicles.

**City’s Response:** Yes, that is correct. The quantities are based on historical data from the existing contract which includes 12 red light approaches and 8 speed enforcement locations.

**Question 13:** What is your payment rate on the first issuance of the summons and complaint?

**City’s Response:** This information is available only through a Public records request via the City Clerk’s office. To submit a public records request, visit the following website: <https://www.phoenix.gov/pio/public-records-request>

**Question 14:** What is your payment rate on the process served citations?

**City’s Response:** Same response as question #13.

**Question 15:** Please provide the number of issued Citations for the last two years for both red light and photo speed enforcement.

**City’s Response:** See response to question #1.



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**Question 16:** Section II – Standard Terms and Conditions, Item 2.5 Non-Waiver of Liability (Page 20).

Would the City agree to an overall limitation of liability for Contractor equal to three (3) years average revenue?

**City's Response:** No. The City is not willing to limit the liability of the vendors for this contract.

**Question 17:** Section II – Standard Terms and Conditions, Item 4.6 Fund Appropriation Contingency (Page 24).

Would the City agree to clarify that if funds are not appropriated, the Contractor's obligation to continue to perform under the contract is released except with regards to warranty requirements for work completed and accepted?

**City's Response:** Correct, in the unlikely event that City Council cuts this expenditure the contract would be terminated.

**Question 18:** Section II – Standard Terms and Conditions, Item 4.7 Maximum Prices (Page 24).

Would the City agree in applying this provision that all economic, contractual factors and project scope must be considered and any change to pricing may only be made prospectively and not retroactively?

**City's Response:** Pricing will be affected prospectively if the Vendor notifies the City promptly.

**Question 19:** Section II – Standard Terms and Conditions, Item 5.3 Non-exclusive contract (Page 28).

Would the City agree that if the City obtains any goods or services from a third party, and the goods or services require integration with Contractor's system that results in a material cost to Contractor, the City will provide an equitable contract adjustment to Contractor for such costs?

**City's Response:** That would have to be evaluated and would depend on the nature of the goods or services acquired and reasons for the need to obtain like goods or services. The City would agree that an expansion of the scope of the contract may require an amendment.



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**Question 20:** Section II – Standard Terms and Conditions, Item 6.4 Loss of Materials (Page 29).

Would the City agree that it is responsible for a loss that occurred as a result of the action or inaction of the City, its employees or agents?

**City's Response:** The City cannot agree to that without an evaluation of the specific facts of a situation.

**Question 21:** Section II – Standard Terms and Conditions, Item 6.6 Damage to City Property (Page 30).

Would the City agree that Contractor is only responsible to repair any damage to City property if the damage is attributable to Contractor or its subcontractors?

**City's Response:** Same response as #20.

**Question 22** Section II – Standard Terms and Conditions, Item 7.3 Default in One Installment to Constitute Breach (Page 30).

Would the City agree that any default in an installment must be for a material default that impacts the operation of the system?

**City's Response:** Same response as #20.

**Question 23:** Section II – Standard Terms and Conditions, Item 7.8 Work Product (Page 31).

Would the City agree to clarify that Contractor's proprietary intellectual property will remain solely the property of the Contractor?

**City's Response:** The City can agree that if the vendor is providing an Out of the Box solution without customization, that the property remains the sole property of the vendor.

**Question 24:** Section II – Standard Terms and Conditions, Item 8.2 Termination (Page 32).

24A) Would the City agree that any termination for default must be for a material matter and that the Contractor will have not less than 10 days to cure any default?

24B) Would the City agree that in a termination for the convenience of the City, the City will pay to Contractor all of its direct costs, including but not limited to contract close-out costs of work performed to the date of termination?

**City's Response:** 24A) No, the City is not providing a cure period.  
24B) Yes, reasonable and related direct costs.



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**Question 25:** Section III – Special Terms and Conditions, Item 11 Suspensions of Work (Page 37).

Would the City agree that if a suspension results in a material cost to Contractor, the City will provide a contract adjustment to compensate Contractor for the material suspension costs?

**City's Response:** No, the City is not paying for suspension costs.

**Question 26:** Section IV – Technology Special Terms and Conditions, Item 1 Intellectual Property Rights (Page 46).

26A) Would the City agree to clarify that Contractor's proprietary intellectual property will remain solely the property of Contractor?

26B) Would the City agree to remove the term allowing the City to reproduce the Deliverables?

**City's Response:** 26A) Same response as #23.  
26B) Yes, the City will agree that if this is an Out of the Box solution, the City will not reproduce deliverables.

**Question 27:** Section VI Scope of Work, Item 4.8 Specifications – Photo Red Light Services & Equipment (Page 64).

27A) How many plan checks does the city perform and how long does each plan check take?

27B) How many days does City's permitting office take after the permit application is submitted to issue a permit?

**City's Response:** 27A) 2019 completed 195 Plan Checks;  
2018 completed 251 Plan Checks;  
2017 completed 73\* Plan Checks (\*Recorded in KIVA since 8/3/17)

**City's Response:** 27B) There is a 2 part review process that the City is held to:  
(A) 15 Business Days – The Administrative Review: is the time frame utilized to determine if the application information is complete; if the fee has been paid; and if all necessary attachments have been provided per regulations or guidelines.  
(S) 20 Business Days – The Substantive Review: is the time frame utilized to complete the technical review of the submitted documents and



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determine if comments are to be transmitted back to the applicant  
requiring corrections / material changes or if the documents may be  
approved.

**Question 28:** Section VII Offer Form (Page 97).

Are all the four identification numbers (Arizona Sales Tax No., Use Tax No. for Out-of-State Suppliers, City of Phoenix Sales Tax No. and Arizona Corporation Commission File No.) mentioned in the Offer form required to be submitted with the proposal or is the submission of any one of them along with the certificate of good standing to do business in the State of Arizona good enough to meet the requirements of this form?

**City's Response:** Please complete and provide all applicable numbers. The City will not  
enter into a contract with an Offeror who does not comply with Section I  
Instructions, Item 9 Business in Arizona. The information will be verified  
by the City following the submittal date, and prior to contract award.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_