



CITY OF PHOENIX

**COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF PHOENIX
AND AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MOBILITY**

CITY OF PHOENIX CONTRACT NO. 163935--0

COOP 25-0615 PHOTO ENFORCEMENT - REQUIREMENTS CONTRACT

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SECTION I – AGREEMENT

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COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF PHOENIX AND AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MOBILITY.

This Cooperative Purchasing Agreement (“Agreement”), entered into upon signature and recording by the City Clerk’s department, as required by Phoenix City Code (“Effective Date”), is between the City of Phoenix, an Arizona municipal corporation (the “City”), and American Traffic Solutions, Inc. dba Verra Mobility. (“Contractor”) (each a “Party” and collectively the “Parties”).

RECITALS

- A. Following a competitive bid solicitation, Solicitation No. RFP-032023-075, the City of Scottsdale (“Original Governmental Entity”) negotiated with Contractor and entered into an agreement (the “Master Agreement”).
- B. The Master Agreement is attached hereto as Exhibit A and incorporated as if fully set forth herein.
- C. The Phoenix City Code authorizes the City Manager to participate in, sponsor, conduct, or administer any cooperative purchasing agreement for the procurement of any goods or services with one or more public procurement units and establish any regulations governing the City’s cooperative procurement program.
- D. The City Manager has authorized the use of this Agreement to purchase Photo Enforcement Equipment and Services.
- E. The City is permitted to enter into this Agreement as a Cooperative Member as referenced by the Master Agreement. As such, the City is permitted as a Co-Op Buyer to purchase the products and services under the Master Agreement. And the City desires to contract with Contractor for supplies, goods, and/or services that are identical (or nearly identical) to the supplies, goods, and/or services provided to the Original Governmental Entity as governed by the Master Agreement.
- F. Contractor consents to the City’s utilization of the Master Agreement as the basis of this Agreement and desires to enter into this Agreement to provide the products and services related thereto.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:



SECTION I – AGREEMENT

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1. TERM OF AGREEMENT: This Agreement will be effective upon the Effective Date, as described above, and shall terminate on March 31, 2026, with four one-year options to extend.
2. COMPENSATION: The City shall pay Contractor in accordance with the compensation as set forth in the Master Agreement and set forth as Exhibit C, City of Phoenix Pricing. The City shall use this Agreement on an as-needed basis and there shall be no guarantee or minimum amount as to spending hereunder.
3. TERMINATION / CANCELLATION: The City reserves the right to terminate this Agreement without cause, for any reason or no reason whatsoever, upon provision of thirty (30) days' written notice to Contractor. This Agreement may further be cancelled pursuant to A.R.S. § 38-511.
4. GOVERNING TERMS AND CONDITIONS: This Agreement shall be in accordance with the terms and conditions set forth in the Master Agreement. All applicable and relevant terms, conditions, requirements, and obligations owed by Contractor and subcontractors to the City of Scottsdale shall be equally owed to the City as a Co-Op Buyer under the Master Agreement. In addition, Contractor agrees to abide by any additional terms and conditions herein.
5. ORDER OF PRECEDENCE: In the event of a conflict in the provisions of this Agreement, the following will prevail in the order set forth below:
 - a. Section I – Agreement
 - b. Section II – Additional City Terms
 - c. Exhibit A – Master Agreement
 - d. Exhibit B – City of Phoenix Statement of Work
 - e. Exhibit C – City of Phoenix Pricing Schedule



SECTION II – ADDITIONAL CITY TERMS

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1. **BACKGROUND SCREENING:** Contractor acknowledges that the City, pursuant to Administrative Regulation 4.45 (“Contract Worker Background Checks”), must incorporate background screening language into relevant City contracts, and Contractor shall comply with security measures as requested by the City in compliance with relevant laws and regulations. To that end, and as applicable, Contractor agrees to abide by the following requirements:

- a. Commodity purchases will not require background screening of Contract Workers so long as said Contract Workers do not have responsibility for and/or access to City identified critical infrastructure sites, City networks or data, cyber/IT/Network assets, digital or cyber assets, workstations or servers (either remote access (VPN) or direct access). Professional services allowable under the City of Scottsdale Contract that require Contract Workers to have physical or electronic access to City facilities, systems, or data will require background and security checks and screening (collectively “Background Screening”) in accordance with City policy. Maximum level Background Screening will be required when Contract Workers will have responsibility for and/or access to City-identified critical infrastructure sites, City networks or data, cyber/IT/Network assets, digital or cyber assets, workstations, or servers (either remote access (VPN) or direct access). Contractor agrees to be bound by specific Background Screening requirements as may be demanded by City and documented in the relevant statement(s) of work for each applicable professional service engagement.
- b. Contractor agrees to furnish to the City results of any Background Screening(s) that are required pursuant to Section 1(a).

The background screening for maximum 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 at any time in the preceding seven years from the Contract Worker’s proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

- c. Contractor agrees that any Background Screening(s) required pursuant to 18.1 will be conducted at Contractor’s sole cost and expense, unless otherwise provided for in the statement(s) of work.



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- d. If applicable, the City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- e. **Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will abide by any applicable Background Screening requirements in all contracts and subcontracts for services furnished under this agreement.
- f. **Materiality of Background Screening Requirements; Indemnity:** Contractor's adherence to applicable Background Screening requirements is material to City's entry into this agreement, and any breach of these provisions will be deemed a material breach of this contract. 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.
- g. **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.
- h. **Contractor's Default; Reservation of Remedies for Material Breach:** If background screening is applicable the following will apply. If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:
- Contract Worker gains access to a City facility(s) without the proper badge or key;
 - Contract Worker uses a badge or key of another to gain access to a City facility;
 - Contract Worker commences services under this agreement without the proper badge, key or background screening;



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- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

i. **Employee Identification and Access:** Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).



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- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

j. **Key Access Procedures:** If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

k. **Stolen or Lost Badges or Keys:** Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

l. **Return of Badge or Key:** All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

m. **Badge and Key Fees:** The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee:	\$55.00 per applicant
Replacement/Lost/Stolen Badge Fee:	\$55.00 per badge
Replacement/Lost/Stolen Key Fee:	\$55.00 per key
Replacement Locks:	\$55.00 per lock

2. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor agrees to abide by the requirements of Chapter 18, Article V, of the Phoenix City Code. As such, Contractor shall 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. Contractor shall ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, sex, national origin, age,



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or disability, and shall 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 shall 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. Contractor 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 or job-consultant agreements of this Agreement entered by Contractor. 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 shall ensure that applicants are employed, and employees are dealt with during employment, without regard to their sexual orientation or gender identity or expression.

- 3. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Phoenix, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from the negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

In no event shall Contractor's liability under this Agreement exceed the insurance limits required by the contract. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

- 4. INSURANCE:** A current standard Acord Certificate is acceptable. Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution. **Additionally. Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.**



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4.1 Insurance Representations and Requirements

4.1.1 General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Phoenix. Failure to maintain insurance as specified may result in termination of this Contract at City of Phoenix's option.

4.1.2 No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Phoenix does not represent that coverage and limits will be adequate to protect Contractor. City of Phoenix reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Phoenix, unless specified otherwise in this Contract.

4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

4.1.5 Policy Deductibles and or Self-Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Phoenix. Contractor is solely responsible for any deductible or self-insured retention amount. City of Phoenix,



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at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Phoenix and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.7 Evidence of Insurance and Required Endorsements: Before beginning any work or services under this Contract, Contractor must furnish City of Phoenix with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Phoenix will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

- 1) City of Phoenix, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
- 2) Contractor's insurance must be primary insurance as respects performance of subject contract.
- 3) All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Phoenix, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
- 4) If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage



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4.2.1 Commercial General Liability: Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

4.2.2 Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

4.2.3 Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

4.2.4 Professional Liability: If the Contract is the subject of any professional services or work, or if Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, Contractor must maintain Professional Liability Insurance covering errors and omissions arising out of the work or services performed by Contractor or anyone employed by Contractor or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

5. **METHOD OF ORDERING AND INVOICING**: Contractor shall deliver items and/or services upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.



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Invoices must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- a. City purchase order number or shopping cart number.
 - b. Items listed individually by the written description and part number.
 - c. Unit price, extended and totaled.
 - d. Quantity ordered, back ordered, and shipped.
 - e. Applicable tax.
 - f. Invoice number and date.
 - g. Delivery address.
 - h. Payment terms.
 - i. FOB terms.
 - j. Remit to address.
6. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period. Payments will be made for actual goods and services received and accepted by the City. Payment shall be made net forty-five (45) days effective after receipt of invoice or acceptance, whichever is later.
7. **NO ISRAEL BOYCOTT:** In accordance with the requirements of A.R.S. § 35.393.01 and subject to the applicability thresholds stated therein, Contractor certifies that is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.
8. **NO FORCED LABOR OR ETHNIC UYGHURS:** If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. **RECORDS:** The City's treatment of records in its possession and constituting public records shall be subject to the requirements of the Arizona Open Meeting



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Law, A.R.S. § 38.431 *et seq.*, and the Arizona Public Records Law, A.R.S. § 39.101 *et seq.* Contractor must clearly mark any confidential information provided to the City as “Confidential” to invoke confidentiality treatment pursuant to this Agreement.

10. **CONFIDENTIALITY**: “Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.



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Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

11. **DATA PROTECTION:** The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:

1. Process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining,



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even if the City's data has been aggregated, anonymized, or pseudonymized;

2. Implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
3. Not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
4. As applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
5. Take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;



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6. Maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 7. Allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
 3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
 4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies



SECTION II – ADDITIONAL CITY TERMS

CITY OF PHOENIX

injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.



SECTION III - SUBMITTALS/APPROVALS

CITY OF PHOENIX

Payment Terms & Options: 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. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

Contractor Information: Complete the following:

Company Name	American Traffic Solutions Inc
Mailing Address	1150 N Alma School Road
City, State, Zip Code	Mesa, Arizona 85201
Contact Person	Haley Smith
Telephone No.	623-707-7972
E-Mail Address	AccountsReceivableGS@verramobility.com
Arizona Sales Tax No.	20003354
City of Phoenix Sales Tax No.	
Arizona Corporation Commission File No.	F11167755
City’s Vendor Registration ID No.	



SECTION III - SUBMITTALS/APPROVALS

CITY OF PHOENIX

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

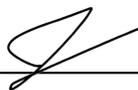
City of Phoenix,
an Arizona Municipal corporation
Jeffrey Barton, City Manager

By: 

Adriana Phillips
Assistant Finance Director

“Contractor”

American Traffic Solutions, Inc. dba
Verra Mobility

By: 

Name: Jon Baldwin

Title: EVP Government Solutions

Attest:



City Clerk

08/29/2025

Effective Date



APPROVED AS TO FORM,
Julie M. Kriegh, City Attorney

By: 

Karen L. Stillwell
Assistant Chief Counsel 08/25/2025





**Exhibit A – Master Agreement
Solicitation No. RFP-032023-075**

CITY OF PHOENIX

The following pages are the Master Contract between City of Scottsdale and American
Traffic Solutions, Inc. dba Verra Mobility

(Remainder of page left blank)



**CITY OF SCOTTSDALE
CITY SERVICES CONTRACT**

THIS CONTRACT entered into this 1st day of April, 2024, by and between the City of Scottsdale, an Arizona Municipal Corporation, the "City", and American Traffic Solutions dba Verra Mobility, the "Contractor".

WITNESSETH

The City desires to contract for a traffic safety Photo Enforcement Program; and

The Contractor is duly qualified to perform the requested non-professional services;

In consideration of the mutual promises and obligations, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

1.1 SERVICE DESCRIPTION

The entire Request for Proposal No. RFP-032023-075 identified as Photo Enforcement is incorporated herein by this reference as fully as if written out below. Contractor's proposal submitted in response to Request for Proposal Number RFP-032023-075 and dated May 24, 2023 is incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Request for Proposal conflicts with any provision of the Contractor's proposal, the provision of the Request for Proposal will control. If any provision of the Contractor's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task must be recorded and submitted to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

Contractor will be paid according to the Pricing Proposal forms submitted in the Contractor's proposal, attached as "Exhibit A" for reference.

As agreed by the City and Vendor, the attached pricing includes relocations of two fixed intersection enforcement camera systems at no cost to the City. The City will work with Contractor to determine what sites are in need of relocation.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.3.1 PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Ste 210
Scottsdale, Arizona 85251-4468

2.4 PRICE ADJUSTMENT

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall be for an initial two (2) year period. The City and Contractor may mutually agree to extend this Contract for three (3) additional one (1) year periods, upon the recommendation of the Contract Administrator, and concurrence of the Purchasing Director.

3.2 TERMINATION

Cancellation for Cause: City may also cancel this contract or any part of this contract with 7 days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least 30 days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is (contract administrator) or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Contractor will channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Contractor's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City may report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments unless required under federal or state law. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Alexandra (Alex) Curmatureanu, Account Manager
1150 N. Alma School Road, Mesa, AZ 85201
Alexandra.Curmatureanu@verramobility.com

In the case of City:

Alex Ristuccia, Police Traffic Program Supervisor
7601 E McKellips Rd, Bldg. A
Scottsdale, AZ 85257
aristuccia@scottsdaleaz.gov

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractor's performance of this contract. The City will have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The approval of the City must be obtained before the addition of any Subcontractors.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all-NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation, please indicate date of submittal. If your acceptable Affidavit is already on file with the City, that filing satisfies this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

4.24 ISRAEL BOYCOTT PROHIBITION

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

4.25 FORCED LABOR OF ETHNIC UYGHURS

Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it will not, use:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty

(180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

4.26 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.27 INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from the negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

In no event shall Contractor's liability under this Agreement exceed the insurance limits required by 5.2.1 of the contract. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

4.28 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc.

rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

- 5.1.2** No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.
- 5.1.3** Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- 5.1.4** Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- 5.1.5** Policy Deductibles and or Self-Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 5.1.6** Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 5.1.7** Evidence of Insurance and Required Endorsements: Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:
1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:

- a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
 3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
 4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

5.2.1 Commercial General Liability: Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.2 Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

5.2.3 Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase

Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

5.2.4 Professional Liability: If the Contract is the subject of any professional services or work, or if Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, Contractor must maintain Professional Liability Insurance covering errors and omissions arising out of the work or services performed by Contractor or anyone employed by Contractor or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

6.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

8.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

9.0 ADDITIONAL TERMS

9.1 Section 2.5 of the Request for Proposal is deleted in its entirety and replaced as follows: City is responsible for notifying Verra Mobility of any local (municipal) ordinance and code change. The City will notify Contractor no later than 15 days after adoption of a City ordinance and code change. Contractor will not be responsible for complying with any change in of any local (municipal) ordinance and code change, until such time as Contractor has been notified by City in writing of the change of any local (municipal) ordinance and code change. In the event of a change in of any local (municipal) ordinance and code change which would increase the cost of Contractor's provision of the Services, Contractor may propose a Fee increase to City. If the parties cannot mutually agree on the Fee change, Contractor may terminate this Agreement.

9.2 Section 14.2.7 of the Request for Proposal is deleted in its entirety and replaced as follows: In the event that a City initiated road work project causes Photo Enforcement equipment to be removed, damaged or relocated, the Contractor will be responsible for all costs related to repairing the site to working order, unless such repair is cost-prohibitive to the Contractor then the site shall not be required to be restored. The City shall not be responsible for costs for equipment or hardware (such as detection loops or violation lines) that are damaged as a result of routine or emergency maintenance activities performed by City employees or City contractors, except where caused by the negligence or willful misconduct of the City. The City, or any City subcontractor, shall give the Contractor at least 72 hours advanced notice before such City initiated road work begins to allow Contractor time to protect and secure its equipment.

9.3 Section 17.21 of the Request for Proposal is deleted in its entirety and replaced as follows: The Contractor shall be responsible for mailing an approved citation or Notice of Violation correspondence by no later than the following business day, after approval by the Scottsdale Police Department Staff, unless such approval is after 2:00 pm AZ time, then no later than two (2) business days after such approval.

- 9.4** Section 18.5 of the Request for Proposal is deleted in its entirety.
- 9.5** Section 21.2 of the Request for Proposal is deleted in its entirety and replaced as follows: The Contractor shall be responsible for mailing an approved citation or Notice of Violation correspondence by no later than the following business day, after approval by the Scottsdale Police Department Staff, unless such approval is after 2:00 pm AZ time, then no later than two (2) business days after such approval.

PRICING PROPOSAL FORM – PAGE 1 of 4



PHOTO ENFORCEMENT

RFP-032023-075

PHOTO ENFORCEMENT PRICING

ITEM	DESCRIPTION	UNIT COST	EST QTY	EXTENDED TOTAL
Item 1A	Intersection Enforcement Camera System (Minimum of five (5) systems)	\$0 (Initial Installation Cost for existing sites)	5	\$0.00
		\$2,000 (Monthly Operation Fee per system)	12 MTS	\$24,000.00
		\$20.00 (Successful Disposition Citation Fee- Red Light or Speed)	1	\$20.00
ITEM #1 GRAND TOTAL				\$24,020.00

ITEM #	DESCRIPTION	UNIT COST	EST QTY	EXTENDED TOTAL
Item 2A	Mobile (Vehicle) Photo Radar System*	\$0 (Initial Cost for existing units)	1*	\$0.00
		\$3,000 (Monthly Operation Fee per unit)	12 MTS	\$36,000.00
		\$20.00 (Successful Disposition Citation Fee)	1	\$20.00
Item 2B	Portable (non-vehicle) Photo Radar System*	\$0 (Initial Cost for existing units)	1*	\$0.00
		\$3,000 (Monthly Operation Fee)	12 MTS	\$36,000.00
		\$20.00 (Successful Disposition Citation Fee)	1	\$20.00
ITEM 2 GRAND TOTAL				\$72,040.00

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

PRICING PROPOSAL FORM – PAGE 2 of 4



PHOTO ENFORCEMENT

RFP-032023-075

ADDITIONAL SERVICES

DESCRIPTION	COST OF ADDING A SITE	COST OF MOVING A SITE	COST FOR EACH ADDITIONAL UNIT
Intersection Enforcement Camera System	\$65,000	\$65,000	N/A
Mobile Photo Radar System	N/A	N/A	\$89,500
Portable Photo Radar System	N/A	N/A	\$40,000

Identify the initial fee to be charged to the City, for each of the systems above.

State the fee for each citation that has a successful disposition plus the amount of the fixed monthly fee for each item listed above.

Item 1A: A minimum of five (5) intersection enforcement camera systems are required.

Item 2A & 2B: A minimum of one (1) each mobile and portable photo radar units are required.

The amount of the fee per citation may not differ for speeding and red light violations. Identify pricing variations for single and multiple intersection approaches, if applicable.

****NOTE: (The successful disposition of a citation means that the violator pleads or is found responsible or successfully completes defensive driving school.)**

The Contractor must also include in its Pricing, a fixed total installation cost per site and per vehicle, should the City elect to add one or more additional sites or vehicles (as appropriate) for the systems (Items) listed above.

The fees for each above option shall be based upon the Vendor providing a “turnkey” operating system as more fully described in Section 14, Turnkey Operation and shall include all necessary equipment for each system to be operational.

Pricing Note: Costs provided shall be fixed for the initial twelve (12) months of the agreement. Unit cost may increase after the initial twelve (12) month term by the CPI according to the average change during the prior year Consumer Price Index for all Urban Customers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

PRICING PROPOSAL FORM – PAGE 3 of 4



PHOTO ENFORCEMENT

RFP-032023-075

PROCESS SERVICE FEES

Vendor shall provide process service fees associated with performing each type of required task:

ITEM	FEE DESCRIPTION	AMOUNT
1	Flat Fee for Service: Maricopa County	\$48.00
2	Flat Fee for Service: Outlying AZ Counties	\$67.00

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

If Applicable, Contractor's License Number and Classification: ROC 317548 General Commercial A General Engineering

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

PRICING PROPOSAL FORM – PAGE 4 of 4



PHOTO ENFORCEMENT

RFP-032023-075

ADDITIONAL PRODUCTS/SERVICES AND PRICING

The Offeror is encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this solicitation but are directly related to the items and products requested by the City herein and offered by the Offeror.

Additional products, services and proposed pricing should be noted below and identified in the Offeror’s submittal document.

This is not a requirement of the proposal. The information contained herein which references additional products, services and pricing is not a condition of the Evaluation Criteria or a condition of the award. The City may or may not consider these additional products or services at the initial award; however, the City reserves the right to consider these items for potential use throughout the contract period.

The following is hereby requested with no guarantee of ordering and no estimated quantities.

ITEM	ADDITIONAL PRODUCTS / SERVICES	PRICE / FEE
		\$ _____
		\$ _____

If Applicable, Contractor’s License Number and Classification: ROC 317548 General Commercial A General Engineering

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

ISSUING AGENCY – CITY OF SCOTTSDALE	
	FORMAL REQUEST FOR PROPOSAL PHOTO ENFORCEMENT RFP-032023-075

CRITICAL DATES	
PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M. LOCAL TIME, MAY 17, 2023</u>
QUESTIONS DUE:	<u>2:00 P.M. LOCAL TIME, MAY 10, 2023</u>

SUBMITTAL RECEIPT AND OPENING	
<p>The City of Scottsdale is utilizing Bonfire Interactive to provide a procurement portal that allows access to business opportunities and to submit bids and proposals electronically. If you are not registered as a City of Scottsdale Bonfire vendor visit the Bonfire portal at <u>City of Scottsdale, AZ (bonfirehub.com)</u> then follow the link to the Bonfire vendor registration page to register your company. Registration is <u>easy and free</u>. If you have any challenges with the registration process, please contact Bonfire Interactive Support at <u>support@gobonfire.com</u>.</p> <p>SEALED SOLICITATION SUBMITTALS WILL BE ELECTRONICALLY RECEIVED until the time and date stated in the portal and in the CRITICAL DATES section of the solicitation document. It shall be the responsibility of the proposer to confirm that proposals contain all required documents and are submitted electronically through the City of Scottsdale procurement portal at: <u>City of Scottsdale, AZ (bonfirehub.com)</u>.</p> <p>LATE SUBMITTALS WILL NOT BE ACCEPTED The Purchasing office will conduct a remote/online Microsoft Teams Live Event meeting for the public opening of the solicitation. To virtually attend this meeting, visit us online by clicking the following link <u>RFP-032023-075</u></p> <p>It is strongly recommended you begin your submission upload process at least one (1) day prior to the deadline. Any technical or internet-related issues that may arise during your submission are not grounds to extend the deadline.</p>	

INFORMATION REQUESTS	
<p>Requests for any information relating to this solicitation should be directed to the purchasing staff listed below:</p> <p style="text-align: center;">Eveline Vanda 480-312-5719 evanda@scottsdaleaz.gov</p> <p>Bidders shall not contact any City of Scottsdale employee, officer, or director other than purchasing regarding this solicitation until after the award of a contract. Any such unauthorized contact may result in bidder being disqualified from further consideration.</p>	

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

The Instructions to Bidders and General Terms and Conditions for formal solicitations, are listed as attachments A and B as outlined below and shall be downloaded by prospective Bidders as part of the solicitation.

Attachment A - Formal Solicitation Instructions to Bidders (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).

Attachment B - Formal Solicitation General Terms and Conditions (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).

Attachment C- Sample City Services Contract (current version at time of posting). Additional contracts/service agreements may be added.

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SECTION 1 - INTRODUCTION



PHOTO ENFORCEMENT

RFP-032023-075

1. **INTENT**

- 1.1 The City of Scottsdale (City) is soliciting proposals for a Photo Enforcement Program that shall include Process Service and education and awareness programs.
- 1.2 The Photo Enforcement program shall include Mobile Speed Photo Radar Vehicles, Portable Speed Photo Radar Units (*also referred herein as Mobile/Portable Photo Radar Units*), and Intersection Camera Enforcing Speed and Red Light violations (*herein referred to as Intersection Enforcement Camera Systems*).
- 1.3 The purpose of this program is increased public safety through the enforcement of traffic laws associated with red light traffic signal and speed limit violations. The goal of the Scottsdale Police Department is to reduce the number of collisions and related injuries and property damage within the City of Scottsdale.
- 1.4 The City is also interested in exploring additional available Photo Enforcement solutions based on new technology, not otherwise specified. Bidding firms are welcome to provide additional options/pricing and availability. The City makes no guarantee of accepting these additional options.
- 1.5 The Contract Administrator for the resulting contract shall be the Police Traffic Program Supervisor or designee.

2. **PROJECT OBJECTIVES**

- 2.1 The City intends to analyze current crash data to provide the awarded contractor the locations that shall be enforced under this contract. At this time, the City has not determined the enforcement locations.
- 2.2 The enforcement systems will consist of Intersection Enforcement Camera Systems, Mobile Speed Photo Radar Vehicles, Portable Speed Photo Radar Units or a combination of any of these.
- 2.3 The areas of enforcement and priority will focus on high collision areas, school zones, areas identified by Traffic Engineering and citizens' complaints.
- 2.4 The Intersection Enforcement Camera Systems shall operate in conjunction with existing traffic signals.
- 2.5 During the course of the contract, if any State legislation is made regarding Photo Enforcement, the Contractor shall be responsible for all fees associated with changes to processes or equipment necessary to comply with the new legislation; including but not limited to: intersection definition changes, new loop and sensor relocation, etc.
- 2.6 All systems shall require issuance of a citation, traffic violation correspondence and complaint processing system.

2.7 It is important to the City that the Contractor partner with all City Departments to provide increased education, safety and awareness program.

3. BACKGROUND

3.1 During the previous five (5) year contract, the City operated eleven (11) intersection Red Light/Speed on Green Enforcement systems, and four (4) Mobile Speed Enforcement Units.

3.2 The City shall evaluate selected enforcement locations with an assessment of collision history and high violation areas determined by industry standards.

3.3 The following numbers of violations and citations by type and by year signify the most recent enforcement history of the *Photo Enforcement Program* for the years 2019, 2020, 2021.

3.4 These figures were compiled using eleven (11) Red Light Speed on Green camera systems at one approach, and four (4) Mobile Speed Enforcement units.

3.5 The following is a list of abbreviations used in the tables below and their meanings:

- NOV refers to Notice of Violations
- DDC refers to Defensive Driving Course

3.6 TABLE: **VIOLATIONS CAPTURED (CITATIONS AND NOV's)**

YEAR	RED LIGHT VIOLATIONS	SPEED VIOLATIONS
2019	10,620	58,753
2020	10,028	71,327
2021	11,920	83,534

3.7 TABLE: **CITATIONS FOR RED LIGHT AND SPEED**

YEAR	RED LIGHT VIOLATIONS	SPEED VIOLATIONS
2019	4,583	33,380
2020	3,374	37,209
2021	5,214	44,390

3.8 TABLE: **TOTAL ADJUDICATED CITATIONS (FINDING OF COMMITTED+DDC ATTENDANCE):**

YEAR	CITATIONS	
2019	24,236	
2020	22,857	
2021	26,160	

SECTION 2 – STATEMENT OF NEED



PHOTO ENFORCEMENT

RFP-032023-075

4. **PHOTO ENFORCEMENT SYSTEMS TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

- 4.1 Each photo enforcement camera system shall be equipped to detect a violating vehicle, activate the camera system, and produce color images of the vehicle front and rear.
- 4.2 Digital camera technology is required.
- 4.3 Each system must be capable of clearly photographing and recording the identification of the driver of the vehicle that is reasonably believed to have been operating the vehicle in a manner violating the posted speed limit or failing to stop for a red traffic signal.
- 4.4 Cameras shall be capable of consistently obtaining an image of the front of those vehicles so as to clearly identify any driver.
- 4.5 Cameras must also obtain a clear image of the rear of vehicles so as to clearly identify the rear license plate.
- 4.6 Images shall be clearly discernible and visible to the naked eye without the use of enhancement equipment.
- 4.7 Each system must be capable of consistently photographing drivers and license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.
- 4.8 Each system must be capable of performing internal calibration tests for speed measurement accuracy and functionality for both mobile and fixed sites.
- 4.9 Test failures must prevent further operation of the unit, until the unit is properly functioning.
- 4.10 The internal test shall provide a visual and/or auditory signal clearly indicating the operational accuracy or lack thereof.
- 4.11 A series of error messages must be displayed to inform the operator of the problems with the system, while in the deployment mode.
- 4.12 The City's Contract Administrator must be immediately (same day) notified of any problems with cameras including down time, inability to upload data, or errors that could impact the validity of the citation(s).

- 4.13 The Contractor shall be responsible for all actual costs to the City attributable to Contractor error.
- 4.14 Each speed and red light system shall be capable of accurately measuring speeds and recording clear images of vehicles and drivers either approaching or driving away from the camera.
- 4.15 Each system shall be capable of gathering detailed computer data for statistical analysis and histograms for submission at hearings.
- 4.16 The Contractor shall produce monthly reports of activity and individual histograms for court and contract oversight purposes.
- 4.17 Each system shall be capable of accurately monitoring several traffic lanes at once.
- 4.18 The City, at its sole discretion, reserves the right to reject any equipment that does not meet adequate technical standards.
- 4.19 Cameras shall have the ability to operate effectively during periods of nighttime operation and all-weather conditions, including extreme heat as experienced in Scottsdale with summer ambient temperatures reaching upwards of 120° degrees Fahrenheit.
- 4.20 There shall be no minimum number or quota of violations to be generated through the use of the photo enforcement technology.
- 4.21 For red light camera systems, the delay shall be set to take photographs of vehicles which enter the intersection at a length of time (after the signal light has turned red) as determined by the City's Contract Administrator.

5. MOBILE SPEED (VEHICLE) PHOTO RADAR UNIT

- 5.1 The Contractor shall deploy Mobile Speed Photo Radar unit in complaint areas and areas directed by the Contract Administrator in and around the City.
- 5.2 The Mobile Speed Photo Radar unit shall have the ability to fit into confined spaces and not block traffic.
- 5.3 The Mobile Speed Photo Radar unit must be easily moved to be deployed from location to location.
- 5.4 The Contractor is not required to have Contractor's personnel manning the Mobile Speed Photo Radar unit during the deployment.
- 5.5 The Contractor shall provide a minimum of two (2) fully equipped and automated Mobile and/or Portable Speed Photo Radar Units.
- 5.6 The Contractor shall provide additional Mobile Speed Photo Radar units upon request of the City of Scottsdale at Contract pricing.

6. MOBILE SPEED RADAR SYSTEMS TECHNICAL SPECIFICATIONS AND REQUIREMENTS

- 6.1 The Contractor's Mobile Speed Radar equipment 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.
- 6.2 The Contractor's Mobile Speed Radar equipment external tuning fork calibration tests shall be required at the start and end of each deployment.
- 6.3 The Contractor's Mobile Speed Radar equipment calibration test documentation shall include the Serial Number of each unit being tested and the serial number of the Tuning Fork used.

- 6.4 The Contractor's technicians must be prepared to testify in City Court at the expense of the Contractor.
- 6.5 Each Mobile Speed Radar system (which encompasses both speed and photo radar vehicles and units) shall contain sufficient imaging, radar, computer and any other associated equipment needed to record, document and track a vehicle and driver believed to be violating the posted speed limit under all weather conditions.
- 6.6 Each Mobile Speed Radar system shall be equipped with a computer interface.
- 6.7 Each Mobile Speed Radar system shall be capable of monitoring several (at least 3) lanes of traffic and capturing clear images within each lane.
- 6.8 Each Mobile Speed Radar system shall be capable of recording a violation and providing video to police to be used for review.
- 6.9 Mobile Speed Radar Systems shall have the ability to operate effectively during periods of all weather conditions, including extreme heat as experienced in Scottsdale with summer ambient temperatures reaching upwards of 120 degrees Fahrenheit.

7. VEHICLE REQUIREMENTS

- 7.1 The Contractor is responsible for providing each Mobile Speed Photo Radar vehicle which shall be approved by the City's Contract Administrator.
- 7.2 All Mobile Speed Photo Radar Vehicles must be able to negotiate a variety of roadway conditions and be able to be deployed in confined areas.
- 7.3 Contractor's vehicles shall have the following as minimum equipment:
 - 7.3.1 Current AZ registration and emissions stickers, if required
 - 7.3.2 Solid white exterior
 - 7.3.3 Operating cellular telephone if occupied
- 7.4 Each vehicle shall be marked with Scottsdale Police and Photo Enforcement decals.
- 7.5 The City of Scottsdale will be responsible for purchasing the markings.
- 7.6 The markings shall be applied consistent with City standards.
- 7.7 In the event that the Contract terminates, the Contractor shall allow the City at least two (2) weeks after the termination of the Contract to remove any contents owned by the City.
- 7.8 Markings shall comply with specifications relating to Mobile Speed Photo Enforcement Vehicles, as listed in A.R.S.§28-1204E, as presently worded or as amended during the life of the contract.
- 7.9 The Contractor shall be responsible for all repairs, maintenance, registration and licensing, insurance, fueling, etc., as required to operate each vehicle.

8. OPERATION OF MOBILE SPEED PHOTO RADAR UNITS / CONTRACTOR STAFFING

- 8.1 The Contractor shall transport the Mobile Speed Photo Radar Unit(s) to the enforcement location(s), and ensure it is capable of deployment at the specified date/time, etc.
- 8.2 The Contractor is not required to remain with the Mobile Speed Photo Radar Unit(s) during operation.

- 8.3 The Scottsdale Contract Administrator shall have final and sole authority to determine which locations will receive Photo Enforcement.
- 8.4 Deployment shall mean the vehicle is at a specified deployment site, is operational and capable of registering violation images.
- 8.5 The City intends to deploy Mobile Speed Photo Radar unit(s) twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, not including established or needed maintenance. The City's Contract Administrator will determine the exact location(s) and deployment hours, as needed.
- 8.6 The City may choose to deploy Mobile Speed Photo Radar units in varying time lengths, anywhere from one (1) to thirty (30) days at a time. The City intends to schedule deployment location changes on Mondays and Fridays but may be subject to change at any time.
- 8.7 The City's Contract Administrator, in cooperation with Traffic Engineering, will select the specific locations to be monitored based on criteria related to high collision locations, school zones, and citizen complaints.
- 8.8 The City's Contract Administrator will notify the Contractor of all accepted deployment locations seven (7) calendar days prior to actual deployment.

9. *PORTABLE SPEED (NON-VEHICLE) PHOTO RADAR UNITS*

- 9.1 During the previous contract, the City successfully deployed multiple Portable Speed Photo Radar Units in confined school zone and park locations, which provided a smaller footprint to enforce speed limits. As a result, the City will continue to request deployment of Portable Speed Photo Radar Units in confined locations.
- 9.2 The Portable Speed Photo Radar Units shall be deployed in school zones and areas in the City as directed by the Contract Administrator.
- 9.3 The Contractor shall not be required to provide an operator for a deployed Portable Speed Photo Radar Units.
- 9.4 The Portable Speed Photo Radar Units cannot block traffic, walkways, or driveways.
- 9.5 The Portable Speed Photo Radar Units must be secure from tampering and damage to the Units, camera and other hardware.
- 9.6 The Portable Speed Photo Radar Units must be easily moved to be deployed from location to location.
- 9.7 The Portable Speed Photo Radar Units, depending on the design, may be left on site. The City of Scottsdale shall have the final option to decide whether any part of the Portable Unit can be left on site.
- 9.8 The City will evaluate the Portable Speed Photo Radar Units from the Contractor and determine if they are wanted and the number to be ordered.
- 9.9 The Portable Speed Photo Radar Units shall be capable of performing calibration tests.
- 9.10 The Portable Speed Photo Radar Unit calibration tests shall be required at the start and end of each deployment.

- 9.11 The Portable Speed Photo Radar Unit calibration test documentation shall include the Serial Number of each unit being tested and the serial number of the tuning fork, if used.
- 9.12 Each Portable Speed Photo Radar Unit shall be capable of providing a video recording of each violation to be used by police during review.
- 9.13 The Contractor's technicians must be prepared to testify
- 9.15 The City's contract administrator will notify the Contractor of all accepted deployment locations seven (7) calendar days prior to actual deployment.
- 9.16 Deployment shall mean the portable unit is at a specified deployment site, is operational and capable of registering violation images.
- 9.17 The City intends to deploy Portable Speed Photo Radar unit(s) twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, not including established or needed maintenance. The City's Contract Administrator will determine the exact location(s) and deployment hours, as needed.
- 9.18 The City may choose to deploy Portable Speed Photo Radar units in varying time lengths, anywhere from one (1) to thirty (30) days at a time. The City intends to schedule deployment location changes on Mondays and Fridays but may be subject to change at any time.
- 9.19 The City's contract administrator, in cooperation with Traffic Engineering, will select the specific locations to be monitored based on criteria related to high collision locations, school zones, and citizen complaints.
- 9.20 The Contractor shall provide additional Portable Speed Photo Radar Units upon request of the City of Scottsdale at Contract pricing.
- 9.21 Portable Speed Photo Radar Systems shall have the ability to operate effectively during periods of all weather conditions, including extreme heat as experienced in Scottsdale with summer ambient temperatures reaching upwards of 120 degrees Fahrenheit.

10. INTERSECTION ENFORCEMENT CAMERA SYSTEMS

- 10.1 Each system shall be defined as inclusive of all equipment and personnel required to complete the operation of an intersection camera enforcing Speed and Red Light violations.
- 10.2 The Contractor shall install all hardware including the traffic loops or sensor array.
- 10.3 The required hardware shall include, at a minimum, all computer interfaces, software, cameras, flash strobes, sensor arrays or loops, wiring, and any necessary appurtenances to provide a fully functional system.
- 10.4 The Contractor shall provide intersection enforcement camera systems for one (1) approach to a minimum of five (5) intersections, subject to the City's right to determine the number of sites per Section 10.6.
- 10.5 The Contractor shall provide the appropriate number of camera sets to monitor those five (5) systems.
- 10.6 The City reserves the right to determine location and number of sites as it may deem appropriate at the commencement of the Contract. In addition, the City reserves the right to move/relocate existing systems during the life of the Contract, upon request of the Contract Administrator.

- 10.7 The Contractor shall provide additional Intersection Enforcement Camera System(s) upon request of the City of Scottsdale Contract Administrator subject to Contract pricing.
- 10.8 One camera system shall be capable of monitoring all through traffic in one direction at one intersection.
- 10.9 Each camera system shall also have sufficient computer and any other associated equipment necessary to record, document and track for record keeping and court purposes, a vehicle and driver entering an intersection against a red traffic signal in violation of ARS 28-645A3(a)
- 10.10 Each camera system shall also be capable of detecting and generating color images of vehicles that enter the intersection on a green or yellow signal light in violation of ARS 28-701(A) (Speed Greater than Reasonable and Prudent).
- 10.11 Each system shall also have sufficient computer and any other associated equipment necessary to record, document and track for record keeping and enforcement purposes, the vehicle and driver detected committing a speed violation.
- 10.12 The City shall have sole and final authority to designate intersections and the approaches to be monitored.
- 10.13 The Intersection Enforcement Camera Systems shall be monitored, calibration checked, and serviced by the Contractor's technicians as directed by the City's Contract Administrator.
- 10.14 The Contractor's technicians must be prepared to testify in City Court at the expense of the Contractor.
- 10.15 Each Intersection Enforcement Camera System shall have the capability of generating color images of both the front and rear of a vehicle that is believed to have entered an intersection on a red traffic signal while traveling straight through the intersection.
- 10.16 Each Intersection Enforcement Camera System shall have the capability of providing a video recording of each violation to be used by police during review.
- 10.17 Each of the camera systems placed at locations shall be operated on a twenty-four (24) hour basis, barring downtime for repairs and maintenance.
- 10.18 Malfunctions in the Intersection Enforcement Camera Systems shall not interfere with the continued operation of any traffic control system.
- 10.19 On a monthly basis the Contractor shall physically inspect each approach and site for proper signage, visibility, and functionality. All signs must be in compliance with the City's Design Standards & Policies Manual. Any deployment not in compliance will be suspended pending proper signage compliance and approval by the City's Contract Administrator.
- 10.20 The Contractor shall also conduct a minimum of one (1) independent speed verification at each site every 90 days.
- 10.21 The Contractor's independent speed verification shall be done with a certified and calibrated instrument and be performed in a manner agreed upon by the City's Contract Administrator.
- 10.22 The Contractor's independent speed verification tests must confirm the accuracy of the system in accordance with the Contractor's system specifications.
- 10.23 The Contractor shall immediately shutdown enforcement of any lane or approach that does not pass the speed verification tests.

- 10.24 The City's Contract Administrator shall be notified the same day.
- 10.25 The Contractor shall not re-open lane or approach for speed capture until problems are resolved and the lane or approach has been re-verified for speed capture.

11. *INSTALLATION OF INTERSECTION ENFORCEMENT CAMERA SYSTEMS*

- 11.1 The Contractor shall be responsible for complete installation of each Intersection Enforcement Camera Systems except for connections to the City's traffic signal systems made inside a traffic signal cabinet.
- 11.2 All installations shall be in accordance with all current professional standards as set forth by the City of Scottsdale Transportation and Streets Department, the Arizona Department of Transportation, and the Manual on Uniform Traffic Control Devices (MUTCD).
- 11.3 The Contractor shall work in conjunction with the City of Scottsdale Transportation and Streets Department and the ITS Signals Supervisor, in all matters related to City traffic signal connections.
- 11.4 The Contractor shall ensure that a traffic barricade plan is submitted to the City for approval for any work being performed in the roadway by either the Contractor or its Subcontractor.
- 11.5 The Contractor is required to obtain all required work permits and comply with all the requirements set forth in it.
- 11.6 Any damage to the roadway caused by the installation (and/or maintenance) of the Contractor's equipment shall be repaired to the satisfaction of the City of Scottsdale Street Operations Division, and at the cost of the Contractor.
- 11.7 All of the Contractor's installation processes shall conform to local, state, and federal requirements and guidelines and be approved by the City of Scottsdale Transportation and Street Department.
- 11.8 Installation of loops must be in compliance with ADOT and CALTRANS specifications.
- 11.9 Loops installed within pedestrian crosswalks shall be done in a manner that does not leave any rough surfaces.
- 11.10 The City's traffic signal equipment meets NEMA (National Electrical Manufacturers' Association) Traffic Control Systems Standards.
- 11.11 The City of Scottsdale uses Econolite Cobalt Controllers.
- 11.12 The Contractor's equipment shall meet or exceed present and future NEMA Traffic Control Systems Standards and be compatible with Econolite Cobalt Controller Standards as published in the City of Scottsdale "Design Standards and Policies Manual," Section 5.4, as they relate to interconnection compatibility with signal equipment.
- 11.13 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.
- 11.14 The Contractor's system shall provide a convenient means of disconnecting the power for the Photo Enforcement System from the traffic signal system.
- 11.15 The City's Contract Administrator shall retain the right to disconnect the Contractor's system from the traffic signal system when, in the opinion of the City's Transportation and Streets Department,

it is in the City's best interest to do so for purposes of maintenance, repair, troubleshooting, or other reasons related to the proper operation of the traffic signal system.

- 11.16 The Contractor's camera system shall monitor status of the traffic signal via field terminals (120 VAC).
- 11.17 The Contractor shall coordinate with the local utility company in the area of each installation to provide the most convenient and economical source of power.
- 11.18 The City agrees to assume any additional expense for power should such a connection be made directly to an existing power source currently located in conjunction with a traffic signal cabinet or street light service.
- 11.19 However, the Contractor shall provide a separate circuit breaker should this power originate from the same disconnect as the traffic signal and it shall be well marked.
- 11.20 In ground loop placement, maintenance, and timing sequences for camera activation shall be the responsibility of the Contractor at the direction of the City's Contract Administrator after consultation with the Contractor and Traffic Engineering.
- 11.21 Installation shall be accomplished at night and in a manner so as to minimize disruption to traffic flow.
- 11.22 The Contractor shall replace any City owned traffic signal equipment damaged by the Contractor or his Subcontractor including loops, controller equipment etc., at the Contractor's expense.
- 11.23 Locating of loops and other underground facilities, as required by Arizona State Law, shall be the responsibility of the Contractor. This is commonly referred to as "Blue Staking" because the one-call system for underground facilities in this area is called "Arizona 811".

12. DISPOSITION OF CAMERA EQUIPMENT SYSTEMS (HARDWARE)

- 12.1 Upon termination of this Contract, for whatever reason, the City shall take ownership at no additional cost of the following system components:
 - All below ground conduit, wiring, detection loops and piezos
- 12.2 Contractor shall be responsible for removal at their own expense and shall retain ownership of:
 - All detection system poles
 - All detection system control cabinets
 - All still cameras
 - All video cameras
 - All flash units
 - All computer components connected to the above listed items

13. CONTRACTOR'S COMPUTER SYSTEM DUTIES AND RESPONSIBILITIES

- 13.1 The Contractor shall pay costs associated with programming requirements to accommodate the transferring of information to and from the Court and any modifications to the Court case management system.
- 13.2 Any software developed by the Contractor must be compatible with the Court's software/database.

- 13.3 The Contractor shall be able to transmit and accept pipe-delimited files via Secure File Transfer Protocol (SFTP) and maintain an FTP site for accommodating these transfers.
- 13.4 The transferred file(s) shall be transmitted to the FTP site after 12:00 am and prior to 5:00 am daily (seven [7] days a week).
- 13.5 The FTP site shall be operational twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
- 13.6 The FTP process shall be changing to an IBM MQ XML based messaging process. The contractor shall need to adopt this method when the Court adopts this method.
- 13.7 The Contractor shall be able to accept a daily (7 days a week) electronic transfer from the Court.
- 13.8 The electronic transfer contains the following required fields (Please note: This list may change due to changes in the Court software or changes required by law):
- Case numbers for imported citations
 - Court dates
 - Disposition updates
 - Under Advisement notice
 - Process service notifications
 - Case amendments
 - Address updates
 - Bad address notification
 - Notice of Appearance
 - Lack of jurisdiction dismissal notifications
- 13.9 The contractor shall be required to provide a daily (7 days a week) electronic transfer to the Court in a format compatible with the Court's database. This transfer contains (not an all-encompassing list, will be updated if necessary):
- 13.9.1 New citations for filing – the following transfer list contains all the required fields. (Please Note: This list may change due to changes in the Court software or changes required by law):
- Basic citation information
 - Court designated charge codes
 - Driver license class
 - Camera code that uniquely identifies the installation that took the photo
 - Unique ID that would identify the incident/citation in the Contractor's system
 - Name of the corresponding citation image file
- 13.9.2 Reissued citations from nomination /traffic violation correspondence (MUST be accompanied by a dismissal of the nominated citation)
- 13.9.3 Dismissal requests (MUST be accompanied by reissue if dismissal resulted from a reissuance)
- 13.9.4 Address updates
- 13.9.5 Process service package given to process service company
- 13.9.6 State cancelling process service
- 13.9.7 Affidavit of non-driver received (AofND)
- 13.9.8 AofND not accepted, letter sent to defendant
- 13.10 The contractor shall process all of the daily transfer(s) from the Court. Thereafter, the contractor shall transfer to the Court all updates to ensure that the transfer(s) are applied to contractor's records first.

- 13.11 The contractor shall provide the Court an electronic image of all citations filed in Portable Document Format (PDF) format. The image is to be transferred the same day as the citation is transferred.
- 13.12 The full requirements and layout of the transfer files, naming convention of transfer files and images, and the requirements for the citation image are located in the business rules.

14. TURNKEY OPERATION

14.1 A “turnkey” operation shall mean the Contractor shall provide all the necessary equipment associated with the enforcement systems, and all staff necessary to install, operate and maintain same as well as providing all necessary services including but not limited to:

- 14.1.1 Photographing vehicles allegedly not stopping for a red traffic signal or speeding;
- 14.1.2 Obtaining vehicle registrations, including out of state registrations;
- 14.1.3 Reviewing the photographs to ensure the license plate and driver are clearly visible;
- 14.1.4 Matching the vehicle make, model and type described in the registration information;
- 14.1.5 Performing quality control in the form of a second opinion as to the validity of the license plate and operator identification;
- 14.1.6 Generating a citation and photograph to be mailed to the violator;
- 14.1.7 Transferring electronic files of citation information to the City of Scottsdale Court and back;
- 14.1.8 Providing court testimony of those citations that are contested;
- 14.1.9 Provide a Toll Free 1-800 phone number and violation viewing website.

14.2 Turnkey shall include the following operations:

- 14.2.1 After the Contractor has performed its quality control examination in the form of a second opinion as to the validity of the license plate and operator identification, and before a citation is generated and the photograph mailed to the violator, all such information shall be forwarded to the City for final verification and authorization for the issuance of a citation and photograph mailing to the violator.
- 14.2.2 In the event that there is no response to the original citation mailed to the violator, within approximately thirty (30) calendar days a copy of the citation and a copy of the violator’s photograph shall be personally served on the violator in accordance with the Arizona Rules of Civil Procedure.
- 14.2.3 The Contractor shall be solely responsible for all process service. See Sections 31 through 34 for conditions of process service.
- 14.2.4 The Contractor shall be responsible for repairs, and maintenance of all equipment including, but not limited to, imaging, computer and camera/radar related equipment, vehicles and any other equipment and supplies necessary for complete operation.
- 14.2.5 The Contractor must make repairs within forty-eight (48) hours of any equipment malfunction.
- 14.2.6 Unless otherwise agreed upon by the City’s Contract Administrator, repairs that cannot be made within forty-eight (48) hours of malfunction shall be a violation and subject to liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)

14.2.7 In the event that a City initiated road work project causes Photo Enforcement equipment to be removed, damaged or relocated, the Contractor will be responsible for all costs related to repairing the site to working order. The City shall not be responsible for costs for equipment or hardware (such as detection loops or violation lines) that are damaged as a result of routine or emergency maintenance activities performed by City employees or City contractors.

- Repair and Maintenance of roadways are planned out according to the Streets Transportation budget per Fiscal Year. The anticipated street resurfacing schedule can be obtained online at <http://www.scottsdaleaz.gov/streets>
- Capital Improvement Projects are planned years in advance and the schedules for these projects can be found online @ <https://www.scottsdaleaz.gov/construction/project-list>

14.2.8 The Contractor must be capable of servicing all equipment, fixed or mobile, from a location within the Scottsdale/Phoenix Metropolitan Area.

14.2.9 The Contractor must provide staffing for any selected photo enforcement system and any additional support personnel necessary to address citizen concerns and processing of complaints in a timely, professional, and effective manner.

14.2.10 The Contractor's staff responsibilities shall include responding to phone inquiries from citizens, personal contact, requests to review photographs, and providing hearing dates and times at the direction of the Scottsdale City Court.

14.2.11 The Contractor shall provide all requested and associated equipment, materials, and personnel required to operate a citation processing system in cooperation with the Scottsdale City Court and the Scottsdale Police Department.

15. CONTRACTOR STAFFING

15.1 All third-party contractors who operate photo enforcement systems in Arizona are subject to private investigator licensing requirements as stated in Arizona Revised Statute ("A.R.S") 32-2401 -2462. Contractor's submittal must include copies of all applicable state required licenses.

15.2 The Contractor shall provide staffing for all speed camera enforcement including screening, hiring, scheduling, assigning, etc. at the direction of the City's Contract Administrator.

15.3 The Contractor shall staff and pay any associated costs of preparing for and making Court appearances.

15.4 The Contractor shall assure its support personnel shall provide Court testimony, address citizen's concerns and process complaints in a timely, professional, and accurate manner.

15.5 The Contractor's support staff shall be responsible for responding to phone inquiries from citizens, personal contact, requests to review photographs, and providing hearing dates and times at the direction of the Scottsdale City Court.

15.6 The Contractor shall maintain a sufficient number of background-checked employees to provide continuous, delay free service under this Contract.

15.7 Any and all of the Contractor's employees, including all owners, officers and subcontractor's that may perform the work under this Contract, are required to adhere to background investigation process and substance abuse screening.

15.8 The Contractor's staffing shall reflect upon the City of Scottsdale and the Scottsdale Police Department. The Contractor's personnel assigned to the City of Scottsdale Contract must be sensitive to the fact that they will be representing the City of Scottsdale and must be customer oriented and professional. The Contractor's personnel shall be required to:

- Be courteous at all times.
- Maintain a professional appearance and demeanor.
- Conform to grooming standards of the Scottsdale Police Department.
- Dress appropriately for Court appearances (males required to wear a tie).
- Refrain from use of tobacco products while in the vehicle housing a speed camera or in the public view.
- Adhere to a code of conduct to be agreed upon by the Contractor and the City's Contract Administrator.
- Possess good interpersonal and communication skills.
- Present testimony in Scottsdale City Court or appropriate appellate Court in a professional and accurate manner.
- Wear appropriate attire while in the Photo Enforcement vehicles (uniform, as agreed upon with City Contract Administrator).
- Provide accurate information

15.9 In addition, prior to engaging in work for the Contractor, personnel shall be required to submit to and provide proof of successful completion of a full state and federal criminal background investigation, together with the Substance Abuse screenings as set forth below.

15.10 The Contractor's employees who regularly come into direct contact with the public shall be clearly identifiable by individual uniforms with name badges, nametags or identification cards.

15.11 The Contractor shall assure that its employees serve the public in a courteous, helpful and impartial manner.

15.12 All employees of the Contractor in both field and office shall refrain from belligerent behavior and/or profanity.

15.13 Correction of any discourteous or belligerent behavior and language shall be the responsibility of the Contractor.

15.14 In the event a notice is received of allegations that the Contractor's employee(s) was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Contractor shall, within the time specified submit to the City's Contract Administrator, a written report, outlining the complete details of the incident.

15.15 The written incident report shall include the nature of the incident, time, date and location, together with the name, address and telephone number of the person alleging the violation.

15.16 The written incident report shall also include the name and title of the employee and what resolution or disciplinary action, if any, was taken.

15.17 The written incident report shall also include the action taken to re-contact the complaining party.

15.18 The Contractor shall maintain file of such written incident reports for the duration of the Contract and make them available upon request by the City's Contract Administrator.

15.19 The Contractor shall notify the City's Contract Administrator within twenty-four (24) hours, of any incident reflecting any of the above unacceptable conduct.

- 15.20 Failure to timely notify the City's Contract Administrator, of the above listed unacceptable conduct may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)
- 15.22 All Contractor personnel performing work under this Contract shall be subject to the prior and continuing approval of the City of Scottsdale's Contract Administrator.

16. CITATION GENERATION AND PROCESSES

- 16.1 The City will perform the Police Authorization Phase of the Citation process in-house.
- 16.2 The Contractor shall perform all Quality Control stages up to, but not including the Police Authorization stage.

17. IMAGES / PHOTOGRAPHS / VIDEO

- 17.1 The Contractor shall ensure there are clear unobstructed digital images for each filed complaint.
- 17.2 The Contractor shall enlarge images for court purposes as required.
- 17.3 The contractor shall mail a violation photograph or a high-quality copy of the photograph to the violator along with the citation.
- 17.4 The contractor shall pay for the printing and mailing costs for the citations and photographs or copies of photographs.
- 17.5 The contractor must be able to provide a duplicate copy of any generated violation image upon request of the Court or a citizen.
- 17.6 The Contractor's digital still photographs shall be in resolution of twelve (12) megapixels or greater. Digital still photographs capturing the rear of violator vehicles shall be of high enough quality to identify and read vehicle license plates, including temporary (paper) license plates issued by a Motor Vehicle Department. Digital still photographs capturing the front of violator vehicles shall be of high enough quality to clearly and easily identify drivers of vehicles in any enforced lane of a roadway. Exceptions shall be made for drivers with illegal license plate covers and/or illegal material on a windshield.
- 17.7 The Contractor's video capturing shall be at a minimum resolution of 1080p. All intersection and mobile/portable speed systems shall be capable of recording "24/7" rolling video of the enforced roadway. The video shall be stored and retained for at least thirty (30) days and shall be made available to the City and/or Contract Administrator within two (2) hours of request. Exceptions shall be made for video requests which exceed one (1) hour in length.
- 17.8 All digital images produced by the Contractor shall be used only for prosecution purposes and any other purpose authorized by the City's Contract Administrator.
- 17.8 All digital images, which result in the filing of a complaint, shall clearly show the following:
- A motor vehicle committing a suspected violation;
 - An image of the driver's face;
 - An unobstructed image of the rear license plate of the vehicle
- 17.9 All digital images shall include a data line with the following information imprinted upon the image but not obstructing the violation images:
- Day, month, year of the suspected violation.

- Time of the suspected violation (hh.mm.ss).
- Speed of the vehicle photographed.
- Traffic signal phase and time for both Red Light Phase and Amber Phase related to the captured violation (in the event of an intersection camera unit capturing a red light violation).
- Posted speed limit.
- Direction of the vehicle photographed.
- Operator/Technician identification code.
- Location code.
- Frame sequence number.
- A geographic location where the suspected violation occurred.

- 17.10 The Contractor shall provide a method for examination, retrieval, and reproduction of digital images, etc., for any photographed vehicle.
- 17.11 The Contractor shall provide to the City's Contract Administrator photographs of all violator vehicles bearing fictitious or altered plates
- 17.12 The Contractor shall perform ad hoc computer queries/reports when required to ascertain information related to any law enforcement purpose as requested by the City's Contract Administrator.
- 17.13 The Contractor shall provide digital still images and digital video clips from fixed and mobile detection systems for viewing to citizens who received the complaints through an Internet website.
- 17.14 No one shall be allowed to view a violation photograph of another person. The **exception** to this requirement allows adults to view the violation photograph received by their minor children.
- 17.15 Photos must be readily available for review by citizens for no less than one (1) year from the date of violation via a secure Internet website, created and maintained by the Contractor.
- 17.16 The Contractor shall provide an audit trail of all unusable and unattainable images with documentation regarding why the photograph was unusable and/or a citation was not generated.
- 17.17 No citations for speeding violations shall be issued unless the speeding vehicle is traveling at least eleven (11) miles per hour over the posted speed limit, provided exceptions may be made for school zones with the permission of the City's Contract Administrator.
- 17.18 In all instances, the City's Contract Administrator shall determine the appropriate speed enforcement margin for a particular location.
- 17.19 The Contractor shall be responsible for electronically providing digital photographs, digital video clips and the Police Authorization screen to the City's Contract Administrator for police authorization review within ten (10) days, excluding City holidays, of the violation Contractor will not be deemed to be in breach of this provision for delays that are outside the reasonable control of the Contractor, including but not limited to DMV data not being readily available, power outages, or cellular connectivity issues.
- 17.20 The Police Authorization review screen shall have buttons for: (1) Reject, (2) Issue Citation, (3) Supervisor Review, (4) RE-Crop, (5) Skip and (6) Issue Notice of Violation correspondence.
- 17.21 The Contractor shall be responsible for mailing an approved citation or Notice of Violation correspondence within twenty-four (24) hours of approval by the Scottsdale Police Department staff.

17.22 The Contractor shall submit to Scottsdale Police Department staff via the Police Authorization screen digital photographs and video clips of any emergency vehicle traveling in excess of the threshold speed limit or failing to stop for a red light.

18. QUALITY CONTROL

18.1 No violations shall be submitted for Police Authorization unless the violation images establish the following elements:

18.1.1 Driver's face is visible. Additional clarification to be determined and mutually agreed upon by the Contractor and Contract Administrator.

18.1.2 Registration information matches make and/or model of the vehicle in the photograph.

18.1.3 A second contractor employee has reviewed all violation images to ensure no misread registration plates shall result in faulty citations.

18.2 In accordance with A.R.S. §28-1593(b), the citations must be filed with the Court within ten (10) court days following the date of issuance of the citations.

18.3 As used herein, "Court" days shall be understood to mean Monday through Friday only, except for legal holidays occurring thereon.

18.4 In the event traffic violation correspondence is issued or a citation is reissued to reflect a properly identified actual driver, such citations must be mailed within sixty (60) days of the date of violation. The contractor's deviation from this policy or any disregard of any quality control measures specified above shall be deemed a quality control violation and may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)

18.5 The City's Contract Administrator reserves the right to have anyone removed from any visible role in the Photo Enforcement Program for a violation of standards of conduct, grooming, quality control, or deployment parameters if the violation is not cured within ten (10) days of the Contractor being placed on notice. The Contract Administrator has the sole authority for determining if a violation warrants removing the employee from a visible role in the Photo Enforcement Program.

18.6 Violation of written quality control measures, standards of conduct, grooming or deployment parameters may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.) The City's Contract Administrator has the sole authority to determine whether a violation has occurred.

18.7 The City's Contract Administrator shall direct the Contractor on all deployments of all Photo Enforcement Systems.

18.8 All deployments require written approval of the City's Contract Administrator.

18.9 The Contractor shall not deploy on a roadway any less than two-tenths (.2) miles beyond a drop in the speed limit without specific written permission from the City's Contract Administrator.

18.10 The Contractors deployments shall not block sidewalks and shall leave not less than four feet of sidewalk or pathway width to permit passing of pedestrians, bicycles, wheelchairs, strollers, etc.

18.11 Violation of any deployment schedule or location parameter as specified by the City's Contract Administrator may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions). The City's Contract Administrator shall have sole authority to determine whether a violation has occurred.

- 18.12 The Contract Administrator may add quality control measures at any time.
- 18.13 Reports or documents requested from the Contractor must be provided as required by the City's Contract Administrator in a timely manner.
- 18.14 The Contractor shall ensure employee compliance with all traffic laws while working within the scope of this contract.

19. VEHICLE REGISTRATIONS AND DRIVER'S LICENSE INFORMATION

- 19.1 The Contractor shall obtain vehicle registration information to issue citations and traffic violation correspondence.
- 19.2 The Contractor shall obtain registration and Driver's License information after submitting the request through the Motor Vehicle Division of the state of issuance. The requests shall be received within three days of transmittal to the state of issuance – on 90% of requests. This is to meet the requirements of issuing citations promptly which include registration, Driver's License expiration dates, class, and status, when such information is included in the reply from the state of issuance. Failure to obtain this information may result in liquidated damages (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions) and/or may result in a letter of noncompliance.

20. CITATION (COMPLAINT) FORMAT AND TRACKING

- 20.1 All complaints shall be in a format provided and reviewed by the City's Contract Administrator and approved by the Arizona Supreme Court. Information mailed to defendants shall include:
- Citation
 - Photograph
 - Options for defendant
 - General photo enforcement information
- 20.2 Information mailed to defendants may need to be updated on occasion due to changes in Court processes and or legislation. The Contractor must be able to make changes in a timely manner and absorb costs of changes and postage.
- 20.3 All complaints shall bear a unique complaint number for tracking purposes (numbers shall not duplicate each other or existing City numbers).
- 20.4 The current requirements are that citation numbers shall consist of eight (8) digits.
- 20.5 The Scottsdale City Court will provide the numbering scheme to be utilized.
- 20.6 The Contractor shall have the capability of electronically transferring citations and complaint data to the Scottsdale City Court's Case Management System in a manner directed by the City of Scottsdale Information Systems Department and the Scottsdale City Court.

21. SERVICE OF CITATION

- 21.1 The Contractor shall bear all costs for the mailing of citations, traffic violation correspondence, photographs/copies of photographs, printing, and other associated costs and expenses required to manage a professional processing center.

- 21.2 Citations (initial or as a result of nominations) shall be mailed and postmarked within the next business mail day, excluding recognized holidays, after approval through the Police Authorization process.
- 21.3 The Contractor's processing must comply with applicable court rules and state and city laws or regulations.
- 21.4 The citation shall be accompanied by specific, clear instructions that are approved by the Contract Administrator.
- 21.5 In the event that there is no response to the original citation mailed to the violator, within approximately thirty (30) calendar days a copy of the citation and a copy of the violator's photograph shall be personally served on the violator in accordance with the Arizona Rules of Civil Procedure.
- 21.6 The Contractor shall be solely responsible for all process service.
- 21.7 The Contractor's process service shall be in accordance with Arizona Rules of Civil Procedure, Rule 4.1 that governs Service of Summons upon Individuals, and in compliance with any additional City requirements.

22. NOTICE OF VIOLATION CORRESPONDENCE

- 22.1 Notice of Violation correspondence shall be issued when the vehicle is registered to a business or corporation.
- 22.2 The Notice of Violation correspondence format shall include, where applicable, the speed limit and the actual speed or length of time the signal light was red for red light violations.
- 22.3 All future modifications to Notice of Violation correspondence shall be made at no expense to the City of Scottsdale as required by the City's Contract Administrator.

23. RECORD KEEPING

- 23.1 The Contractor shall maintain and provide to the City, as requested, all digital images and digital video clips produced by all detection systems for a period of one (1) year from the date of the violation, including voided and non-actionable or unusable digital images and digital video clips. Digital images and digital video clips, that result in a citation or Notice of Violation being issued by the City shall be retained by Contractor and provided to the City, if requested, for a period of five(5) years from the date of the violation.
- 23.2 All digital images and digital video clips recorded and stored under the Contract by the Contractor are to be and shall remain the property of the City of Scottsdale.
- 23.3 The Contractor shall maintain appropriate chain of custody of evidence that meets the requirements of the City of Scottsdale.
- 23.4 All digital images shall be subject to inspection by the City's Contract Administrator or designee, with copies provided when requested.
- 23.5 The Contractor shall maintain sufficient records to ensure compliance with Arizona Revised Statutes § 28-1560 and Supreme Court Administration rules.

24. REPORTING

- 24.1 The Contractor shall submit and/or make available to the City of Scottsdale, through the City's Contract Administrator a monthly report of photo enforcement results.
- 24.2 Monthly reports shall be provided and/or made available within fifteen (15) calendar days from the end of the previous month. The report shall include a minimum of the following information:
- Total number of violations photographed;
 - Total number of actionable violation images;
 - Total number of not actionable violation images by major category (i.e., face obstruction, glare, gender match, etc.);
 - Total number of complaints filed with the Scottsdale City Court;
 - Deployment statistics by location;
 - Deployment statistics by operator;
 - Total number of violators that have responded to the court after the mailed citation;
 - The total number of red light digital images taken and the number of those images that have resulted in citations;
 - The total number of speed digital images taken by the red light/speed camera systems and the number of those images that result in citations;
 - The total number of digital images taken by the mobile speed enforcement system and the total number of those images that result in citations.
 - Location Trending Reports.
 - Officer Approval Report
 - Top Violator Report listed by active citations (by both individual and corporations)
 - Number of Criminal Speed Violations captured.
 - Violation Rate at Deployment Site
 - Average Vehicle Speed and Average Speed of Violators
 - Number of traffic violations converted to Citations
 - Total Number of traffic violations by category (i.e. Violations issued to Persons and Corporations)
 - Additional reports as requested by the Contract Administrator.
- 24.3 The Contractor shall provide quarterly and yearly summary data pertaining to monthly reporting mandates, and year to date statistics.
- 24.4 The Contractor shall prepare an initial program evaluation report six (6) months after the beginning of the program. This report shall include an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented.
- 24.5 The Contractor shall complete and submit a comprehensive program evaluation by the end of the first year of the contract and each subsequent contract year thereafter.
- 24.6 The City will review all reports and audits to verify the Contractor's performance with the Scope of Work to make recommendations as to program modifications and to evaluate overall program effectiveness.
- 24.7 The Contractor shall provide any other such report or reports and document or documents as are mutually agreed upon and useful to further the mission to reduce collisions.

25. TRAINING

- 25.1 The Contractor shall provide training to City of Scottsdale personnel as reasonably necessary to understand the operation of the Intersection Enforcement Camera Systems, Mobile Speed Photo Radar vehicles and Portable Speed Photo Radar Units.

- 25.2 Intersection Enforcement Camera Systems, Mobile Speed Photo Radar vehicles and Portable Speed Photo Radar Unit training shall be provided to persons designated by the City's Contract Administrator.
- 25.3 Intersection Enforcement Camera Systems, Mobile Speed Photo Radar vehicles and Portable Speed Photo Radar Unit training shall include initial training by the Contractor at the start of the Contract and the Contractor shall provide on-going training for the duration of the Contract as requested by the City's Contract Administrator.
- 25.4 The Contractor shall provide reasonable and necessary training in the operation of the Intersection Enforcement Camera System(s) for the City's traffic signal personnel.
- 25.5 Intersection Enforcement Camera System (s) training shall provide the City's traffic signal personnel with a basic understanding of how the camera system(s) operates and a detailed understanding of how the system(s) interfaces with the City's traffic signal equipment.
- 25.6 The anticipated number of City employees requiring Intersection Enforcement Camera System (s) training is fifteen to twenty (15-20).
- 25.7 The training provided by the Contractor shall be conducted within the City of Scottsdale, at a site that is determined convenient for City personnel by the City's Contract Administrator.
- 25.8 Class sizes shall be limited so as to provide a quality-training atmosphere. Class size shall be limited to a maximum of fifteen (15) trainees to each instructor.

26. COURT TESTIMONY

- 26.1 The Contractor shall provide witnesses as necessary to testify as to the accuracy, calibration, maintenance, repair records, technical operation and effectiveness of all the camera/radar enforcement systems.
- 26.2 The City of Scottsdale agrees to make reasonable efforts to prosecute each complaint filed.
- 26.3 The Contractor's employee shall testify in any and all Court proceedings at no additional cost to the City of Scottsdale, whether subpoenaed by the plaintiff or defendant, including criminal or civil violations which were not processed as speed or red light violations through the Contractor's citation-generation process, but for which photo enforcement digital images may be required as evidence to support charges filed by a prosecutor or a law enforcement officer.
- 26.4 The Contractor shall notify all operators and technicians of subpoenas and Court dates as required for successful prosecution and insure their timely appearance.
- 26.5 Failure to appear for Court upon receipt of a subpoena may result in liquidated damages for noncompliance. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)

27. COMMUNITY AWARENESS AND COMMITTEE PARTICIPATION

- 27.1 The Contractor shall make available a staffed mobile camera enforcement van for public displays, when directed by the City's Contract Administrator.
- 27.2 The Contractor shall be required to attend and have an active membership in the City committee composed of members of the City of Scottsdale Police Department, City Court, Prosecutor's Office, and Traffic Engineering Department.

- 27.3 The purpose of this committee shall be to keep all pertinent City departments updated on communication efforts about the Photo Enforcement Program.
- 27.4 As a committee member the Contractor shall also help identify areas for improvement, reach solutions to current and/or future problems, identify and secure program supporters, and ensure a coordinated effort in disseminating the Focus on Safety message.
- 27.5 The Contractor shall regularly attend quarterly committee meetings at a location within the City of Scottsdale. Additional meetings may be scheduled and must be attended by the contractor.

28. PROCESS SERVICE - BACKGROUND

- 28.1 As part of the Photo Enforcement Program, the City of Scottsdale is seeking Process Service in support of its Photo Enforcement Program.
- 28.2 Process Service is required for those individuals who have not responded to mailed citations for speeding, red light running, and other violations of ARS Title 28.
- 28.3 The City of Scottsdale intends to seek civil service of process throughout the State of Arizona, in accordance with the Arizona Rules of Civil Procedure and any additional City of Scottsdale requirements.
- 28.4 Civil service of process throughout the State of Arizona is necessary to make effective the City of Scottsdale’s traffic safety initiative, utilizing Photo Enforcement technology, by holding violator drivers responsible.
- 28.5 Effective process service is a critical aspect of the goal of the Scottsdale Police Department to reduce the number of collisions and related injuries within the City of Scottsdale.

29. PRIOR PROCESS SERVICE STATISTICS

- 29.1 The following number of citations by type and by year, and process serviced history, signify the most recent enforcement history of the Photo Enforcement Program for the years 2019 and 2021. Year 2020 is excluded due to data bias caused by the COVID-19 Pandemic.
- 29.2 The figures below were compiled during the previous five (5) year contract, where the City operated eleven (11) intersection Red Light/Speed on Green Enforcement systems, and four (4) Mobile/Portable Speed Enforcement Units.
- 29.3 This contract will consist of a minimum of five (5) intersection enforcement camera systems and a minimum of two (2) mobile/portable photo radar units.
- 29.4 Cases reported to the City Court sent to the Contractor for process service by year:

LOCATION	SERVED / PRESENTED IN YEAR 2019	LOCATION	SERVED / PRESENTED IN YEAR 2021
Inside Arizona	6,217 / 22,101	Inside Arizona	4,949 / 25,331

30. PROCESS SERVICE - GENERAL REQUIREMENTS

- 30.1 The Contractor, or Subcontractor used by the Contractor, under this section must be reputable, licensed, bonded, and efficient provider of Process Service.
- 30.2 The Contractor shall be responsible for Subcontractor performance and shall provide service of process for the City of Scottsdale's Photo Enforcement System, and other process service needs in compliance with the following sections as stated in this Scope of Work, on an as needed, if needed basis.
- 30.3 The Contractor shall expressly understand and agree that no quantity of service is guaranteed under the Contract and that the City does not guarantee that the Contractor's services will be utilized to any degree under the Contract.
- 30.4 The loss of any required licenses by the Contractor or Subcontractor may be grounds for termination of the Contract.
- 30.5 The Contractor shall furnish the number of personnel that are necessary for the successful performance of all required tasks.
- 30.6 The Contractor shall inform the Contract Administrator of any changes that will impact process service, to include an increase or decrease in personnel.
- 30.7 The Contractor agrees to keep the information related to all services performed in strict confidence except as authorized or required by this agreement or the law.
- 30.8 Other than the reports submitted to the City, the Contractor agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in its possession, to those employees on its staff and the Contractor's staff who must have the information on a "need-to-know" basis.
- 30.9 The Contractor agrees to immediately notify the City in writing, in the event the Contractor determines, or has reason to suspect, a breach of the above confidentiality requirements.

30.10 PROCESS SERVICE CHARGES

Process service fees shall be associated with performing each type of required task. All fees shall be paid per every successful documented service. The fee descriptions are as followed:

30.10.1 FEE DESCRIPTIONS

- 1. Flat Fee for Service: Maricopa County
The Contractor shall charge a flat fee for all process service within Maricopa County. The fee shall be all-inclusive and shall cover any skip tracing, paid database fees, and alternative service fees.
- 2. Flat Fee for Service for Outlying AZ Counties (Not Maricopa)
The Contractor shall charge a flat fee for the costs of process service to be charged in all other Counties within Arizona. The fee shall be all-inclusive and shall cover any skip tracing, paid database fees, and alternative service fees.

31. PROCESS SERVICE - SPECIFIC REQUIREMENTS

- 31.1 The Contractor shall provide process services to assist the City for its needs.

- 31.2 The Contractor shall satisfy all requirements included in this scope of work.
- 31.3 Notification to the Contractor to initiate process service will be issued to the Contractor by the City Court.
- 31.4 Notification from the City Court will consist of information (codes indicating “no action by violator”) stating that process service is to commence.
- 31.5 The Scottsdale Police Department or the “State” (City Prosecutor’s Office) is the ultimate approval entity that is making the request for the service of process. The City Court is only responsible for providing the data that triggers the “State’s” request for service of process.
- 31.6 Requests for service of process may also be triggered by the filing of a Notice of Appearance by an attorney for the violator, or receipt of notification by the Court of a wrong address from the first mailing to the violator by first class mail or by violators who responded but did not waive service.

32. PROCESS SERVICE – MINIMAL REQUIREMENTS

- 32.1 The Contractor shall have the capability to serve process statewide, either through its own offices and personnel or by subcontracted process service; the Contractor shall be responsible for the actions of any Subcontractor so utilized.
- 32.2 Services of Process shall be attempted on a “next day” basis and all service attempts will be completed by a specific date which shall be indicated in a section of the form provided.
- 32.3. Process service will not take place between the hours of 10:00 PM and 6:30 AM AZ TIME.
- 32.4 If the Contractor determines that such service can be executed at the driver’s license address provided, the Contractor shall, within one day, deliver the conformed copies of documents that were served to the City.
- 32.5 Any photo images delivered by process service will be of professional quality, be legible, and be produced in color.
- 32.6 The Affidavit of Service created by a successful process service must be filed electronically with the City Court. The Contractor shall provide a data record and a 300 DPI tiff image. The image is to be transferred the same day as the Affidavit of Service is transferred.
- 32.7 The Affidavit must contain the following information to be considered valid by the City of Scottsdale:
- Process was personally served on the defendant. The violation image was used to verify identity.
 - Process was served by leaving it with an adult whose identification was established using a photo driver’s license, and whose residency and relationship to the defendant was established. Full name, relationship, and length of residency at the location must be recorded.
- 32.8 If the Affidavit of Service is rejected by the Court, the Contractor shall correct the service to comply with the Judge’s requirements at no additional cost to the City.
- 32.9 If the Contractor determines that service cannot be executed at the driver’s license address provided by the City by a minimum of three (3) attempts at personal service, and contacted neighbors at the address provided and has performed and exhausted all public database searches and has still failed to locate the violator to be served, the Contractor \ Subcontractor shall perform, a “Skip Trace,” utilizing a private “pay” databases, in an attempt service at any address discovered.

- 32.10 The Contractor shall provide to the City's Contract Administrator a methodology and a listing of resources to be used to locate individuals. The list shall include all public databases used by the Contractor locate individuals when the address provided by the City is unsuccessful in locating the violator. The list shall also include any private "pay" databases that the Contractor intends to use to "Skip Trace" those individuals who have not been located by use of the City provided address or the by use of public databases.
- 32.11 The contractor will work with the City's contract administrator to verify the driver's license address prior to completing an Alternative Service Affidavit.
- 32.12 The Contactor shall fully detail all information used in locating the party. This information shall be detailed enough so that it could be used in an Alternate Service Affidavit if needed, and be used in the event of a hearing.
- 32.13 The City Prosecutor's Office will have final say on the level of detail needed in the Alternative Service Affidavit.
- 32.14 If the Contractor is unable to obtain personal service, the Contractor shall make a determination if the violation is a good candidate for Alternative Service.
- 32.15 If the Contractor believes the violation is a good candidate for Alternative Service the Contractor shall complete an affidavit presenting all details relating to the attempted contacts at the violator's residence and factors showing that the violator still lives at the residence.
- 32.16 The affidavit shall then be presented to the City Prosecutor's Office, to permit the State to seek Alternative or substitute service in accordance with Rule 4.1(m), Arizona Rules of Civil Procedure.
- 32.17 Documents returned to the City by the U S Postal Service as non-deliverable, due to unknown/improper address, no forwarding address, or expired forwarding, the Contractor shall attempt to identify a proper address through on-line resources and such steps as required above, in the same manner as documents submitted for service of process due to non-response by named driver.
- 32.18 Requests for payment for Service of Process shall include the Flat Fee for each successful service within Maricopa County, shall include the Flat Fee for each successful service outside of Maricopa County (but within the State of Arizona), and a statement of cost for each successful service. Successful service means that his violation was successfully served and that all service documentation and tiff images were filed with the Scottsdale City Court within the time limits defined by Rule 4 of the Arizona Rules of Civil Procedure. No payments will be authorized for unsuccessful service attempts or returns.
- 32.19 Subcontractors used under this section must be reputable, licensed, bonded, and efficient providers of service.
- 32.20 All successful and attempted process service (including alternative service) shall be video and audio recorded. Recordings must be clear, of good quality, and shall show the face of the person being served, when reasonable. Video recordings shall be stored and maintained by the Contractor for a period of three (3) years from the date of recording. Video recordings shall be made available to the Contract Administrator and/or City Prosecutor within one (1) business day of request.
- 32.20 The Contractor shall be responsible for Subcontractor performance.
- 32.21 **No Service of Process shall exceed contracted rates without prior written approval from the City's Contract Administrator.**

- 32.22 The Contractor shall make all diligent efforts to execute Service of Process, including making appropriate multiple documented attempts at the same address (not less than 3), and at different or varying times of the day or days of the week.
- All attempts to serve, and actual service, must be documented by listing observations, names of individuals contacted, and information obtained.
- 32.23 The Contractor shall immediately stop process service within one hour notification from the City Court to discontinue the requested process service.
- 32.24 Process service may be stopped for any number of reasons, including but not limited to, the violator has paid the fine, a court date has been requested, or court has located the error.
- 32.25 No fee shall be paid to the Contractor if process service has not been completed prior to receipt by the Contractor of any stop service notice from the City Court.
- 32.26 The Contractor must acknowledge to the Court, receipt of a stop service notice within such a time as is established by the City's Contract Administrator.
- 32.27 The Contractor must have the ability to respond to City inquiries regarding the status of a specific Service of Process request within one hour of the status request. Requests made within one (1) hour of office closing shall be responded to within the first work hour of the next business day.
- 32.28 The Contractor shall comply with any court subpoena, when personal testimony of the Contractor's agent is required to prove valid Service of Process.
- 32.29 In addition to court-ordered penalties, liquidated damages may apply for each missed court hearing by the Contractor. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)
- 32.30 The Contractor must have the capability of providing electronic data and images of all affidavits of service to the Scottsdale City Court and Police Department staff within the Contractor's citation and complaint processing system.
- 32.31 Any time periods requiring that certain actions be taken by the Contractor may be modified by the City's Contract Administrator during the term of the Contract, as may be considered necessary in the best interests of the City.

33. *PROCESS SERVICE - PERFORMANCE STANDARDS*

- 33.1 Timeliness Standards. The Contractor must have the ability to respond to a requesting agency's inquiries regarding the status of a specific Service of Process request within one (1) hour of the status request. Requests made within one hour of office closing shall be responded to within the first work hour of the next business day.
- 33.2 Percentage of Successful Service. The Contractor and the Contract Administrator will mutually determine the performance benchmarks for successful service of process within the first 60 days of the contract term, and the standard for the percentage of improvement in successful services of process for each year of the Contract thereafter.
- 33.3 Reporting. On a monthly basis, the Contractor shall provide the individual month and Contract inception date, cumulative number of cases requested to be process serviced and the corresponding number of cases successfully served for both in state and out of state service. The report should break down into categories the reasons for which service was not successful. When requested by the City's Contract Administrator, the Contractor shall furnish a report listing served and not served violations by zip codes. The Contractor shall work with the City's Contract

Administrator to develop reports requested by the Contract Administrator during the duration of the Contract.

34. PROCESS SERVICE – ISSUE / COMPLAINT RESOLUTION PROCESS

- 34.1 The Contractor shall provide an issue/complaint resolution process to resolve and rectify problems with missed deliveries, improperly delivered documents and all other failures which may occur.
- 34.2 The Contractor must acknowledge receipt of notification of an issue or complaint from the City, in writing, within one business day of receipt.
- 34.3 At the conclusion of the Contractor's investigation of an issue, Contractor must submit a comprehensive, detailed, written summary of its actions, findings, and conclusions to the City's Contract Administrator within one business day following completion of the investigation, but in no case more than fifteen (15) days from receipt of the issue/complaint without the approval of the City's Contract Administrator.

SECTION 3 - SPECIAL TERMS AND CONDITIONS



PHOTO ENFORCEMENT

RFP-032023-075

1. ACCEPTANCE / AGREEMENT

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the services required by this Contract.

If for any reason the Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby rejected by the City. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties.

2. ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation. Acceptance of the work by the Project Manager will not relieve the Contractor of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

3. CITY ASSURANCE

The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the maintenance service. All communication, written or verbal, between the City of Scottsdale and the Contractor shall be in English.

All deficiencies in the performance of the Contractor's service shall be corrected promptly by the Contractor as directed by the Contract Administrator.

The Contract Administrator may monitor and review the performance of the Contractor and employees. The outcomes of this oversight may have a direct bearing on the opportunity to negotiate a renewal of the Contract, when applicable.

4. CITY OBSERVED HOLIDAYS

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day (plus Day after Thanksgiving), Christmas Day.

a. New Year's Day	January 1st (or Friday before or Monday after)
b. Martin Luther King Day	3rd Monday in January
c. President's Day	3rd Monday in February
d. Memorial Day	Last Monday in May
e. Juneteenth	June 19 th
f. Independence Day	July 4th (or Friday before or Monday after)
g. Labor Day	1st Monday in September
h. Veteran's Day	November 11 (or Friday before or Monday after)
i. Thanksgiving Day	4th Thursday in November
j. Day after Thanksgiving	4th Friday in November
k. Christmas Day	December 25th (or Friday before or Monday after)

5. *COMPLETENESS AND ACCURACY*

The Consultant will be responsible for the completeness and accuracy of work prepared by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Consultant. Additional construction added to the project will not be the responsibility of the Consultant unless the need for additional construction was created by any error, omission, or negligent act of the Consultant. The City's acceptance of the Consultant's work will not relieve the Consultant of any of its responsibilities. The professional standard to which the Consultant is held will be that of a similar Consultant as practiced in the State of Arizona.

6. *CONTRACT ADMINISTRATION*

The Contract Administrator, as identified in the Statement of Need shall audit the billings, approve payments, establish schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

7. *DELAYS AND EXTENSIONS*

During the course of this Contract, if deemed in the best interest of the City of Scottsdale, an extension of time may be granted. However, any time extension so granted shall not constitute or operate as a waiver by the City of Scottsdale of any of its rights herein.

8. *DESCRIPTIVE LITERATURE*

All Offerors shall submit manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.

The Department may, at its discretion, require demonstration of the equipment/material as part of the bid evaluation process. The bidder at no cost shall provide the equipment/material to the Department for a period of time deemed sufficient to properly evaluate the product. The exact period of time and the conditions and terms of the evaluation shall be established when it is determined that a demonstration is required.

Descriptive literature provided should show that the Offeror's solution meets all the performance requirements for the equipment requested herein.

9. *FUEL SURCHARGES*

Fuel surcharges shall NOT be allowable during the term of this Contract.

10. **INSURANCE REQUIREMENTS**

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by The City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability Insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor's receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Vehicle Liability

If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers' Compensation Insurance

Contractor must maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with

no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

Professional Liability

If the Contract is the subject of any professional services or work, or if Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, Contractor must maintain Professional Liability Insurance covering errors and omissions arising out of the work or services performed by Contractor or anyone employed by Contractor or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

11. INVOICING

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

12. KEY PERSONNEL

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.

13. LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in their Contract, or any extension thereof, the actual damages to the City of Scottsdale for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the City will impose a percentage reduction of the monthly operation fee for which the services at the location and/or service were not performed in accordance with the contract. The monthly operation fee will be reduced based on the number of days during the month that services are non-compliant at a particular location.

The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond their control and without the fault or negligence of the Contractor.

14. MULTIPLE AWARDS

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple Contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

15. NON-COMPLIANCE CONDITIONS AND REMEDIES

Schedule Non-Compliance – Failure to maintain the approved or adjusted schedule will result in the issuance of a notice of non-compliance by the Contract Coordinator, or designee. Failure to correct the non-compliance situation within the time imposed by the City may result in the Contractor's forfeiture of payment for the work that was not completed in the timeline issued by the Contract Administrator, or designee. At this point the City of Scottsdale will exercise its right to either perform the work itself or use another approved company to perform the work. Any work done in this manner will be deducted from the monthly billing. This action will in no way alleviate the responsibility of the Contractor to continue the maintenance of this site once the area has been recovered.

Employee Non-Compliance – Any employee(s) not following the standards set forth herein will be asked to leave the job site until basic work standards are met. This shall not alleviate the Contractor from fulfilling its responsibility to adhere to the schedule established with the Contract Administrator, or designee.

Throughout the life of this Contract every effort will be made to maintain effective communication with the Contractor. Phone calls, emails and faxes will be the normal way of alerting the Contractor to minimal violations. Persistent and/or negligence will be dealt with in a formal setting.

Failure of the Contractor to perform any services or requirements of the Contract shall be cause for the Contract Administrator to deduct payment based on administration costs, cost of labor for services having to be accomplished by others, supplies and materials; to be determined by the Contract Administrator. The disciplinary procedure for this section shall be:

First Infraction – A letter of 'non-compliance' shall be issued by the Contract Administrator. The Contractor shall have twenty-four (24) hours to respond in writing detailing what steps shall be taken to bring the maintenance back to compliance with the Contract. Remedy shall be executed within seventy-two (72) hours of notice issued by Contract Administrator to avoid a second letter of non-compliance. A letter of non-compliance will not result in any money charged against the Contractor.

Second Infraction – The second infraction in the same area or the same type of infraction shall result in a meeting with the Contractor. The second letter of non-compliance shall result in a deduction from the Contractor's monthly bill per the Liquidated Damages clause of the Special Terms and Conditions as identified in the Statement of Need. Failure to correct the non-compliance situation within the time imposed by the City may result in the Contractor's forfeiture of payment for the work that was not completed in the timeline issued by the Contract Administrator. At this point the City of Scottsdale will exercise its right to either perform the work itself or use another approved to perform the work. Any work done in this manner will be deducted from the monthly billing. This action will in no way alleviate the responsibility of the Contractor to continue the maintenance of this site once the area has been recovered.

Third Infraction - The third infraction, within six (6) months, shall result in a meeting between the Contractor, City of Scottsdale staff and City of Scottsdale Purchasing staff. The Contractor shall explain, and put in writing, the action they are going to implement to avoid this situation further.

The third infraction results in the Contractor being put on forty-five (45) day probation, beginning with the meeting with City staff. At any time during the forty-five (45) day probation period the Contractor may be terminated with a seven (7) day notice. Any payments due at that time shall be frozen until the Contract has been serviced to specifications. If this is not possible the Contractor has no expectation of payment

16. OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Consultant.

When the work detail covers only the preparation of preliminary reports or documents, there will be no limitations upon the City concerning use of the ideas or recommendations in the reports or documents. The City will release the Consultant from any liability for the preparation and use of preliminary reports or documents.

Any use of the project documents for purposes other than intended under this Contract will be at the sole risk of the City, and the Consultant will not be liable for any losses or injuries arising out of that use.

17. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

18. PRICING

Pricing shall be listed on the Pricing Proposal Form. Prices quoted by the Offerors shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Pricing Proposal Form returned by the Offeror or other supporting documentation. Any charges not listed on the Pricing Proposal Form or supporting documentation submitted with the Offeror's proposal response shall not be allowed during the Contract period and any applicable extensions.

If, for any reason, the City elects to temporarily shut down the camera enforcement system (i.e. road construction) or any part thereof, for the period of such suspension, the City shall pay to the Vendor, one half the normal monthly fixed lease fees for the suspended portion of the enforcement system.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale or differentiated on the Pricing Proposal Form or other supporting documentation.

The Offeror is strongly encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this solicitation but are directly related to the items and products requested by the City herein and offered by the Offeror. Additional items, products and services proposed pricing should be noted on the Pricing Proposal Form or a separate attachment to Offeror's submittal document.

19. PURCHASING PROCEDURE

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

20. REVIEW OF CONTRACTOR'S WORK

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department may make such reviews and pass upon the acceptability of Contractor's work. Partial acceptance shall not relieve the Contractor of its obligation to correct, without charge, any errors in the work on this project.

The City reserves the right to perform background checks on the Contractor and their employees who will be conducting onsite activities and have direct contact with the City's client

21. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

22. SUBSTANCE ABUSE SCREENING & BACKGROUND CHECK REQUIREMENTS

Any and all employees, including all owners and officers of Contractors who perform work in City facilities, shall submit to and pass a criminal background investigation and substance abuse screening as outlined herein.

The Contractor shall provide the City of Scottsdale written certification that all employees of the Contractor, who will be performing work in City of Scottsdale facilities, have successfully completed and passed both a criminal background investigation and substance abuse screening prior to engaging in any work in any City of Scottsdale facility.

All employees of the Contractor shall abstain from the use of illegal drugs and/or alcohol, and the misuse of controlled substances while performing work in City of Scottsdale facilities. The Contractor shall be notified and required to immediately remove any employee that is suspected of being under the influence of a controlled substance while performing work in a City of Scottsdale facility. The employee removed under these circumstances may return to performing work in City of Scottsdale facilities only after it has been determined and verified by the City of Scottsdale, that the employee was not under the influence of a controlled substance at the time of the incident.

- **Substance Abuse Screening**

Contractor's employees, prior to engaging in work in any City of Scottsdale facility, shall be required to submit to and successfully complete a substance abuse screening (panel 110 test) for illegal drugs and controlled substances. The substance abuse screening shall be performed by a laboratory legally authorized to perform such screenings and any related cost will be at the sole expense of the Contractor.

- **Criminal Background Investigation**

Contractor and/or Contractor's employees, prior to engaging in work for or in any City of Scottsdale facility, shall be required to submit to and successfully complete a full state and local federal criminal background investigation. The Contractor (if the Contractor performs work individually) shall not perform any work and the Contractor shall not allow any employee to perform work for or in a City of Scottsdale facility, if it is determined through the background investigation that the person has a history of conviction or arrest involving crimes of violence against others, sex offense, theft, or the sale and/or use of illegal drugs. Any cost incurred by the Contractor as a result of performing background investigation on their employees shall be at the sole expense of the Contractor.

Following Contractor award, the Contractor shall provide the Contract Administrator with a list of the "routine" contract assigned employees and include their Legal Name (First/Last), Date of Birth and Social Security Number. The City will conduct an ACJIS background check and issue an ID Badge to each routine contract employee who successfully passes the City's background clearance.

All background checks are required to be updated annually based on the issuance date of the City issued picture identification badge, such annual updates will be performed by the City at the City's expense.

Further, Contractor agrees that City policy does not permit, and the Contractor shall not allow, any individual who meets any of the following criteria to have unescorted access to any area that is considered vital infrastructure or to have unsupervised contact with members of a vulnerable population (such as children, those with mental disabilities or the elderly):

List of Automatic Disqualifiers:

- Pending criminal charges of any kind except for minor traffic offenses.
- Active warrants of any kind.
- Violent felony convictions within either the last 10 years after conviction or release from prison, whichever is longer.
- Non-violent felony convictions within either the last 5 years after conviction or release from prison, which ever period is longer.
- Affiliation, past or present, with a terrorist organization.
- Current affiliation with an organized crime syndicate or street gang or past membership within the last 10 years.

City of Scottsdale Vital Infrastructures includes but is not limited to:

- Public Safety Facilities
- Water Department Facilities

- Prosecutors' Office
- City Courts
- City Hall

Any facility defined under A.R.S. 41-1801 - "Critical Infrastructure", means systems and assets, whether physical or virtual, that are so vital to this state and the United States that the incapacity or destruction of these systems and assets would have a debilitating impact on security, economic security, public health or safety.

23. TERM OF AGREEMENT

The term of this Contract shall be for a two (2) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for three (3) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

24. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current Contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original Contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

SECTION 4 – EVALUATION CRITERIA



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A. EVALUATION CRITERIA

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

DESCRIPTION	WEIGHTING
Project Methodology, approach and Time Frame to initiate the program, Equipment List	40%
Pricing / Cost of Services	30%
Firm Qualifications and Key Personnel	20%
References, Warranty, Exceptions	10%
TOTAL	100%

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Cost factors associated with performing the work required by the contract.
2. Length of time the Offeror will warranty their workmanship and materials.
3. The returned satisfaction surveys from the Offeror's submitted references.
4. The Offeror's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
5. The ability and willingness of the Offeror to meet or exceed the specifications and standards of this solicitation and Offeror's understanding and perceived perception of the scope of work contained herein.
6. The content and quality of the Offeror's proposal and other presentation materials.

Offeror may be invited to make a presentation, but Offeror should not rely on a possible presentation to present their qualifications and offered services. If invited, the Offeror will be notified of the date and time of the presentation by the Contract Administrator. Results of any presentation may be used to determine the contract award.

The evaluation committee may establish a short list of those proposals considered most advantageous to the City of Scottsdale.

- Short-listed Offerors may be invited to make presentation. At the presentation, the evaluation committee will score each Offeror.
- At the conclusion of all presentations, an overall ranking of proposals will be performed, combining the results of the proposal evaluations and the presentations.

The City of Scottsdale intends to enter into negotiations with the top ranked Offeror determined to provide the most advantageous combination of product and services as determined by the proposal and presentation.

Should negotiations with the top ranked Offeror fail to reach a satisfactory conclusion, the City of Scottsdale may at its sole discretion enter into negotiations with the second ranked vendor, or the City of Scottsdale may determine that no further negotiations will be conducted.

SECTION 5 – SUBMITTAL PREPARATION REQUIREMENTS



PHOTO ENFORCEMENT

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All required documents shall be submitted electronically through the City of Scottsdale procurement portal at: [City of Scottsdale, AZ \(bonfirehub.com\)](https://www.bonfirehub.com). Offerors are expected to download the solicitation documents from the Bonfire procurement portal at [City of Scottsdale, AZ \(bonfirehub.com\)](https://www.bonfirehub.com). To prepare your electronic submission please do the following:

Review the solicitation document downloaded from the procurement portal and navigate to Section 5 – Submittal Preparation Requirements. This page is provided to give Offerors a list of the items that will be required to be submitted as a part of their official proposal. We have designated in the description of each item how Offerors are to respond:

- COS Form means there is a corresponding form that needs to be completed by the Offeror and saved as a PDF.
- If COS Form is not listed this means the Offeror shall prepare their information as detailed in Section 5 – Submittal Preparation Requirements. For example, Offerors are required to prepare their own Project Approach response, making sure they provide all of the information requested in that specific section below. Offerors could write the document using Word or Google Docs and then saving the document as a PDF.
- Once the Offeror has PDF documents for all of the items listed in the Section 5 – Submittal Preparation Requirements checklist they will upload those file as noted within the Requested Information section of the City of Scottsdale procurement portal at: [City of Scottsdale, AZ \(bonfirehub.com\)](https://www.bonfirehub.com).
- In the case of pricing, there may or may not be a form to be completed, we provide instructions on how to provide the pricing information for each solicitation. In some instances, Offerors will fill out a pricing form and upload them as a PDF document. In some instances, Offerors will download a pricing spreadsheet from the procurement portal, enter in their pricing information, and the upload the completed spreadsheet into the procurement portal. Some solicitations will have a browser-based pricing sheet that Offerors will complete directly in the procurement portal.

- **Firm Experience and Qualifications** – The Offeror shall submit Firm Experience and Qualifications that illustrates the Offeror’s understanding of the objectives of this Solicitation, as well as the qualifications, experience, training and other credentials that illustrate the company’s abilities to successfully complete the scope of work represented in this Solicitation. The Firm Experience and Qualifications document should include, at a MINIMUM, the following items:

Offeror’s document shall contain a synopsis of the firm’s history, including a statement indicating the length of time the Bidder has been doing business under the services being requested herein.

- Provide company name, main office business address, local office business address (if different), office telephone number, facsimile number, company email address and company web page address (as applicable).
- Identify the corporate officer or other individual by name(s) who is (are) authorized to make representations for or on behalf of your firm. Provide position title(s), complete point of contact information (Including physical address(es), email address(es) and telephone numbers.
- Bidder’s document shall identify the office location from which the primary services are to be provided and your ability to meet in person with City personnel and service all equipment as required during the performance of the Contract.
- Bidder’s document shall contain copy of Contractor’s established procedures, relating to: criminal background investigations, substance abuse screening, safety training and licenses.
- Include firm’s knowledge and familiarity in Law Enforcement experience.
- Bidder’s document shall specific Contractor’s methodology of compliance with the requirements of Arizona Rules of Civil Procedure. This shall include all capabilities and limitations, etc.
- Bidder’s document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.
- Bidder’s document shall identify the key issues and potential obstacles with respect to the Scope of Work identified herein. Offer’s documents should provide a basic methodology to address and overcome all identified issues and obstacles.
- Bidder’s document shall contain a comprehensive description of all services that shall be provided.

Key Personnel Resume and Qualifications – Bidder’s proposal shall include the qualifications of the key personnel that will be involved in projects covered by the scope of this solicitation. The qualifications provided shall include resumes, academic credentials, applicable training classes, Professional Certifications, Professional Association Memberships, and state required Licensing, etc.

- Bidder’s document shall contain an organizational chart.
 - This shall include key personnel (by name, title and contact information) on the Traffic Camera Enforcement System and the Process Service Component.
- Bidder’s document shall identify a Project Manager, including specific qualifications and experience related to the management and development of projects similar to the scope detailed in the RFP. Include project reference contact names, telephone numbers and email addresses.
- Resumes of all key project personnel shall be submitted separately at the end of the Bidder’s proposal. All resumes shall be limited to one page and include a brief summary of past accomplishment, academic credentials, Professional Certifications, Professional Engineering Registration, Professional Association Memberships and state required Licensing, etc.).
- Include relevant experience and expertise for the last two years of all key personnel.

Sub-Consultants

- Offeror's document shall list all sub-consultants (if any) that will be used in the completion of services and projects identified herein, and the sub-consultants envisioned role.
- Offeror's submittal must include copies of all applicable subcontractor's credentials, applicable training classes, Professional Certifications, Professional Association Memberships, and state required licensing, etc.

Warranty Statement

- Bidder shall submit a statement of the warranty coverage for all products and labor covered by the scope of this contract. Warranty statement shall include all exclusions and conditions.

Additional Information/Samples

- Identify, describe and submit forms you shall use to operate this program. (For example, traffic violation correspondence, Arizona Traffic Ticket Complaint (ATTC), EVID Packet, Process Service documents, etc.)
- Explain your record-keeping program
- Describe all computer programs/software that shall be utilized
- Submit a plan for responding to citizen's complaints about the program, including complaints about program staff.
- Provide a methodology and list of resources that will be used to "Skip Trace" individuals in regards to locating individuals who need to be process served.

Project Methodologies and Approach

This Project is divided into two parts. The first part is the Traffic Camera Enforcement System and the second part is the Process Service Component.

Offerors of Traffic Camera Enforcement Systems shall have the ability to handle process service internally or subcontract for that service. The Offeror will be evaluated on the Offeror's ability to deliver both components to the City of Scottsdale.

Bidder's document shall demonstrate at a MINIMUM the following key project methodologies and approach areas:

A. Traffic Camera Enforcement System

Provide a sufficiently detailed narrative substantiating your understanding of the project, methodology and approach for completing the required project goals in a timely, accurate and efficient manner. The City of Scottsdale requests that proposals consider all aspects of Traffic Camera Enforcement systems, providing in-depth discussions of the anticipated development of the program. Proposals shall include methodology for the placement of enforcement systems consisting of Intersection Camera Enforcing Speed and Red Light violations, Mobile Speed Photo Radar Vehicles or Portable Speed Photo Radar Units or any combination thereof. Include photos of red light camera poles and camera boxes.

Within your methodology identify your timeline to initiate all activities and its relationship to the anticipated installation schedule set forth in the Scope of Work.

Intersection Enforcement Camera Systems must be located at no less than one approach per intersection; however the Vendor may offer an option where multiple approaches are wired for use and/or approaches and contain more than one camera system per intersection.

Include details regarding the capability of your proposed equipment to provide speed monitoring at the red light intersections. Specifications for this equipment should identify performance tolerances and limitations.

The Bidder:

- a) Must describe how digital images will be recovered in a secure manner. Wet film systems are not an acceptable process under this Request for Proposals and proposals submitting such a system shall be considered non-responsive.
- b) Shall state its willingness and ability to provide upgraded photo enforcement technology.
- c) Must specify performance standards, in detail, by which the accuracy of their radar units is measured.
- d) Shall provide intersection enforcement camera systems on at least one approach to a minimum of five (5) intersections.
- e) Shall submit details within your proposal specifying any limitations or performance tolerances regarding accuracy of determined speed; in accordance with the description provided in the solicitation.
- f) Shall submit photographs of the poles and housing boxes for the hardware required. State clearly in your proposal the options and availability to improve the aesthetics of the hardware to meet the design standards of the City of Scottsdale.
- g) Must demonstrate the ability to access Motor Vehicle Department (MVD) computer records and information from other states and indicate any limitations in their proposal.
- h) Shall describe the proposed training identified in Section 25 of the Statement of Need and state the class size.
- i) Shall specify its process of tracking court dates and compelling the appearance of the Vendor witnesses and employees to support prosecution of violations.
- j) Shall submit an overview of the training of its employees and any expert witnesses the Vendor shall require to further the efforts of the program.
- k) Shall provide a table of organization for a complete enforcement operation, citation-processing operation, including the number of staff necessary for efficient operation of each portion of the program.
- l) Shall provide a table showing all the agencies using the vendor as their current photo enforcement contractor for redlight and/or speed enforcement program.
- m) Describe the methodology used for speed verification and accuracy for each violation. Describe the frequency in which speed verification step is conducted if more than one step is used.
- n) Describe the systems used to capture red light and speed violations (to include Mobile/Portable Speed Units).
- o) Describe method of obtaining vehicle registration and driver's license information for United States, Canada and other countries.
- p) List the turnaround time for retrieval of in-state and out-of-state vehicle registration. Provide documentation to substantiate.
- q) Identify a list of states from which this information can be retrieved. Based upon your current operating programs, provide the percentage of digital images that result in citations being issued.

SECTION 7 - ATTACHMENTS



PHOTO ENFORCEMENT

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- A. INSTRUCTIONS TO BIDDERS – Shall be downloaded as part of this solicitation**
- B. GENERAL TERMS AND CONDITIONS - Shall be downloaded as part of this solicitation**
- C. SAMPLE-CITY SERVICES CONTRACT -Shall be downloaded as part of this solicitation**



REQUEST FOR PROPOSAL

RFP-032023-075 PHOTO ENFORCEMENT

ADDENDUM #1

NOTICE TO ALL BIDDERS AND PLAN HOLDERS

The Solicitation is amended by the following clarifications/changes/additional information. If any provision in this Addendum conflicts with any existing provisions in the Solicitation, this Addendum will control. All other terms, conditions, and provisions of the Solicitation remain in effect as published.

PROPOSAL SUBMITTAL DEADLINE

The submittal due date and time **remains** 2:00 P.M., LOCAL TIME, MAY 17, 2023 and is **NOT CHANGED BY THIS ADDENDUM.**

CONTRACTOR QUESTIONS AND ANSWERS

- Q1. The Bidder Questionnaire Form(s) Equipment List (COS Form) is listed on page 49 of 62 but there is no area in the portal to upload the completed form. Is this form required and if so, where should it be uploaded?
- A1. The Requested Information section has now been updated to allow upload of the Equipment List form.
-
- Q2. The RFP requirement to submit a statement of warranty coverage is listed in two separate sections as part of Section 5 Submittal Preparation Requirements (on page 46 of 62 and on page 49 of 62). Was that intentional?
- A2. The Warranty reference was included twice by error and covers the same information needed. Please note, this is a requirement, but response does not need to be included twice.
-
- Q3. On page 42 of 62 in the RFP, in the Proposal Evaluation section, #3 states "The returned satisfaction surveys from the Offeror's submitted references." Where are the surveys located? Are they to be submitted with the proposal?
- A3. The surveys will be conducted by City of Scottsdale should the city determine there is a need. The city will review all References submitted during the evaluation phase and decide if additional information is needed, at which point, references may be contacted.
- A3. There are no surveys available that need to be completed on the Offeror's end.

Q4. In Section 10.4 of the RFP (page 11) it states, "The Contractor shall provide intersection enforcement camera systems for one (1) approach to a minimum of five (5) intersections, subject to the City's right to determine the number of sites per Section 10.6." Should that be five (5) lanes?

A4. No; this section intends to state the Contractor shall provide photo enforcement systems for a minimum of 5 intersection approaches. Enforced lanes at each approach will not exceed (3) three through lanes.

Q5. Also, in Section 10.5 (page 11) it states, "The Contractor shall provide the appropriate number of camera sets to monitor those five (5) systems." Should that be five (5) lanes?

A5. No; enforced lanes will not exceed (3) three per system. This section intends to state the contractor must provide the necessary number of cameras to fully monitor each system/approach (ex: rear camera for rear photo, front camera for front photo, video camera for video capture, etc.)

Q6. On page 49 of the RFP, it states "Offeror's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Offeror's proposal shall include a MINIMUM of three (3) letters of reference that illustrate this." Does the City have a template for these letters, or can the City provide the information the letter should cover to satisfy the requirement?

Q6. In addition, on page 58, the References Form states "List minimum of (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed." Was it the City's intent that the same three references be used?

A7. There is no template for the reference letters requested. This may be submitted in any format best suitable for the Offeror.

The references listed on the letters and the Reference form may be different or the same, if needed. The preference is to have Arizona customers listed on the reference form provided by the City. The letters (if preferred) may be from customers outside of Arizona.

By signing and submitting a Bid or Proposal, the Bidder/Proposer is acknowledging that they will abide by all Addenda issued prior to the opening of the Bids/Proposals and agreeing that all pricing takes into account all such Addend

END OF ADDENDUM #1

Eveline Vanda
Bid & Contract Analyst
evanda@scottsdaleaz.gov



REQUEST FOR PROPOSAL

RFP-032023-075 PHOTO ENFORCEMENT

ADDENDUM #2

NOTICE TO ALL BIDDERS AND PLAN HOLDERS

The Solicitation is amended by the following clarifications/changes/additional information. If any provision in this Addendum conflicts with any existing provisions in the Solicitation, this Addendum will control. All other terms, conditions, and provisions of the Solicitation remain in effect as published.

PROPOSAL SUBMITTAL DEADLINE

The submittal due date and time **remains** 2:00 P.M., LOCAL TIME, MAY 17, 2023 and is **NOT CHANGED BY THIS ADDENDUM.**

CONTRACTOR QUESTIONS AND ANSWERS

Q1. Does/Did the City have vehicle-based mobile speed photo units with its incumbent provider? If so, how many vehicles are/were in use?

A1. Yes, two mobile speed photo enforcement vehicles are currently in use.

Q2. Based on 12.2 on page 14 of the RFP, it's presumed the incumbent vendor will be required to remove their camera equipment systems. Will the City confirm if this is the case and, if so, what is the timeframe in which the incumbent will be required to remove such equipment so the new vendor can install what is needed?

A2. There is no timeline for removal established contractually. The City intends to hold the prior vendor to a reasonable expectation of timely removal.

Q3. Is it acceptable for automated calibration of the mobile speed radar equipment in lieu of a manual tuning fork as listed in Sections 6.2, 6.3 and 9.1?

A3. The City is willing to review and consider alternatives to manual tuning fork usage. These alternates should be explained, and directly compared to manual tuning fork usage, in a vendor's RFP response.

Additional questions on next page.

Q4. Who is required to monitor the start and stop of the mobile speed photo radar units referenced in Section 8?

A4. The vendor is required to deploy, start, monitor, stop, transport, and store each mobile speed photo enforcement unit in use.

Q5. 10.6 Can the city designate a maximum time or minimum frequency for evaluation of relocation?

A5. The City is not willing to designate a maximum time or minimum frequency for evaluation of relocation.

Q6. 11.16 Is it acceptable to use video validation of traffic signal in lieu of hardwire field terminal?

A6. The City is willing to review and consider alternatives to hardwired field terminals, only if the alternate is equal to or better at monitoring the status of traffic signals. Any alternate must be capable of detecting traffic signal changes within 0.1 seconds. Any alternate must be explained in a vendor's RFP response.

Q7. Please confirm that ground loop placement is not required as part of the solution and that an above-ground radar for vehicle tracking is acceptable as a reference to the loops in sections 11.20 – 11.23.

A7. This is correct, ground loop placement is not required.

The Q&A period has now closed. The city will review all pending questions and issue an additional addendum once responses are available.

By signing and submitting a Bid or Proposal, the Bidder/Proposer is acknowledging that they will abide by all Addenda issued prior to the opening of the Bids/Proposals and agreeing that all pricing takes into account all such Addend

END OF ADDENDUM #2

Eveline Vanda
Bid & Contract Analyst
evanda@scottsdaleaz.gov



REQUEST FOR PROPOSAL

RFP-032023-075
PHOTO ENFORCEMENT

ADDENDUM #3

NOTICE TO ALL BIDDERS AND PLAN HOLDERS

The Solicitation is amended by the following clarifications/changes/additional information. If any provision in this Addendum conflicts with any existing provisions in the Solicitation, this Addendum will control. All other terms, conditions, and provisions of the Solicitation remain in effect as published.

PROPOSAL SUBMITTAL DEADLINE

The submittal due date and time **remains** 2:00 P.M., LOCAL TIME, MAY 17, 2023 and is **NOT CHANGED BY THIS ADDENDUM.**

CHANGES AND CLARIFICATIONS

- Q1. Section 22 of the Special Terms and Conditions (page 40) says in part, "Contractor's employees, prior to engaging in work in any City of Scottsdale facility, shall be required to submit to and successfully complete a substance abuse screening (panel 110 test) for illegal drugs and controlled substances. "Please provide guidance on the "panel 110 tests."
- A1. Upon further review, the City of Scottsdale has decided to remove this requirement.
- A1. Section #3-SPECIAL TERMS AND CONDITIONS, #22-Substance Abuse Screening & Background Check (page 39 & 40) is no longer applicable and may be disregarded.

CONTRACTOR QUESTIONS AND ANSWERS

- Q2. For Section 13.6 (page 15), the RFP states "The FTP process shall be changing to an IBM MQ XML based messaging process. The contractor shall need to adopt this method when the Court adopts this method."
- Q2. What is the timeline for when the Court plans to adopt this method?
- A2. The Court does not have immediate plans for this transition and there is no timeline available.

Additional questions on next page.

Q3. Who owns the vehicle, the City or the Vendor?

A3. The mobile photo enforcement vehicles are owned by the vendor.

Q4. How many hours per day/week is the vehicle operated?

A4. Currently, they are deployed 24/7; exceptions are for routine downtime/maintenance and/or some holidays when the City may request the vehicles are stored (at vendor facility) and not deployed.

Q5. The vendor Operates the Vehicle, correct?

A5. Correct.

Q6. May we have a copy of the current contract with your current vendor?

A6. Please visit the City's [Public Records](#) page for additional information. If the information requested is not located a [Public Records Request](#) must be submitted.

Q7. May we receive a copy of the Invoices from the vendor to the city for the last 12 months that are available?

A7. Please visit the City's [Public Records](#) page for additional information. If the information requested is not located a [Public Records Request](#) must be submitted.

30.10.1 FEE DESCRIPTIONS

Flat Fee for Service: Maricopa County

The Contractor shall charge a flat fee for all process service within Maricopa County. The fee shall be all-inclusive and shall cover any skip tracing, paid database fees, and alternative service fees.

Q8. What is the current Flat Fee for Service in Maricopa County?

A8. Please visit the City's [Public Records](#) page for additional information. If the information requested is not located a [Public Records Request](#) must be submitted.

Additional questions on next page.

-
- Q9. What is the Flat Fee for Service for Outlying AZ Counties (Not Maricopa)?
- A9. Please visit the City's [Public Records](#) page for additional information. If the information requested is not located a [Public Records Request](#) must be submitted.

By signing and submitting a Bid or Proposal, the Bidder/Proposer is acknowledging that they will abide by all Addenda issued prior to the opening of the Bids/Proposals and agreeing that all pricing takes into account all such Addend

END OF ADDENDUM #3

Eveline Vanda
Bid & Contract Analyst
evanda@scottsdaleaz.gov



REQUEST FOR PROPOSAL

**RFP-032023-075
PHOTO ENFORCEMENT**

ADDENDUM #4

NOTICE TO ALL BIDDERS AND PLAN HOLDERS

The Solicitation is amended by the following clarifications/changes/additional information. If any provision in this Addendum conflicts with any existing provisions in the Solicitation, this Addendum will control. All other terms, conditions, and provisions of the Solicitation remain in effect as published.

BID SUBMITTAL DEADLINE

The submittal due date of May 17, 2023 has been ***changed to the following:***

FROM: 2:00 P.M., LOCAL TIME, MAY 17, 2023

TO: **2:00 P.M., LOCAL TIME, MAY 24, 2023**

PUBLIC BID OPENING

The date and time of the public opening has been changed to coincide with the submittal due date.

FROM: 2:00 P.M., LOCAL TIME, MAY 17, 2023

TO: **2:00 P.M., LOCAL TIME, MAY 24, 2023**

By signing and submitting a Bid or Proposal, the Bidder/Proposer is acknowledging that they will abide by all Addenda issued prior to the opening of the Bids/Proposals and agreeing that all pricing takes into account all such Addend

END OF ADDENDUM #4

Eveline Vanda
Bid & Contract Analyst
evanda@scottsdaleaz.gov

PROPOSAL SIGNATURE PAGE



PHOTO ENFORCEMENT
RFP-032023-075

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposal document City Services Contract and any written exceptions in the offer accepted by the City.

The Offeror also certifies it is in compliance with the Non-Collusion and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

American Traffic Solutions, Inc. dba Verra Mobility
Company Name

1150 N. Alma School Road
Address

Mesa Arizona 85201
City State Zip

480-443-7000
Telephone Number

May 9, 2023
Date

Signature of Authorized Person

Jonathan Baldwin
Printed Name

EVP, Government Solutions
Title

480-596-4501
Fax Number

jonathan.baldwin@verramobility.com
E-Mail Address

If Applicable, Contractor's License Number and Classification: ROC 317548 General Commercial A
General Engineering

The Offeror hereby acknowledges that the proposal pricing is based on all of the addenda that were issued by the City prior to opening of this proposal.

Proposal must be signed by a duly authorized representative eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

PRICING PROPOSAL FORM – PAGE 1 of 4



PHOTO ENFORCEMENT
RFP-032023-075

PHOTO ENFORCEMENT PRICING

ITEM	DESCRIPTION	UNIT COST	EST QTY	EXTENDED TOTAL
Item 1A	Intersection Enforcement Camera System (Minimum of five (5) systems)	\$0 (Initial Installation Cost for existing sites)	5	\$0.00
		\$2,000 (Monthly Operation Fee per system)	12 MTS	\$24,000.00
		\$20.00 (Successful Disposition Citation Fee-Red Light or Speed)	1	\$20.00
ITEM #1 GRAND TOTAL				\$24,020.00

ITEM #	DESCRIPTION	UNIT COST	EST QTY	EXTENDED TOTAL
Item 2A	Mobile (Vehicle) Photo Radar System*	\$0 (Initial Cost for existing units)	1*	\$0.00
		\$3,000 (Monthly Operation Fee per unit)	12 MTS	\$36,000.00
		\$20.00 (Successful Disposition Citation Fee)	1	\$20.00
Item 2B	Portable (non-vehicle) Photo Radar System*	\$0 (Initial Cost for existing units)	1*	\$0.00
		\$3,000 (Monthly Operation Fee)	12 MTS	\$36,000.00
		\$20.00 (Successful Disposition Citation Fee)	1	\$20.00
ITEM 2 GRAND TOTAL				\$72,040.00

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

PRICING PROPOSAL FORM – PAGE 2 of 4



PHOTO ENFORCEMENT

RFP-032023-075

ADDITIONAL SERVICES

DESCRIPTION	COST OF ADDING A SITE	COST OF MOVING A SITE	COST FOR EACH ADDITIONAL UNIT
Intersection Enforcement Camera System	\$65,000	\$65,000	N/A
Mobile Photo Radar System	N/A	N/A	\$89,500
Portable Photo Radar System	N/A	N/A	\$40,000

Identify the initial fee to be charged to the City, for each of the systems above.

State the fee for each citation that has a successful disposition plus the amount of the fixed monthly fee for each item listed above.

Item 1A: A minimum of five (5) intersection enforcement camera systems are required.

Item 2A & 2B: A minimum of one (1) each mobile and portable photo radar units are required.

The amount of the fee per citation may not differ for speeding and red light violations. Identify pricing variations for single and multiple intersection approaches, if applicable.

****NOTE: (The successful disposition of a citation means that the violator pleads or is found responsible or successfully completes defensive driving school.)**

The Contractor must also include in its Pricing, a fixed total installation cost per site and per vehicle, should the City elect to add one or more additional sites or vehicles (as appropriate) for the systems (Items) listed above.

The fees for each above option shall be based upon the Vendor providing a “turnkey” operating system as more fully described in Section 14, Turnkey Operation and shall include all necessary equipment for each system to be operational.

Pricing Note: Costs provided shall be fixed for the initial twelve (12) months of the agreement. Unit cost may increase after the initial twelve (12) month term by the CPI according to the average change during the prior year Consumer Price Index for all Urban Customers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

PRICING PROPOSAL FORM – PAGE 3 of 4



PHOTO ENFORCEMENT

RFP-032023-075

PROCESS SERVICE FEES

Vendor shall provide process service fees associated with performing each type of required task:

ITEM	FEE DESCRIPTION	AMOUNT
1	Flat Fee for Service: Maricopa County	\$48.00
2	Flat Fee for Service: Outlying AZ Counties	\$67.00

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

If Applicable, Contractor's License Number and Classification: ROC 317548 General Commercial A General Engineering

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility



PHOTO ENFORCEMENT

RFP-032023-075

ADDITIONAL PRODUCTS/SERVICES AND PRICING

The Offeror is encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this solicitation but are directly related to the items and products requested by the City herein and offered by the Offeror.

Additional products, services and proposed pricing should be noted below and identified in the Offeror’s submittal document.

This is not a requirement of the proposal. The information contained herein which references additional products, services and pricing is not a condition of the Evaluation Criteria or a condition of the award. The City may or may not consider these additional products or services at the initial award; however, the City reserves the right to consider these items for potential use throughout the contract period.

The following is hereby requested with no guarantee of ordering and no estimated quantities.

ITEM	ADDITIONAL PRODUCTS / SERVICES	PRICE / FEE
		\$ _____
		\$ _____

If Applicable, Contractor’s License Number and Classification: ROC 317548 General Commercial A General Engineering

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

BIDDER GENERAL DISCLOSURE FORM



PHOTO ENFORCEMENT

RFP-032023-075

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.



Signature
Jonathan Baldwin

Printed Name

EVP, Government Solutions

Title
May 9, 2023

Date

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

BIDDER LITIGATION DISCLOSURE FORM



PHOTO ENFORCEMENT

RFP-032023-075

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

EVP, Government Solutions

Title

Jonathan Baldwin

Printed Name

May 9, 2023

Date

COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

Litigation Disclosure

The litigation listed below reflects litigation related to red-light and/or speed safety camera programs filed against American Traffic Solutions, Inc. d/b/a Verra Mobility ("Verra Mobility") in the last 10 years in which the City of Scottsdale or any Federal, State, or Local government was also a party.

Case	Summary
Davis v. Hays County, et al. Case No. 16-1511	<u>Dormant</u> Tort action in connection with speed camera program
Gold v. American Traffic Solutions, Inc., et al. Case No. 2014-CA-001669	<u>Dismissed</u> Action challenging services contract for red-light camera program.
Hunt v. City of Diboll, et al. Case No. CV-00370-16-06	<u>Dormant</u> Action challenging constitutionality and validity of red-light camera program
Hunter v. City of Montgomery & American Traffic Solutions, Inc. Case No.: 15-cv-653-WKW-WC	<u>Dismissed</u> Action challenging constitutionality and validity of red-light camera program
Khaku v. City of Tampa, et al. Case No. 8:15-cv-02098-JSM-JSS	<u>Dismissed</u> Action challenging constitutionality and validity of red-light camera program
Leder v. American Traffic Solutions, Inc., et al. Case No. 2:14-cv-00103-ADS-GRB	<u>Dismissed</u> Action challenging validity of red-light camera program
Mills v. City of Opelika, et al. Case No. 43-CV-2017-900507.00	<u>Dismissed</u> Action challenging constitutionality and validity of red-light camera program
Parker v. City of Apopka, et al. Case No. 1:14-cv-24010-RNS	<u>Dismissed</u> Consolidated action challenging constitutionality and validity of red-light camera program.
Powell v. City of New Orleans, et al. Case No. 14-7218	<u>Dismissed</u> Action challenging constitutionality of red-light and speed camera programs.
Stokes v. The Honorable Mitch Landrieu, et al. Case No. 2016-2338	<u>Dormant</u> Action challenging validity of speed and red-light camera programs.

Case	Summary
Watson v. City of Allen, et al. Case No. 153-278080-15	<u>Dismissed</u> Action challenging constitutionality and validity of red-light camera program.
Soileau v. City of Baton Rouge, et al. Case No. C-677088	<u>Pending</u> Action challenging validity of red-light safety camera program
Dazzio v. City of Baton Rouge, et al. Case No. 700899	<u>Dismissed (as to Firm)</u> Action challenging validity of red-light safety camera program
Mathis v. City of Lakeland, et al. Case No. 8:21-cv-00235-T-23SPF	<u>Dismissed</u> Action challenging administration of red-light camera safety program
Jarman v. City of Granite City, et al. Case No. 18L1658	<u>Dismissed</u> Action challenging administration of red-light camera safety program
Woodgett v. City of Midfield, et al. Case No. 01-CV-2018-900525	<u>Dismissed</u> Action challenging constitutionality and validity of red-light camera safety program
Williams v. City of Spokane, et al. Case No. 99071-9	<u>Dismissed</u> Action challenging validity of speed camera enforcement site

REFERENCES



PHOTO ENFORCEMENT

RFP-032023-075

List minimum of (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: Paradise Valley Police Department

Company Address: 6433 E. Lincoln Drive

City/State/Zip: Paradise Valley/Arizona/85253

Contact Person: Becky (Rebecca) Tomaszewski Telephone #: 480-348-3575

Email: RTomaszewski@paradisevalleyaz.gov Date of Service: 1986-present

Type of Service Provided: Red-light, Intersection Speed Enforcement, and Mobile Speed Enforcement with event processing, printing and mailing of citations, maintenance, and call center

Company Name: Chandler Police Department

Company Address: 250 E. Chicago Street

City/State/Zip: Chandler/AZ/85225

Contact Person: Sgt. Nathan Moffat Telephone #: 480-980-2121

Email: nathan.moffat@chandleraz.gov Date of Service: 2016-present

Type of Service Provided: Red-light and Intersection Speed Enforcement with event processing, printing and mailing of citations, maintenance, and court testimony

Company Name: Mesa Police Department

Company Address: P.O. Box 1466

City/State/Zip: Mesa/Arizona/85211

Contact Person: Lt. Jason Coon Telephone #: 480-644-2735

Email: jason.coon@mesaaz.gov Date of Service: 2006-present

Type of Service Provided: Red-light and Intersection Speed Enforcement with event processing, printing and mailing of citations, maintenance, and call center

YOUR COMPANY NAME: American Traffic Solutions, Inc. dba Verra Mobility

SUBCONTRACTOR'S LIST



PHOTO ENFORCEMENT

RFP-032023-075

COMPANY NAME: American Traffic Solutions, Inc dba Verra Mobility

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: AAA Photo Safety Inc LICENSE: N/A

ADDRESS: 4140 Baseline Rd #208 Mesa, AZ 85206

CONTACT PERSON/TELEPHONE#: Kevin Neus/480-668-5953 ext. 8077

EMAIL ADDRESS: kevin@aaaphotosafety.com

EXTENT OF WORK: Process Service

C3/CustomerContactChannels, Inc.
NAME: a member of the Everise group of companies LICENSE: N/A

ADDRESS: 13011 McCallen Pass, Bldg. A, Suite 210, Austin, Texas 78753

CONTACT PERSON/TELEPHONE#: Maribeth Bonar/303-531-4227

EMAIL ADDRESS: Maribeth.Bonar@weareeverise.com

EXTENT OF WORK: Call Center Services

NAME: CSG Systems, Inc. LICENSE: N/A

ADDRESS: 169 Inverness Dr W, Suite 300. Englewood, CO 80112

CONTACT PERSON/TELEPHONE#: Chris McEachran/850-402-6738

EMAIL ADDRESS: Chris.McEachran@csgj.com

EXTENT OF WORK: Print and Mail Services

NAME: Honey Home/B & R Services LICENSE: N/A

ADDRESS: 7607 Aloma Way Winter Park, AZ 32792

CONTACT PERSON/TELEPHONE#: Bruce Berrett

EMAIL ADDRESS: bberr625@aol.com

EXTENT OF WORK: Construction Services - Honey Home/B & R Services will further subcontract to Dr Air & Electric

SUBCONTRACTOR'S LIST



PHOTO ENFORCEMENT

RFP-032023-075

COMPANY NAME: American Traffic Solutions, Inc dba Verra Mobility

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: B&F Contracting Inc LICENSE: 08974

ADDRESS: 11011 N 23rd Ave Phoenix, AZ 85029

CONTACT PERSON/TELEPHONE#: Gabriel Soto/623-582-1170

EMAIL ADDRESS: gsoto@bfcontracting.com

EXTENT OF WORK: Construction Services

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

BIDDER QUESTIONNAIRE – COMPANY INFORMATION



PHOTO ENFORCEMENT

RFP-032023-075

COMPANY INFORMATION

Company Local Office Physical Address 1150 N. Alma School Road, Mesa, Arizona 85201

Office Daytime Phone Number 480-443-7000

Office Fax Number 480-596-4501

Telephone Ordering Phone Number(s) info@verramobility.com

Company Email Address 8:00 AM - 5:00 PM AZT

Company Operating Hours (Monday – Friday) as needed

Company Hours (Saturday) _____

NAME OF MAIN CONTACT

(assigned to this contract) Alexandra Curmatureanu

Office Phone Number of Main Contract 623-330-8550

Cellular Phone Number of Main Contact 623-330-8550

Email of Main Contact Alexandra.Curmatureanu@verramobility.com

NAME OF COMPANY MANAGER

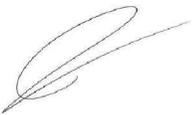
Edward Tiedje

Office Phone Number of Company Manager 480-393-6668

Email of Company Manager Edward.Tiedje@verramobility.com

After Hour/Emergency Phone Number(s) 623-330-8550 (Alexandra)

480-393-6668 (Edward)

Signature 

Printed Name: Jonathan Baldwin

Title EVP, Government Solutions

Company American Traffic Solutions, Inc. dba Verra Mobility

BIDDER QUESTIONNAIRE – EQUIPMENT LIST



PHOTO ENFORCEMENT

RFP-032023-075

List all equipment you intend to use in the performance of this Contract, if applicable.

(11) Halo 2 Fixed Red-Light + Speed Systems

(2) Radarcam NK 7 Mobile Speed Cabinet Systems

(2) Radarcam NK7 Mobile Vehicle Speed Systems

Complete list and description of vehicles to be utilized on the sites. Include vehicle license plate numbers.

(2) 2022-2023 WL Jeep Grand Wagoneer

(Will purchase and register for plates after award)

Contractor's Physical Address

1150 N. Alma School Road

Mesa, Arizona 85201

Contractor's Mailing Address

same as above



**Exhibit B – City of Phoenix
Statement of Work**

CITY OF PHOENIX

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STATEMENT OF WORK

City of Phoenix
Finance Department
Central Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003

1. INTENT

- 1.1. The City of Phoenix is soliciting proposals for a turnkey Photo Enforcement Program that shall include Citation Issuance, Process Service, communication and education and awareness programs.
- 1.2. The Photo Enforcement program shall include Mobile Speed Photo Radar Vehicles, Portable Speed Photo Radar Units (also referred herein as Mobile/Portable Photo Radar Units), and Intersection Camera Enforcing Speed and Red-Light violations (herein referred to as Intersection Enforcement Camera Systems).
- 1.3. The purpose of this program is to increase public safety through the enforcement of traffic laws associated with red light traffic signal and speed limit violations. The goal of the City of Phoenix Street Transportation Department is to reduce the number of collisions and related injuries and property damage within the City of Phoenix.
- 1.4. The City is also interested in exploring additional available Photo Enforcement solutions based on new technology, not otherwise specified. Bidding firms are welcome to provide additional options/pricing and availability. The City makes no guarantee of accepting these additional options.
- 1.5. The Contract Administrator for the resulting contract shall be the Street Transportation Department Traffic Services Division.

2. PROJECT OBJECTIVES

- 2.1. The City intends to analyze current crash data to provide the awarded contractor the locations that shall be enforced under this contract. At this time, the City has not determined the enforcement locations.
- 2.2. The enforcement systems will consist of Intersection Enforcement Camera Systems, Mobile Speed Photo Radar Vehicles, Portable Speed Photo Radar Units or a combination of any of these.
- 2.3. The areas of enforcement and priority will focus on high collision areas, school zones, areas identified by Traffic Engineering and citizens' complaints.
- 2.4. The Intersection Enforcement Camera Systems shall operate in conjunction with existing traffic signals.
- 2.5. City is responsible for notifying Verra Mobility of any change to Phoenix City Code that materially alters the terms of this Agreement. The City will notify Contractor no later than 15 days after adoption of any such change to the Phoenix City Code. Contractor will not be responsible for complying with the change to the Phoenix City Code, until such time as Contractor has been notified by City in writing of the change. In the event of a change to Phoenix City Code that materially alters the terms of this Agreement and would increase the cost of Contractor's provision of the Services, Contractor may propose a Fee increase to City. If the parties cannot mutually agree on the Fee change, Contractor may terminate this Agreement.



STATEMENT OF WORK

City of Phoenix
Finance Department
Central Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003

- 2.6. All systems shall require issuance of a citation, traffic violation correspondence and complaint processing system.
- 2.7. It is important to the City that the Contractor partner with all City Departments to provide increased education, safety and awareness program.

3. BACKGROUND

- 3.1. The City's previous Automated Enforcement Safety Program started in 2001 and ended in 2019. The intent of the Program was to deter red light violations, reduce speeding violations, and reduce crash frequency and severity. The Program originally consisted of 10 intersections equipped with red-light running cameras. Over the 18-year program, the red-light cameras were moved to various locations and ultimately expanded to 12 intersections being monitored. Initially, the program included 2 mobile speed vehicles that were used exclusively in school zones. Over time, the number of mobile speed vehicles expanded from 2 to 8. The program services were provided by 3 vendors during this time period.
- 3.2. The previous vendors owned all equipment and were responsible for installing and removing all equipment. The equipment was comprised of digital smartcam red light cameras which comprised of two digital cameras, a video camera, and a mono-pulse radar system.
- 3.3. The selected vendor 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 all locations.

4. PHOTO ENFORCEMENT SYSTEMS TECHNICAL SPECIFICATIONS AND REQUIREMENTS

- 4.1. Each photo enforcement camera system shall be equipped to detect a violating vehicle, activate the camera system, and produce color images of the vehicle front and rear.
- 4.2. Digital camera technology is required.
- 4.3. Each system must be capable of clearly photographing and recording the identification of the driver of the vehicle that is reasonably believed to have been operating the vehicle in a manner violating the posted speed limit or failing to stop for a red traffic signal.
- 4.4. Cameras shall be capable of consistently obtaining an image of the front of those vehicles so as to clearly identify any driver.
- 4.5. Cameras must also obtain a clear image of the rear of vehicles so as to clearly identify the rear license plate.
- 4.6. Images shall be clearly discernible and visible to the naked eye without the use of enhancement equipment.



STATEMENT OF WORK

City of Phoenix
Finance Department
Central Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003

- 4.7. Each system must be capable of consistently photographing drivers and license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.
- 4.8. Each system must be capable of performing internal calibration tests for speed measurement accuracy and functionality for both mobile and fixed sites.
- 4.9. Test failures must prevent further operation of the unit, until the unit is properly functioning.
- 4.10. The internal test shall provide a visual and/or auditory signal clearly indicating the operational accuracy or lack thereof.
- 4.11. A series of error messages must be displayed to inform the operator of the problems with the system, while in the deployment mode.
- 4.12. The City's Contract Administrator must be immediately (same day) notified of any problems with cameras including down time, inability to upload data, or errors that could impact the validity of the citation(s).
- 4.13. The Contractor shall be responsible for all actual costs to the City attributable to Contractor error.
- 4.14. Each speed and red-light system shall be capable of accurately measuring speeds and recording clear images of vehicles and drivers either approaching or driving away from the camera.
- 4.15. Each system shall be capable of gathering detailed computer data for statistical analysis and histograms for submission at hearings.
- 4.16. The Contractor shall produce monthly reports of activity and individual histograms for court and contract oversight purposes.
- 4.17. Each system shall be capable of accurately monitoring several traffic lanes at once.
- 4.18. The City, at its sole discretion, reserves the right to reject any equipment that does not meet adequate technical standards.
- 4.19. Cameras shall have the ability to operate effectively during periods of nighttime operation and all weather conditions, including extreme heat as experienced in Phoenix with summer ambient temperatures reaching upwards of 120^o degrees Fahrenheit.
- 4.20. There shall be no minimum number or quota of violations to be generated through the use of the photo enforcement technology.
- 4.21. For red light camera systems, the delay shall be set to take photographs of vehicles which enter the intersection at a length of time (after the signal light has turned red) as determined by the City's Contract Administrator.

5. MOBILE SPEED (VEHICLE) PHOTO RADAR UNIT

- 5.1. The Contractor shall deploy Mobile Speed Photo Radar Units with required signage in school zones and areas in the City as directed by the Contract Administrator.
- 5.2. The Mobile Speed Photo Radar unit shall have the ability to fit into confined spaces and not block traffic.



STATEMENT OF WORK

City of Phoenix
Finance Department
Central Procurement Division
251 W. Washington Street
8th Floor
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- 5.3. The Mobile Speed Photo Radar unit must be easily moved to be deployed from location to location.
- 5.4. The Contractor is not required to have Contractor's personnel manning the Mobile Speed Photo Radar unit during the deployment.
- 5.5. The Contractor shall provide a minimum of four (4) fully equipped and automated Mobile Speed Photo Radar Units.
- 5.6. The Contractor shall provide additional Mobile Speed Photo Radar units upon request of the City of Phoenix at Contract pricing.

6. MOBILE SPEED RADAR SYSTEMS TECHNICAL SPECIFICATIONS AND REQUIREMENTS

- 6.1. The Contractor's Mobile Speed Radar equipment must be able to record the actual speed of a target vehicle within the range of 1 mile per hour to 11 miles per hour over the posted speed.
- 6.2. The Contractor's Mobile Speed Radar equipment and external tuning fork calibration tests shall be required at the start and end of each deployment.
- 6.3. The Contractor's Mobile Speed Radar equipment calibration test documentation shall include the Serial Number of each unit being tested and the serial number of the Tuning Fork used.
- 6.4. The Contractor's technicians must be prepared to testify in City Court at the expense of the Contractor.
- 6.5. Each Mobile Speed Radar system (which encompasses both speed and photo radar vehicles and units) shall contain sufficient imaging, radar, computer and any other associated equipment needed to record, document and track a vehicle and driver believed to be violating the posted speed limit under all weather conditions.
- 6.6. Each Mobile Speed Radar system shall be equipped with a computer interface.
- 6.7. Each Mobile Speed Radar system shall be capable of monitoring several (at least 3) lanes of traffic and capturing clear images within each lane.
- 6.8. Each Mobile Speed Radar system shall be capable of recording a violation and providing video to police to be used for review.
- 6.9. Mobile Speed Radar Systems shall have the ability to operate effectively during periods of all weather conditions, including extreme heat as experienced in Phoenix with summer ambient temperatures reaching upwards of 120 degrees Fahrenheit.

7. VEHICLE REQUIREMENTS

- 7.1. The Contractor is responsible for providing each Mobile Speed Photo Radar vehicle which shall be approved by the City's Contract Administrator.
- 7.2. All Mobile Speed Photo Radar Vehicles must be able to negotiate a variety of roadway conditions and be able to be deployed in confined areas.
- 7.3. Contractor's vehicles shall have the following as minimum equipment:
 - 7.3.1. Current AZ registration and emissions stickers, if required



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- 7.3.2. Solid white exterior
 - 7.3.3. Operating cellular telephone if occupied
 - 7.3.4. Contractor's vehicles shall have the following as minimum equipment:
 - 7.4. Each vehicle shall be marked with-Phoenix Police and Photo Enforcement decals.
 - 7.5. The City of Phoenix will be responsible for purchasing the markings.
 - 7.6. The markings shall be applied consistently with City standards.
 - 7.7. In the event that the Contract terminates, the Contractor shall allow the City at least two (2) weeks after the termination of the Contract to remove any contents owned by the City.
 - 7.8. Markings shall comply with specifications relating to Mobile Speed Photo Enforcement Vehicles, as listed in A.R.S.§28-1204E, as presently worded or as amended during the life of the contract.
 - 7.9. The Contractor shall be responsible for all repairs, maintenance, registration and licensing, insurance, fueling, etc., as required to operate each vehicle.
- 8. OPERATION OF MOBILE SPEED PHOTO RADAR UNITS / CONTRACTOR STAFFING**
- 8.1. The Contractor shall transport the Mobile Speed Photo Radar Unit(s) and required signage to the enforcement location(s), and ensure it is capable of deployment at the specified date/time, etc.
 - 8.2. The Contractor is not required to remain with the Mobile Speed Photo Radar Unit(s) during operation.
 - 8.3. The Phoenix Contract Administrator shall have final and sole authority to determine which locations will receive Photo Enforcement.
 - 8.4. Deployment shall mean the vehicle is at a specified deployment site, with required signage, is operational and capable of registering violation images.
 - 8.5. The City intends to deploy Mobile Speed Photo Radar unit(s) twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, not including established or needed maintenance. The City's Contract Administrator will determine the exact location(s) and deployment hours, as needed.
 - 8.6. The City may choose to deploy Mobile Speed Photo Radar units in varying time lengths, anywhere from one (1) to one hundred eighty (180) days at a time. The City intends to schedule deployment location changes on Mondays and Fridays but may be subject to change at any time.
 - 8.7. The City's Contract Administrator, in cooperation with Traffic Engineering, will select the specific locations to be monitored based on criteria related to high collision locations, school zones, and citizen complaints.
 - 8.8. The City's Contract Administrator will notify the Contractor of all accepted deployment locations seven (7) calendar days prior to actual deployment.



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9. PORTABLE SPEED (NON-VEHICLE) PHOTO RADAR UNITS

- 9.1. The Portable Speed Photo Radar Units shall be deployed with required signage in school zones and areas in the City as directed by the Contract Administrator.
- 9.2. The Contractor shall not be required to provide an operator for a deployed Portable Speed Photo Radar Units.
- 9.3. The Portable Speed Photo Radar Units cannot block traffic, walkways, or driveways.
- 9.4. The Portable Speed Photo Radar Units must be secure from tampering and damage to the Units, camera and other hardware.
- 9.5. The Portable Speed Photo Radar Units must be easily moved to be deployed from location to location.
- 9.6. The Portable Speed Photo Radar Units, depending on the design, may be left on site. The City of Phoenix shall have the final option to decide whether any part of the Portable Unit can be left on site.
- 9.7. The Contractor shall provide a minimum of four (4) fully equipped and automated Portable Speed Photo Radar Units.
- 9.8. The Contractor's Portable Speed Radar equipment must be able to record the actual speed of a target vehicle within the range of 1 mile per hour to 11 miles per hour over the posted speed.
- 9.9. The Portable Speed Photo Radar Units shall be capable of performing calibration tests.
- 9.10. The Portable Speed Photo Radar Unit calibration tests shall be required at the start and end of each deployment.
- 9.11. The Portable Speed Photo Radar Unit calibration test documentation shall include the Serial Number of each unit being tested and the serial number of the tuning fork, if used.
- 9.12. Each Portable Speed Photo Radar Unit shall be capable of providing a video recording of each violation to be used by police during review.
- 9.13. The Contractor's technicians must be prepared to testify
- 9.14. The City's contract administrator will notify the Contractor of all accepted deployment locations seven (7) calendar days prior to actual deployment.
- 9.15. Deployment shall mean the portable unit is at a specified deployment site, with required signage, is operational and capable of registering violation images.
- 9.16. The City intends to deploy Portable Speed Photo Radar unit(s) twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, not including established or needed maintenance. The City's Contract Administrator will determine the exact location(s) and deployment hours, as needed.
- 9.17. The City may choose to deploy Portable Speed Photo Radar units in varying time lengths, anywhere from one (1) to one hundred eighty (180) days at a time. The City intends to schedule deployment location changes on Mondays and Fridays but may be subject to change at any time.



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- 9.18. The City's contract administrator, in cooperation with Traffic Engineering, will select the specific locations to be monitored based on criteria related to high collision locations, school zones, and citizen complaints.
- 9.19. The Contractor shall provide additional Portable Speed Photo Radar Units upon request of the City of Phoenix at Contract pricing.
- 9.20. Portable Speed Photo Radar Systems shall have the ability to operate effectively during periods of all weather conditions, including extreme heat as experienced in Phoenix, with summer ambient temperatures reaching upwards of 120 degrees Fahrenheit.

10. INTERSECTION ENFORCEMENT CAMERA SYSTEMS

- 10.1. Each system shall be defined as inclusive of all equipment and personnel required to complete the operation of an intersection camera enforcing Speed and Red-Light violations.
- 10.2. The Contractor shall install all hardware including the traffic loops or sensor array.
- 10.3. The required hardware shall include, at a minimum, all computer interfaces, software, cameras, flash strobes, sensor arrays or loops, wiring, and any necessary appurtenances to provide a fully functional system.
- 10.4. The Contractor shall provide intersection enforcement camera systems for a minimum of one (1) approach to a minimum of ten (10) intersections, subject to the City's right to determine the number of sites per Section 10.6.
- 10.5. The Contractor shall provide the appropriate number of camera sets to monitor those ten (10) systems.
- 10.6. The City reserves the right to determine the location and number of sites as it may deem appropriate at the commencement of the Contract. In addition, the City reserves the right to move/relocate existing systems during the life of the Contract, upon request of the Contract Administrator.
- 10.7. The Contractor shall provide additional Intersection Enforcement Camera System(s) upon request of the City of Phoenix Contract Administrator subject to Contract pricing.
- 10.8. One camera system shall be capable of monitoring all through traffic in one direction at one intersection.
- 10.9. Each camera system shall also have sufficient computer and any other associated equipment necessary to record, document and track for record keeping and court purposes, a vehicle and driver entering an intersection against a red traffic signal in violation of ARS 28-645A3(a)
- 10.10. Each camera system shall also be capable of detecting and generating color images of vehicles that enter the intersection on a green or yellow signal light in violation of ARS 28-701(A) (Speed Greater than Reasonable and Prudent).
- 10.11. Each system shall also have sufficient computers and any other associated equipment necessary to record, document and track for record keeping and enforcement purposes, the vehicle and driver detected committing a speed violation.



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- 10.12. The City shall have sole and final authority to designate intersections and the approaches to be monitored.
- 10.13. The Intersection Enforcement Camera Systems shall be monitored, calibration checked and serviced by the Contractor's technicians as directed by the City's Contract Administrator.
- 10.14. The Contractor's technicians must be prepared to testify in City Court at the expense of the Contractor.
- 10.15. Each Intersection Enforcement Camera System shall have the capability of generating color images of both the front and rear of a vehicle that is believed to have entered an intersection on a red traffic signal while traveling straight through the intersection.
- 10.16. Each Intersection Enforcement Camera System shall have the capability of providing a video recording of each violation to be used by police during review.
- 10.17. Each of the camera systems placed at locations shall be operated on a twenty-four (24) hour basis, barring down time for repairs and maintenance.
- 10.18. Malfunctions in the Intersection Enforcement Camera Systems shall not interfere with the continued operation of any traffic control system.
- 10.19. On a monthly basis the Contractor shall physically inspect each approach and site for proper signage, visibility, and functionality. All signs must be in compliance with the City's Design Standards & Policies Manual. Any deployment not in compliance will be suspended pending proper signage compliance and approval by the City's Contract Administrator.
- 10.20. The Contractor shall also conduct a minimum of one (1) independent speed verification at each site every 90 days.
- 10.21. The Contractor's independent speed verification shall be done with a certified and calibrated instrument and be performed in a manner agreed upon by the City's Contract Administrator.
- 10.22. The Contractor's independent speed verification tests must confirm the accuracy of the system in accordance with the Contractor's system specifications.
- 10.23. The Contractor shall immediately shutdown enforcement of any lane or approach that does not pass the speed verification tests.
- 10.24. The City's Contract Administrator shall be notified the same day.
- 10.25. The Contractor shall not re-open lane or approach for speed capture until problems are resolved and the lane or approach has been re-verified for speed capture.

11. INSTALLATION OF INTERSECTION ENFORCEMENT CAMERA SYSTEMS

- 11.1. The Contractor shall be responsible for complete installation of each Intersection Enforcement Camera Systems except for connections to the City's traffic signal systems made inside a traffic signal cabinet.



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- 11.2. All installations shall be in accordance with all current professional standards as set forth by the City of Phoenix Street Transportation Department, the Arizona Department of Transportation, and the Manual on Uniform Traffic Control Devices (MUTCD).
- 11.3. The Contractor shall work in conjunction with the City of Phoenix Street Transportation Department and the Signals Superintendent, in all matters related to City traffic signal connections.
- 11.4. The Contractor shall ensure that a traffic barricade plan is submitted to the City for approval for any work being performed in the roadway by either the Contractor or its Subcontractor.
- 11.5. The Contractor is required to obtain all required work permits and comply with all the requirements set forth in it.
- 11.6. Any damage to the roadway or traffic signal equipment caused by the installation (and/or maintenance) of the Contractor's equipment shall be repaired to the satisfaction of the City of Phoenix Street Transportation Department, and at the cost of the Contractor.
- 11.7. All of the Contractor's installation processes shall conform to local, state, and federal requirements and guidelines and be approved by the City of Phoenix Street Transportation Department.
- 11.8. Loop installation must comply with the City of Phoenix, Traffic Signal Standards and Specifications as outlined in Section 473 DETECTORS. (<https://www.phoenix.gov/streetssite/Documents/2020%20City%20of%20Phoenix%20Traffic%20Signal%20Standard%20Specifications.pdf>).
- 11.9. Installation of loops must be in compliance with ADOT and CALTRANS specifications.
- 11.10. Loops installed within pedestrian crosswalks shall be done in a manner that does not leave any rough surfaces.
- 11.11. All signal equipment meets NEMA (National Electrical Manufacturers' Association) Traffic Control Systems Standards.
- 11.12. The City of Phoenix uses NEMA and ATC Traffic controller standards.
- 11.13. The Contractor's equipment shall meet or exceed present and future NEMA Traffic Control Systems Standards. NEMA and ATC standards as published in the City of Phoenix "Design Standards and Policies Manual," Section 5.4, as they relate to interconnection compatibility with signal equipment.
- 11.14. 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.
- 11.15. The Contractor's system shall provide a convenient means of disconnecting the power for the Photo Enforcement System from the traffic signal system.
- 11.16. The City's Contract Administrator/ Signal Superintendent shall retain the right to disconnect the Contractor's system from the traffic signal system when, in the opinion of the City's Street Transportation Department, it is in the City's best interest to do so for



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purposes of maintenance, repair, troubleshooting, or other reasons related to the proper operation of the traffic signal system.

11.17. The Contractor's camera system shall monitor the status of the traffic signal via field terminals (120 VAC) with a 5A fused connection to ensure proper protection and functionality.

12. DISPOSITION OF CAMERA EQUIPMENT SYSTEMS (HARDWARE)

12.1. Upon termination of this Contract, for whatever reason, the City shall take ownership at no additional cost of the following system components:

- All below ground conduit, wiring, detection loops and piezos

12.2. Contractor shall be responsible for removal at their own expense and shall retain ownership of:

- All detection system poles
- All detection system control cabinets
- All still cameras
- All video cameras
- All flash units
- All computer components connected to the above listed items

13. CONTRACTOR'S COMPUTER SYSTEM DUTIES AND RESPONSIBILITIES

13.1. The Contractor shall pay costs associated with programming requirements to accommodate the transferring of information to and from the Court and any modifications to the Court case management system.

13.2. Any software developed by the Contractor must be compatible with the Court's software/database.

13.3. The Contractor shall be able to transmit and accept pipe-delimited files via Secure File Transfer Protocol (SFTP) and maintain an FTP site for accommodating these transfers.

13.4. The transferred file(s) shall be transmitted to the FTP site after 12:00 am and prior to 5:00 am daily (seven [7] days a week).

13.5. The FTP site shall be operational twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

13.6. The FTP process may be changing to an API based messaging process. The current process is an IBM MQ XML based messaging process. The contractor shall need to adopt this method when the Court adopts this method.

13.7. The Contractor shall be able to accept a daily (7 days a week) electronic transfer from the Court.

13.8. The electronic transfer contains the following required fields (Please note: This list may change due to changes in the Court software or changes required by law):

- Case numbers for imported citations
- Court dates



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- Disposition updates
 - Under Advisement notice
 - Process service notifications
 - Case amendments
 - Address updates
 - Bad address notification
 - Notice of Appearance
 - Lack of jurisdiction dismissal notifications
- 13.9. The contractor shall be required to provide a daily (7 days a week) electronic transfer to the Court in a format compatible with the Court's database. This transfer contains (not an all-encompassing list, will be updated if necessary):
- 13.9.1. New citations for filing – the following transfer list contains all the required fields. (Please Note: This list may change due to changes in the Court software or changes required by law):
- Basic citation information
 - Court designated charge codes
 - Driver license class
 - Camera code that uniquely identifies the installation that took the photo
 - Unique ID that would identify the incident/citation in the Contractor's system
 - Name of the corresponding citation image file
- 13.9.2. Reissued citations from nomination /traffic violation correspondence (MUST be accompanied by a dismissal of the nominated citation)
- 13.9.3. Dismissal requests (MUST be accompanied by reissue if dismissal resulted from a reissuance)
- 13.9.4. Address updates
- 13.9.5. Process service package given to process service company
- 13.9.6. State cancelling process service
- 13.9.7. Affidavit of non-driver received (AofND)
- 13.9.8. AofND not accepted, letter sent to defendant
- 13.9.9. Affidavit of Service
- 13.10. The contractor shall process all of the daily transfer(s) from the Court. Thereafter, the contractor shall transfer to the Court all updates to ensure that the transfer(s) are applied to contractor's records first.
- 13.11. The contractor shall provide the Court an electronic image of all citations filed in Portable Document Format (PDF) format. The image is to be transferred the same day as the citation is transferred.
- 13.12. The full requirements and layout of the transfer files, naming convention of transfer files and images, and the requirements for the citation image are located in the business rules.



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14. TURNKEY OPERATION

- 14.1. A “turnkey” operation shall mean the Contractor shall provide all the necessary equipment associated with the enforcement systems, and all staff necessary to install, operate and maintain same as well as providing all necessary services including but not limited to:
- 14.1.1. Photographing vehicles allegedly not stopping for a red traffic signal or speeding.
 - 14.1.2. Obtaining vehicle registrations, including out of state registrations.
 - 14.1.3. Reviewing the photographs to ensure the license plate and driver are clearly visible.
 - 14.1.4. Blurring of all passengers other than the driver within the vehicle.
 - 14.1.5. Matching the vehicle make, model and type described in the registration information.
 - 14.1.6. Performing quality control in the form of a second opinion as to the validity of the license plate and operator identification.
 - 14.1.7. Generating a citation and photograph to be mailed to the violator; Transferring electronic files of citation information to the Phoenix Municipal Court and back.
 - 14.1.8. Providing court testimony of those citations that are contested.
 - 14.1.9. Provide a Toll Free 1-800 phone number and violation viewing website.
- 14.2. Turnkey shall include the following operations:
- 14.2.1 After the Contractor has performed its quality control examination in the form of a second opinion as to the validity of the license plate and operator identification, and before a citation is generated and the photograph mailed to the violator, all such information shall be forwarded to the Phoenix Police Department for final verification and authorization for the issuance of a citation and photograph mailing to the violator.
 - 14.2.2 In the event that there is no response to the original citation mailed to the violator, within approximately thirty (30) calendar days a copy of the citation and a copy of the violator’s photograph shall be personally served on the violator in accordance with the Arizona Rules of Civil Procedure
 - 14.2.3 The Contractor shall be solely responsible for all process service. See Sections 31 through 34 for conditions of process service.
 - 14.2.4 The Contractor shall be responsible for repairs, and maintenance of all equipment including, but not limited to, imaging, computer and camera/radar related equipment, vehicles and any other equipment and supplies necessary for complete operation.
 - 14.2.5 The Contractor must make repairs within forty-eight (48) hours of any equipment malfunction.



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- 14.2.6 Unless otherwise agreed upon by the City's Contract Administrator, repairs that cannot be made within forty-eight (48) hours of malfunction shall be a violation and subject to liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)
- 14.2.7 In the event that a City initiated road work project causes Photo Enforcement equipment to be removed, damaged or relocated, the Contractor will be responsible for all costs related to repairing the site to working order, unless such repair is cost-prohibitive to the Contractor then the site shall not be required to be restored. The City shall not be responsible for costs for equipment or hardware (such as detection loops or violation lines) that are damaged as a result of routine or emergency maintenance activities performed by City employees or City contractors, except where caused by the negligence or willful misconduct of the City. The City, or any City subcontractor, shall give the Contractor at least 72 hours advanced notice before such City initiated road work begins to allow Contractor time to protect and secure its equipment. Planned work schedules can be found as follows:
- Repair and Maintenance of roadways are planned out according to the Streets Transportation budget per Fiscal Year. The anticipated street resurfacing schedule can be obtained online at <http://www.phoenix.gov/streets>
 - Capital Improvement Projects are planned years in advance and the schedules for these projects can be found online at <http://www.phoenix.gov/streets/projects>
- 14.2.8. The Contractor must be capable of servicing all equipment, fixed or mobile, from a location within the Phoenix Metropolitan Area.
- 14.2.9. The Contractor must provide staffing for any selected photo enforcement system and any additional support personnel necessary to address citizen concerns and processing of complaints in a timely, professional, and effective manner.
- 14.2.10. The Contractor's staff responsibilities shall include responding to phone inquiries from citizens, personal contact, requests to review photographs, and providing hearing dates and times at the direction of the Phoenix Municipal Court.
- 14.2.11. The Contractor shall provide all requested and associated equipment, materials, and personnel required to operate a citation processing system in cooperation with the Phoenix Municipal Court and the Phoenix Police Department.

15. CONTRACT STAFFING



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- 15.1. All third-party contractors who operate photo enforcement systems in Arizona are subject to private investigator licensing requirements as stated in Arizona Revised Statute (“A.R.S”) 32-2401 -2462. Contractor’s submittal must include copies of all applicable state-required licenses.
- 15.2. The Contractor shall provide staffing for all speed camera enforcement including screening, hiring, scheduling, assigning, etc. at the direction of the City’s Contract Administrator.
- 15.3. The Contractor shall staff and pay any associated costs of preparing for and making Court appearances.
- 15.4. The Contractor shall assure its support personnel shall provide Court testimony, address citizen’s concerns and process complaints in a timely, professional, and accurate manner.
- 15.5. The Contractor’s support staff shall be responsible for responding to phone inquiries from citizens, personal contact, requests to review photographs, and providing hearing dates and times at the direction of the City of Phoenix Municipal Court.
- 15.6. The Contractor shall maintain a sufficient number of background-checked employees to provide continuous, delay free service under this Contract.
- 15.7. Any and all of the Contractor’s employees, including all owners, officers and subcontractor’s that may perform the work under this Contract, are required to adhere to background investigation process and substance abuse screening.
- 15.8. The Contractor’s staffing shall reflect upon the City of Phoenix and the Phoenix Police Department. The Contractor’s personnel assigned to the City of Phoenix Contract must be sensitive to the fact that they will be representing the City of Phoenix and must be customer oriented and professional. The Contractor’s personnel shall be required to:
 - Be courteous at all times.
 - Maintain a professional appearance and demeanor.
 - Conform to grooming standards of the City of Phoenix.
 - Dress appropriately for Court appearances (males required to wear a tie).
 - Refrain from use of tobacco products while in the vehicle housing a speed camera or in the public view.
 - Adhere to a code of conduct to be agreed upon by the Contractor and the City’s Contract Administrator.
 - Possess good interpersonal and communication skills.
 - Present testimony in Phoenix Municipal Court or appropriate appellate Court in a professional and accurate manner.
 - Wear appropriate attire while in the Photo Enforcement vehicles (uniform, as agreed upon with City Contract Administrator).
 - Provide accurate information



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- 15.9. In addition, prior to engaging in work for the Contractor, personnel shall be required to submit to and provide proof of successful completion of a full state and federal criminal background investigation, together with the Substance Abuse screenings as set forth below.
- 15.10. The Contractor's employees who regularly come into direct contact with the public shall be clearly identifiable by individual uniforms with name badges, nametags or identification cards.
- 15.11. The Contractor shall assure that its employees serve the public in a courteous, helpful and impartial manner.
- 15.12. All employees of the Contractor in both field and office shall refrain from belligerent behavior and/or profanity.
- 15.13. Correction of any discourteous or belligerent behavior and language shall be the responsibility of the Contractor.
- 15.14. In the event a notice is received of allegations that the Contractor's employee(s) was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Contractor shall, within the time specified submit to the City's Contract Administrator, a written report, outlining the complete details of the incident.
- 15.15. The written incident report shall include the nature of the incident, time, date and location, together with the name, address and telephone number of the person alleging the violation.
- 15.16. The written incident report shall also include the name and title of the employee and what resolution or disciplinary action, if any, was taken.
- 15.17. The written incident report shall also include the action taken to re-contact the complaining party.
- 15.18. The Contractor shall maintain file of such written incident reports for the duration of the Contract and make them available upon request by the City's Contract Administrator.
- 15.19. The Contractor shall notify the City's Contract Administrator within twenty-four (24) hours of any incident reflecting any of the above unacceptable conduct.
- 15.20. Failure to timely notify the City's Contract Administrator of the above listed unacceptable conduct may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)
- 15.21. All Contractor personnel performing work under this Contract shall be subject to the prior and continuing approval of the City of Phoenix Contract Administrator.

16. CITATION GENERATION AND PROCESSES

- 16.1. The City will perform the Police Authorization Phase of the Citation process in-house.



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16.2. The Contractor shall perform all Quality Control stages up to, but not including the Police Authorization stage.

17. IMAGES / PHOTOGRAPHS / VIDEO

- 17.1. The Contractor shall ensure there are clear unobstructed digital images for each filed complaint.
- 17.2. The Contractor shall enlarge images for court purposes as required.
- 17.3. The contractor shall mail a violation photograph or a high-quality copy of the photograph to the violator along with the citation.
- 17.4. The contractor shall pay for the printing and mailing costs for the citations and photographs or copies of photographs.
- 17.5. The contractor must be able to provide a duplicate copy of any generated violation image upon request of the Court or a citizen.
- 17.6. The Contractor's digital still photographs shall be in resolution of twelve (12) megapixels or greater. Digital still photographs capturing the rear of violator vehicles shall be of high enough quality to identify and read vehicle license plates, including temporary (paper) license plates issued by a Motor Vehicle Department. Digital still photographs capturing the front of violator vehicles shall be of high enough quality to clearly and easily identify drivers of vehicles in any enforced lane of a roadway. Exceptions shall be made for drivers with illegal license plate covers and/or illegal material on a windshield.
- 17.7. The Contractor's video capturing shall be at a minimum resolution of 1080p. All intersection and mobile/portable speed systems shall be capable of recording "24/7" rolling video of the enforced roadway. The video shall be stored and retained for at least thirty (30) days and shall be made available to the City and/or Contract Administrator within two (2) hours of request. Exceptions shall be made for video requests which exceed one (1) hour in length.
- 17.8. All digital images produced by the Contractor shall be used only for prosecution purposes and any other purpose authorized by the City's Contract Administrator.
- 17.9. All digital images, which result in the filing of a complaint, shall clearly show the following:
 - A motor vehicle committing a suspected violation.
 - An image of the driver's face.
 - An unobstructed image of the rear license plate of the vehicle.
- 17.10. All digital images shall include a data line with the following information imprinted upon the image but not obstructing the violation images:
 - Day, month, year of suspected violation.
 - Time of the suspected violation (hh.mm.ss).
 - Speed of the vehicle photographed.



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- Traffic signal phase and time for both Red Light Phase and Amber Phase related to the captured violation (in the event of an intersection camera unit capturing a red-light violation).
 - Posted speed limit.
 - Direction of the vehicle photographed.
 - Operator/Technician identification code.
 - Location code.
 - Frame sequence number.
 - A geographic location where the suspected violation occurred.
- 17.11. The Contractor shall provide a method for examination, retrieval, and reproduction of digital images, etc., for any photographed vehicle.
- 17.12. The Contractor shall provide to the City's Contract Administrator photographs of all violator vehicles bearing fictitious or altered plates
- 17.13. The Contractor shall perform ad hoc computer queries/reports when required to ascertain information related to any law enforcement purpose as requested by the City's Contract Administrator.
- 17.14. The Contractor shall provide digital still images and digital video clips from fixed and mobile detection systems for viewing to citizens who received the complaints through an Internet website.
- 17.15. No one shall be allowed to view a violation photograph of another person. The exception to this requirement allows adults to view the violation photograph received by their minor children.
- 17.16. Photos must be readily available for review by citizens for no less than one (1) year from the date of violation via a secure Internet website, created and maintained by the Contractor.
- 17.17. The Contractor shall provide an audit trail of all unusable and unattainable images with documentation regarding why the photograph was unusable and/or a citation was not generated.
- 17.18. No citations for speeding violations shall be issued unless the speeding vehicle is traveling at least eleven (11) miles per hour over the posted speed limit, provided exceptions may be made for school zones with the permission of the City's Contract Administrator.
- 17.19. In all instances, the City's Contract Administrator shall determine the appropriate speed enforcement margin for a particular location.
- 17.20. The Contractor shall be responsible for electronically providing digital photographs, digital video clips and the Police Authorization screen to the City's Contract Administrator for police authorization review within ten (10) days, excluding City holidays, of the violation Contractor will not be deemed to be in breach of this provision for delays that are outside the reasonable control of the Contractor,



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including but not limited to DMV data not being readily available, power outages, or cellular connectivity issues.

- 17.21. The Police Authorization review screen shall have buttons for: (1) Reject, (2) Issue Citation, (3) Supervisor Review, (4) RE-Crop, (5) Skip and (6) Issue Notice of Violation correspondence.
- 17.22. The Contractor shall be responsible for mailing an approved citation or Notice of Violation correspondence by no later than the following business day, after approval by the Phoenix Police Department Staff, unless such approval is after 2:00 pm AZ time, then no later than two business days after such approval.
- 17.23. The Contractor shall submit to Phoenix Police Department staff via the Police Authorization screen digital photographs and video clips of any emergency vehicle traveling in excess of the threshold speed limit or failing to stop for a red light.

18. QUALITY CONTROL

- 18.1. No violations shall be submitted for Police Authorization unless the violation images establish the following elements:
 - The driver's face is visible. Additional clarification to be determined and mutually agreed upon by the Contractor and Contract Administrator and/or Phoenix Police Department.
 - Registration information matches make and/or model of the vehicle in the photograph.
 - A second contractor employee has reviewed all violation images to ensure no misread registration plates shall result in faulty citations.
- 18.2. In accordance with A.R.S. §28-1593(b), the citations must be filed with the Court within ten (10) court days following the date of issuance of the citations.
- 18.3. As used herein, "Court" days shall be understood to mean Monday through Friday only, except for legal holidays occurring thereon.
- 18.4. In the event traffic violation correspondence is issued or a citation is reissued to reflect a properly identified actual driver, such citations must be mailed within sixty (60) days of the date of violation. The contractor's deviation from this policy or any disregard of any quality control measures specified above shall be deemed a quality control violation and may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)
- 18.5. The City's Contract Administrator reserves the right to have anyone removed from any visible role in the Photo Enforcement Program for a violation of standards of conduct, grooming, quality control, or deployment parameters if the violation is not cured within ten (10) days of the Contractor being placed on notice. The Contract Administrator has the sole authority for determining if a violation warrants removing the employee from a visible role in the Photo Enforcement Program.



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- 18.6. Violation of written quality control measures, standards of conduct, grooming or deployment parameters may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.) The City's Contract Administrator has the sole authority to determine whether a violation has occurred.
- 18.7. The City's Contract Administrator shall direct the Contractor on all deployments of all Photo Enforcement Systems.
- 18.8. All deployments require written approval of the City's Contract Administrator.
- 18.9. The Contractor shall not deploy on a roadway any less than two-tenths (.2) miles beyond a drop in the speed limit without specific written permission from the City's Contract Administrator.
- 18.10. The Contractor's deployments shall not block sidewalks and shall leave not less than four feet of sidewalk or pathway width to permit passing of pedestrians, bicycles, wheelchairs, strollers, etc.
- 18.11. Violation of any deployment schedule or location parameter as specified by the City's Contract Administrator may result in liquidated damages. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions). The City Of Phoenix Police Department shall have sole authority to determine whether a violation has occurred.
- 18.12. The Contract Administrator may add quality control measures at any time.
- 18.13. Reports or documents requested from the Contractor must be provided as required by the City's Contract Administrator in a timely manner.
- 18.14. The Contractor shall ensure employee compliance with all traffic laws while working within the scope of this contract.

19. VEHICLE REGISTRATIONS AND DRIVER'S LICENSE INFORMATION

- 19.1. The Contractor shall obtain vehicle registration information to issue citations and traffic violation correspondence.
- 19.2. The Contractor shall obtain registration and Driver's License information after submitting the request through the Motor Vehicle Division of the state of issuance. The requests shall be received within three days of transmittal to the state of issuance – on 90% of requests. This is to meet the requirements of issuing citations promptly which include registration, Driver's License expiration dates, class, and status, when such information is included in the reply from the state of issuance. Failure to obtain this information may result in liquidated damages (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions) and/or may result in a letter of noncompliance.

20. CITATION (COMPLAINT) FORMAT AND TRACKING



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- 20.1. All complaints shall be in a format provided and reviewed by the City's Contract Administrator or designee and approved by the Arizona Supreme Court. Information mailed to defendants shall include:
 - Citation
 - Photograph
 - Options for defendant
 - General photo enforcement information
- 20.2. Information mailed to defendants may need to be updated on occasion due to changes in Court processes and or legislation. The Contractor must be able to make changes in a timely manner and absorb costs of changes and postage.
- 20.3. All complaints shall bear a unique complaint number for tracking purposes (numbers shall not duplicate each other or existing City numbers).
- 20.4. The current requirements are that citation numbers shall consist of nine (9) digits.
- 20.5. The Phoenix Municipal Court will provide the numbering scheme to be utilized.
- 20.6. The Contractor shall have the capability of electronically transferring citations and complaint data to the Phoenix Municipal Court's Case Management System in a manner directed by the City of Phoenix Information Systems Department and the Phoenix Municipal Court.

21. SERVICE OF CITATION

- 21.1. The Contractor shall bear all costs for the mailing of citations, traffic violation correspondence, photographs/copies of photographs, printing, and other associated costs and expenses required to manage a professional processing center.
- 21.2. The Contractor shall be responsible for mailing an approved citation or Notice of Violation correspondence by no later than the following business day, after approval by the City of Phoenix Police Department Staff, unless such approval is after 2:00 pm AZ time, then no later than two business days after such approval.
- 21.3. The Contractor's processing must comply with applicable court rules and state and city laws or regulations.
- 21.4. The citation shall be accompanied by specific, clear instructions that are approved by the Contract Administrator.
- 21.5. In the event that there is no response to the original citation mailed to the violator, within approximately thirty (30) calendar days a copy of the citation and a copy of the violator's photograph shall be personally served on the violator in accordance with the Arizona Rules of Civil Procedure.
- 21.6. The Contractor shall be solely responsible for all process service.
- 21.7. The Contractor's process service shall be in accordance with Arizona Rules of Civil Procedure, Rule 4.1 that governs Service of Summons upon Individuals, and in compliance with any additional City requirements.



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22. NOTICE OF VIOLATION CORRESPONDENCE

- 22.1. Notice of Violation correspondence shall be issued when the vehicle is registered to a business or corporation.
- 22.2. The Notice of Violation correspondence format shall include, where applicable, the speed limit and the actual speed or length of time the signal light was red for red light violations.
- 22.3. All future modifications to Notice of Violation correspondence shall be made at no expense to the City of Phoenix as required by the City's Contract Administrator.

23. RECORD KEEPING

- 23.1. The Contractor shall maintain and provide to the City, as requested, all digital images and digital video clips produced by all detection systems for a period of one (1) year from the date of the violation, including voided and non-actionable or unusable digital images and digital video clips. Digital images and digital video clips, that result in a citation or Notice of Violation being issued by the City shall be retained by Contractor and provided to the City, if requested, for a period of five (5) years from the date of the violation.
- 23.2. All digital images and digital video clips recorded and stored under the Contract by the Contractor are to be and shall remain the property of the City of Phoenix.
- 23.3. The Contractor shall maintain appropriate chain of custody of evidence that meets the requirements of the City of Phoenix.
- 23.4. All digital images shall be subject to inspection by the City's Contract Administrator or designee, with copies provided when requested.
- 23.5. The Contractor shall maintain sufficient records to ensure compliance with Arizona Revised Statutes § 28-1560 and Supreme Court Administration rules.

24. REPORTING

- 24.1. The Contractor shall submit and/or make available to the City of Phoenix, through the City's Contract Administrator a monthly report of photo enforcement results.
- 24.2. Monthly reports shall be provided and/or made available within fifteen (15) calendar days from the end of the previous month. The report shall include a minimum of the following information:
 - Total number of violations photographed.
 - Total number of actionable violation images.
 - Total number of not actionable violation images by major category (i.e., face obstruction, glare, gender match, etc.).
 - Total number of complaints filed with the Phoenix Municipal Court.
 - Deployment statistics by location.



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- Total number of violators that have responded to the court after the mailed citation.
 - The total number of red-light digital images taken and the number of those images that have resulted in citations.
 - The total number of speed digital images taken by the red light/speed camera systems and the number of those images that result in citations.
 - The total number of digital images taken by the mobile speed enforcement system and the total number of those images that result in citations.
 - Location Trending Reports.
 - Officer Approval Report.
 - Top Violator Report listed by active citations (by both individual and corporations)
 - Number of Criminal Speed Violations captured.
 - Violation Rate at Deployment Site.
 - Average Vehicle Speed and Average Speed of Violators.
 - Number of traffic violations converted to Citations.
 - Total Number of traffic violations by category (i.e. Violations issued to Persons and Corporations).
 - Additional reports as requested by the Contract Administrator.
- 24.3. The Contractor shall provide quarterly and yearly summary data pertaining to monthly reporting mandates, and year to date statistics.
- 24.4. The Contractor shall prepare an initial program evaluation report six (6) months after the beginning of the program. This report shall include an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented.
- 24.5. The Contractor shall complete and submit a comprehensive program evaluation by the end of the first year of the contract and each subsequent contract year thereafter.
- 24.6. The City will review all reports and audits to verify the Contractor's performance with the Scope of Work to make recommendations as to program modifications and to evaluate overall program effectiveness.
- 24.7. The Contractor shall provide any other such report or reports, and document or documents as are mutually agreed upon and useful to further the mission to reduce collisions.

25. TRAINING

- 25.1. The Contractor shall provide training to City of Phoenix personnel as reasonably necessary to understand the operation of the Intersection Enforcement Camera Systems, Mobile Speed Photo Radar vehicles and Portable Speed Photo Radar Units.



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- 25.2. Intersection Enforcement Camera Systems, Mobile Speed Photo Radar vehicles and Portable Speed Photo Radar Unit training shall be provided to persons designated by the City's Contract Administrator.
 - 25.3. Intersection Enforcement Camera Systems, Mobile Speed Photo Radar vehicles and Portable Speed Photo Radar Unit training shall include initial training by the Contractor at the start of the Contract and the Contractor shall provide on-going training for the duration of the Contract as requested by the City's Contract Administrator.
 - 25.4. The Contractor shall provide reasonable and necessary training in the operation of the Intersection Enforcement Camera System(s) for the City's traffic signal personnel.
 - 25.5. Intersection Enforcement Camera System (s) training shall provide the City's traffic signal personnel with a basic understanding of how the camera system(s) operates and a detailed understanding of how the system(s) interfaces with the City's traffic signal equipment.
 - 25.6. The anticipated number of City employees requiring Intersection Enforcement Camera System (s) training is fifteen to twenty (15-20).
 - 25.7. The training provided by the Contractor shall be conducted within the City of Phoenix, at a site that is determined convenient for City personnel by the City's Contract Administrator.
 - 25.8. Class sizes shall be limited so as to provide a quality-training atmosphere. Class size shall be limited to a maximum of fifteen (15) trainees to each instructor.
- 26. COURT TESTIMONY**
- 26.1. The Contractor shall provide witnesses as necessary to testify as to the accuracy, calibration, maintenance, repair records, technical operation and effectiveness of all the camera/radar enforcement systems.
 - 26.2. The City of Phoenix agrees to make reasonable efforts to prosecute each complaint filed.
 - 26.3. The Contractor's employee shall testify in any and all Court proceedings at no additional cost to the City of Phoenix, whether subpoenaed by the plaintiff or defendant, including criminal or civil violations which were not processed as speed or red light violations through the Contractor's citation-generation process, but for which photo enforcement digital images may be required as evidence to support charges filed by a prosecutor or a law enforcement officer.
 - 26.4. The Contractor shall notify all operators and technicians of subpoenas and Court dates as required for successful prosecution and insure their timely appearance.
 - 26.5. Failure to appear for Court upon receipt of a subpoena may result in liquidation damages for noncompliance. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)

27. COMMUNITY AWARENESS AND COMMITTEE PARTICIPATION

- 27.1. The Contractor shall make available a staffed mobile camera enforcement van for public displays, when directed by the City’s Contract Administrator.
- 27.2. The Contractor shall be required to attend and have an active membership in the City committee composed of members of the City of Phoenix Police Department, Prosecutor’s Office, and Traffic Engineering Department. Other City departments may be added.
- 27.3. The purpose of this committee shall be to keep all pertinent City departments updated on communication efforts about the Photo Enforcement Program.
- 27.4. As a committee member the Contractor shall also help identify areas for improvement, reach solutions to current and/or future problems, identify and secure program supporters, and ensure a coordinated effort in disseminating the Focus on Safety message.
- 27.5. The Contractor shall regularly attend quarterly committee meetings at a location within the City of Phoenix. Additional meetings may be scheduled and must be attended by the contractor.

28. PROCESS SERVICE

- 28.1. The City of Phoenix requires Process Service be provided in support of its Photo Enforcement Program.
- 28.2. Process Service is required for those individuals who have not responded to mailed citations for speeding, red light running, and other violations of ARS Title 28.
- 28.3. The City of Phoenix intends to seek civil service of process throughout the State of Arizona, in accordance with the Arizona Rules of Civil Procedure and any additional City of Phoenix requirements.
- 28.4. Civil service of process throughout the State of Arizona is necessary to make effective the City of Phoenix traffic safety initiative, utilizing Photo Enforcement technology, by holding violator drivers responsible.
- 28.5. Effective process service is a critical aspect of the goal of the Phoenix Police Department to reduce the number of collisions and related injuries within the City of Phoenix.

29. PROCESS SERVICE - GENERAL REQUIREMENTS

- 29.1. The Contractor, or Subcontractor used by the Contractor, under this section must be reputable, licensed, bonded, and efficient provider of Process Service.
- 29.2. The Contractor shall be responsible for Subcontractor performance and shall provide service of process for the City of Phoenix Photo Enforcement System, and other process service needs in compliance with the following sections as stated in this Scope of Work, on an as needed, if needed basis.



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- 29.3. The Contractor shall expressly understand and agree that no quantity of service is guaranteed under the Contract, and that the City does not guarantee that the Contractor's services will be utilized to any degree under the Contract.
- 29.4. The loss of any required licenses by the Contractor or Subcontractor may be grounds for termination of the Contract.
- 29.5. The Contractor shall furnish the number of personnel that are necessary for the successful performance of all required tasks.
- 29.6. The Contractor shall inform the Contract Administrator of any changes that will impact process service, to include an increase or decrease in personnel.
- 29.7. The Contractor agrees to keep the information related to all services performed in strict confidence except as authorized or required by this agreement or the law.
- 29.8. Other than the reports submitted to the City, the Contractor agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in its possession, to those employees on its staff and the Contractor's staff who must have the information on a "need-to-know" basis.
- 29.9. The Contractor agrees to immediately notify the City in writing, in the event the Contractor determines, or has reason to suspect, a breach of the above confidentiality requirements.

30. PROCESS SERVICE CHARGES

Process service fees shall be associated with performing each type of required task. All fees shall be paid per every successful documented service according to the price sheet. Currently fees are \$48 within Maricopa County and \$67 outside of Maricopa County.

The fee descriptions are as follows:

30.1 FEE DESCRIPTIONS

Flat Fee for Service: Maricopa County

The Contractor shall charge a flat fee for all process service within Maricopa County. The fee shall be all-inclusive and shall cover any skip tracing, paid database fees, and alternative service fees.

Flat Fee for Service for Outlying AZ Counties (Not Maricopa)

The Contractor shall charge a flat fee for the costs of process service to be charged in all other Counties within Arizona. The fee shall be all-inclusive and shall cover any skip tracing, paid database fees, and alternative service fees.

31. PROCESS SERVICE - SPECIFIC REQUIREMENTS

- 31.1. The Contractor shall provide process services to assist the City for its needs.



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- 31.2. The Contractor shall satisfy all requirements included in this scope of work.
- 31.3. Notification to the Contractor to initiate process service will be issued to the Contractor by the City Court.
- 31.4. Notification from the City Court will consist of information (codes indicating “no action by vendor”) stating that process service is to commence.
- 31.5. The Phoenix Police Department or the “State” (City Prosecutor’s Office) is the ultimate approval entity that is making the request for the service of process. The City Court is only responsible for providing the data that triggers the “State’s” request for service of process.
- 31.6. Requests for service of process may also be triggered by the filing of a Notice of Appearance by an attorney for the violator, or receipt of notification by the Court of a wrong address from the first mailing to the violator by first class mail or by violators who responded but did not waive service.

32. PROCESS SERVICE – MINIMAL REQUIREMENTS

- 32.1. The Contractor shall have the capability to serve process statewide, either through its own offices and personnel or by subcontracted process service; the Contractor shall be responsible for the actions of any Subcontractor so utilized.
- 32.2. Services of Process shall be attempted on a “next day” basis and all service attempts will be completed by a specific date which shall be indicated in a section of the form provided.
- 32.3. Process service will not take place between the hours of 10:00 PM and 6:30 AM AZ TIME.
- 32.4. If the Contractor determines that such service can be executed at the driver’s license address provided, the Contractor shall, within one day, deliver the conformed copies of documents that were served to the City.
- 32.5. Any photo images delivered by process service will be of professional quality, be legible, and be produced in color.
- 32.6. The Affidavit of Service created by a successful process service must be filed electronically with the City Court. The Contractor shall provide a data record and a 300 DPI tiff image. The image is to be transferred the same day as the Affidavit of Service is transferred.
- 32.7. The Affidavit must contain the following information to be considered valid by the City of Phoenix:
 - Process was personally served on the defendant. The violation image was used to verify identity.
 - Process was served by leaving it with an adult whose identification was established using a photo driver’s license, and whose residency and relationship to the defendant was established. The full name, relationship and length of residency at the location must be recorded.



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- 32.8. If the Affidavit of Service is rejected by the Court, the Contractor shall correct the service to comply with the Judge's requirements at no additional cost to the City.
- 32.9. If the Contractor determines that service cannot be executed at the driver's license address provided by the City by a minimum of three (3) attempts at personal service, and contacted neighbors at the address provided and has performed and exhausted all public database searches and has still failed to locate the violator to be served, the Contractor \ Subcontractor shall perform, a "Skip Trace," utilizing a private "pay" databases, in an attempt service at any address discovered.
- 32.10. The Contractor shall provide to the City's Contract Administrator a methodology and a listing of resources to be used to locate individuals. The list shall include all public databases used by the Contractor locate individuals when the address provided by the City is unsuccessful in locating the violator. The list shall also include any private "pay" databases that the Contractor intends to use to "Skip Trace" those individuals who have not been located by use of the City provided address or the by use of public databases.
- 32.11. The Contractor will work with the City's contract administrator to verify the driver's license address prior to completing an Alternative Service Affidavit.
- 32.12. The Contactor shall fully detail all information used in locating the party. This information shall be detailed enough so that it could be used in an Alternate Service Affidavit if needed and be used in the event of a hearing.
- 32.13. If the Contractor is unable to obtain personal service, the Contractor shall make a determination if the violation is a good candidate for Alternative Service.
- 32.14. If the Contractor believes the violation is a good candidate for Alternative Service, the Contractor shall complete an affidavit presenting all details relating to the attempted contacts at the violator's residence and factors showing that the violator still lives at the residence.
- 32.15. Documents returned to the City by the U S Postal Service as non-deliverable, due to unknown/improper address, no forwarding address, or expired forwarding, the Contractor shall attempt to identify a proper address through on-line resources and such steps as required above, in the same manner as documents submitted for service of process due to non-response by named driver.
- 32.16. Requests for payment for Service of Process shall include the Flat Fee for each successful service within Maricopa County, shall include the Flat Fee for each successful service outside of Maricopa County (but within the State of Arizona), and a statement of cost for each successful service. Successful service means that his violation was successfully served and that all service documentation and tiff images were filed with the Phoenix Municipal Court within the time limits defined by Rule 4 of the Arizona Rules of Civil Procedure. No payments will be authorized for unsuccessful service attempts or returns.



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- 32.17. Subcontractors used under this section must be reputable, licensed, bonded, and efficient providers of service.
- 32.18. All successful and attempted process service (including alternative service) shall be video and audio recorded. Recordings must be clear, of good quality, and shall show the face of the person being served, when reasonable. Video recordings shall be stored and maintained by the Contractor for a period of three (3) years from the date of recording. Video recordings shall be made available to the Contract Administrator and/or City Prosecutor within one (1) business day of request.
- 32.19. The Contractor shall be responsible for Subcontractor performance.
- 32.20. No Service of Process shall exceed contracted rates without prior written approval from the City's Contract Administrator.
- 32.21. The Contractor shall make all diligent efforts to execute Service of Process, including making appropriate multiple documented attempts at the same address (not less than 3), and at different or varying times of the day or days of the week. All attempts to serve, and actual service, must be documented by listing observations, names of individuals contacted, and information obtained.
- 32.22. The Contractor shall immediately stop process service within one hour notification from the City Court to discontinue the requested process service.
- 32.23. Process service may be stopped for any number of reasons, including but not limited to, the violator has paid the fine, a court date has been requested, or court has located the error.
- 32.24. No fee shall be paid to the Contractor if process service has not been completed prior to receipt by the Contractor of any stop service notice from the City Court.
- 32.25. The Contractor must acknowledge to the Court, receipt of a stop service notice within such a time as is established by the City's Contract Administrator.
- 32.26. The Contractor must have the ability to respond to City inquiries regarding the status of a specific Service of Process request within one hour of the status request. Requests made within one (1) hour of office closing shall be responded to within the first work hour of the next business day.
- 32.27. The Contractor shall comply with any court subpoena, when personal testimony of the Contractor's agent is required to prove valid Service of Process.
- 32.28. In addition to court-ordered penalties, liquidated damages may apply for each missed court hearing by the Contractor. (Refer to Liquidated Damages, Paragraph 13 of the Special Terms and Conditions.)
- 32.29. The Contractor must have the capability of providing electronic data and images of all affidavits of service to the Phoenix Municipal Court and Phoenix Police Department staff within the Contractor's citation and complaint processing system.
- 32.30. Any time periods requiring that certain actions be taken by the Contractor may be modified by the City's Contract Administrator during the term of the Contract, as may be considered necessary in the best interests of the City.



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33. PROCESS SERVICE – PERFORMANCE STANDARDS

- 33.1. Timeliness Standards. The Contractor must have the ability to respond to a requesting agency's inquiries regarding the status of a specific Service of Process request within one (1) hour of the status request. Requests made within one hour of office closing shall be responded to within the first work hour of the next business day.
- 33.2. Percentage of Successful Service. The Contractor and the Contract Administrator will mutually determine the performance benchmarks for successful service of process within the first 60 days of the contract term, and the standard for the percentage of improvement in successful services of process for each year of the Contract thereafter.
- 33.3. Reporting. On a monthly basis, the Contractor shall provide the individual month and Contract inception date, cumulative number of cases requested to be process serviced and the corresponding number of cases successfully served for both in state and out of state service. The report should break down into categories the reasons for which service was not successful. When requested by the City's Contract Administrator, the Contractor shall furnish a report listing served and not served violations by zip codes. The Contractor shall work with the City's Contract Administrator to develop reports requested by the Contract Administrator during the duration of the Contract.

34. PROCESS SERVICE – ISSUE / COMPLAINT RESOLUTION PROCESS

- 34.1. The Contractor shall provide an issue/complaint resolution process to resolve and rectify problems with missed deliveries, improperly delivered documents and all other failures which may occur.
- 34.2. The Contractor must acknowledge receipt of notification of an issue or complaint from the City, in writing, within one business day of receipt.
- 34.3. At the conclusion of the Contractor's investigation of an issue, Contractor must submit a comprehensive, detailed, written summary of its actions, findings, and conclusions to the City's Contract Administrator within one business day following completion of the investigation, but in no case more than fifteen (15) days from receipt of the issue/complaint without the approval of the City's Contract Administrator.



**Exhibit C – City of Phoenix
Pricing Schedule**

CITY OF PHOENIX

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ITEM	DESCRIPTION	UNIT COST	EST QTY	EXTENDED TOTAL
Item 1A	Mobile (Vehicle) Photo Radar System *	\$3,000 (Monthly Operation Fee per system)	8 MTS	\$24,000
		\$20.00 (Per Successful Disposition Citation Fee)	1	\$20
Item 1B	Portable (non-vehicle) Photo Radar System *	\$3,000 (Monthly Operation Fee per system)	8 MTS	\$24,000
		\$20.00 (Per Successful Disposition Citation Fee)	1	\$20

ITEM	DESCRIPTION	UNIT COST	EST QTY	EXTENDED TOTAL
Item 2A	Mobile (Vehicle) Photo Radar System – New Units	\$89,500 (Initial Installation Cost for New Units)	1	\$89,500
Item 2B	Portable (non-vehicle) Photo Radar System	\$40,000 (Initial Installation Cost for New Units)	1	\$40,000

Identify the initial fee to be charged to the City, for each of the systems above. A minimum of eight (8) each mobile and eight (8) portable photo radar units are required. State the fee for each citation that has a successful disposition plus the amount of the fixed monthly fee for each item listed above.

Pass Through Process Service Fees Associated with performing type of required task:

Flat Fee for Process Service (each event): Maricopa County \$48.00

Flat Fee for Process Service (each event): Outlying AZ Counties \$67.00

*NOTE: (The successful disposition of a citation means that the violator pleads or is found responsible or successfully completes defensive driving school.) The Contractor must also include in its Pricing, a fixed total installation cost per vehicle, should the City elect to add one or more vehicles (as appropriate) for the systems (Items) listed above. The fees for each above option shall be based upon the Vendor providing a “turnkey” operating system and shall include all necessary equipment for each system to be operational.

Additional services, such as red-light cameras and fixed speed cameras (i.e., Intersection Enforcement Cameras Systems) may be added to this Agreement pursuant to the Scottsdale Contract and upon the written mutual agreement of the parties.