

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



October 27, 2016

Ladies and Gentlemen:

The City of Oxnard invites proposals from qualified contractors to conduct Automated Red Light Enforcement System for the City of Oxnard.

This request for proposal is made up of the following sections: Instructions to Proposers, General Terms and Conditions, Scope of Services, and two (2) Attachments which include a sample Trade Services Agreement and insurance requirements.

Proposers will be responsible to carefully examine the requirements contained herein.

Proposals will be received in the City of Oxnard Purchasing Office located at 300 West Third Street, Second Floor, Oxnard, CA 93030 by 4:00 p.m. on December 1, 2016. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City's website: <http://www.oxnard.org>.

Any inquiries regarding this notice should be directed to Patricia Garcia, Buyer at 805-385-7538 or email patricia.garcia@oxnard.org. The envelope containing your proposal must be sealed and marked "**RFP – Automated Red Light Enforcement System.**" Proposals will not be opened publicly.

If you have any questions, please call (805) 385-7538 or email patricia.garcia@oxnard.org.

Sincerely,

A handwritten signature in green ink that reads "Patricia Garcia".

Patricia Garcia
Buyer
City of Oxnard

CITY OF OXNARD

POLICE DEPARTMENT

**REQUEST FOR PROPOSALS (RFP)
AUTOMATED PHOTO RED LIGHT
ENFORCEMENT SYSTEM**

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SECOND FLOOR, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M.
ON THE DATE INDICATED BELOW:**

DECEMBER 1, 2016

**CITY OF OXNARD
REQUEST FOR PROPOSALS
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

Proposed Timeline

DATE	ACTIVITY
October 27, 2016	Release of Request for Proposal (RFP)
December 1, 2016	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>4:00 p.m.</u>
December 2 – December 9, 2016	Review of Proposals
December 12, 2016	Agreement Development
December 27, 2016	City Council approval
February 1, 2017	Contracted work begins

The above dates are tentative and are subject to change as necessary.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

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**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

INSTRUCTIONS TO PROPOSERS

RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard invites proposals from qualified vendors for the Automated Photo Red Light Enforcement System. Proposals will be received in the Purchasing Office until 4:00 p.m. December 1, 2016.

The envelope containing the proposals (one (1) original & four (4) copies) must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Second Floor, Oxnard, California 93030, Attention: Patricia Garcia, Buyer. The envelope must show the proposer's name and address and must clearly be labeled "**AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM.**"

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer.

AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Proposal ("RFP") and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

EXECUTION OF CONTRACT

The City will mail a Notice of Award of Contract, enclosing the contract forms to the successful proposer. The contract shall be signed by the successful proposer and returned with a copy of the vendor's certificate of insurance within four calendar days after the proposer receives the Notice of Award of Contract.

PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

Questions regarding this RFP shall be directed to:

City of Oxnard
Purchasing Division
Attn: Patricia Garcia
300 West Third Street, Second Floor
Oxnard, California 93030
Email questions: patricia.garcia@oxnard.org
Phone calls will be accepted at (805) 385-7538.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

GENERAL TERMS AND CONDITIONS

- A. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract.

- B. The selected Consultant will be required to sign and be bound by a Professional Consultant Services Agreement (“Agreement”). Proposer must meet all insurance requirements (see sample Exhibit INS-I).

**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

BACKGROUND

The City of Oxnard is a full-service city, incorporated in 1903, located in the western area of Ventura County. Oxnard is the 19th largest city in California and the most populated city in Ventura County, serving approximately 200,000 residents. The City is approximately 26 square miles and is home to over 20 miles of coastline. Oxnard is also a major transportation hub in southern California with Amtrak, Union Pacific, Metrolink, and Greyhound stationed at the Oxnard Transportation Center.

The City of Oxnard has been utilizing automated photo red light enforcement since 1996, and currently contracts with a vendor to provide automated photo red light enforcement at eight (8) intersections. The vendor is required to provide automated photo red light enforcement services including: maintenance at the designated intersections approaches, violation processing and associated services, required to comply with applicable legal requirements and the City's operating rules and guidelines.

With the current contract expiring, the City is interested in taking advantage of technological advances in the field to reduce traffic collisions, encourage voluntary compliance with traffic laws, and create a safer environment on City streets. The City is seeking proposals from qualified vendors with demonstrated experience in providing complete automated photo red light enforcement services.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

SYSTEM REQUIREMENTS

The vendor will be responsible for the supply, implementation, and continuing maintenance of the hardware, software, and support services needed for an automated photo red light enforcement system. This includes a complete turnkey operation in which the vendor will, among other things, design and install the complete system, collect and process the violations, and provide training for City and Court personnel. The vendor shall take lead on a public awareness and promotional campaign. The public awareness campaign will be enacted for a minimum of 30 days prior to issuance of any citations. The campaign will include coordination with the local press, public informational meetings, and warning notices as determined by the City.

Partial proposals on the services desired by the City as outlined in this Request for Proposal (RFP) will not be accepted.

The City expects to acquire the services as outlined below. Vendors shall submit responses as to compliance and non-compliance to all areas outlined below as part of the proposal. Where you are not in compliance, please explain why you do not meet this requirement and why this should not be considered a disadvantage when reviewing your proposal.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

SCOPE OF SERVICES

- The goal of this RFP is to have an independent vendor install and assist in the maintenance of a turnkey Automated Red Light Enforcement System. The system shall provide automated red light violation evidence including a high resolution digital color photographs and full digital motion video. Vendor shall provide the system in accordance with the statutory requirements of the CVC Sections: 21453, 21455.5, 21455.6, 21455.7, 40518, 40520, and 210 and any future requirements required by law in order to meet the legal mandate for an automated photo red light enforcement program.
- The Vendor shall be responsible for all permit acquisition, site review, design, construction, installation, and maintenance of equipment.
- The Vendor shall appoint one or more of its employees as the key contact that has experience in accounts similar in type, size, and scope for approval by the City's Project Manager. The appointed person must be available within a 24 hour period to respond to any issues and inquiries relating to the automated red light camera system.
- The Vendor shall supply a Management Plan which includes detailed project timeline showing sequential and concurrent activities to be undertaken to result in a fully operational system based on completion of all existing eight (8) intersections and eleven (11) approaches within a mutually agreed upon date from date of contract execution. The Management Plan shall, at a minimum, include a timeline for video survey, facility design and approval, permit acquisition, construction, business rule establishment, computer hardware/software/telecommunication installations, DMV access, citation website access by City and the public, training, system testing, and site inspection.
- The Vendor will work with the City to determine any additional list of candidate intersections and approaches, including but not limited to the City's current eight (8) operational sites. Locations will be chosen in part based on quantitative assessment of the frequency of red light violations and collisions. As part of this process, Vendors will develop baseline data for each candidate intersection by monitoring the frequency of red light violations. This data will support both intersection and approach selection and will serve as baseline information for project evaluation purposes.
- The Vendor will work with the City to develop a list of candidate railroad grade crossings for Automated Photo Railway Crossing Enforcement. Locations will be chosen in part based on quantitative assessment of the frequency of railroad grade crossing violations and collisions. As part of this process, Vendors will develop baseline data for each candidate railroad grade crossing by monitoring the frequency of railroad grade crossing

violations. This data will support both railroad grade crossing and approach selection and will serve as baseline information for project evaluation purposes.

- Site design, supply, installation, implementation, equipment performance and maintenance of a turnkey system at existing intersections as well as a citation processing system that is in full compliance with any applicable state law and city ordinances.
- Upon request, provide assistance with public awareness/community education campaign by providing collateral material available for use in press releases, brochures, public service announcements, etc.
- Provide training for police staff, Ventura County Superior Court personnel, and other officials involved in the use of the system.
- Accomplish issuance of citations by sworn officers; summonses; follow up on notifications, re-address issues; and past due processing.
- Processing of all citations that have been approved and issued by the Police Department and upon request, prepare evidence packages.
- Provide customer service support that includes the operation of a toll-free telephone intelligent voice response system for public inquiries and on-line procedures for violator viewing of photographs and video, as well as payment options.
- Upon request, provide expert witness testimony in Superior Court confirming the functionality, legality, and accuracy of the system.
- Collect and provide comprehensive reports and statistics to support the City's effort in evaluating program effectiveness.
- Vendor shall retain ownership of all equipment and hardware/software during the contract term.
- All equipment owned and provided by Vendor or any of its subcontractors, including but not limited to cameras, poles, housing cabinets, signs, computer workstations and software, will be removed by Vendor in the event of termination or at the end of the contract period. All equipment owned and installed by the City shall likewise remain in the City's possession and ownership, and shall remain with the City.
- Upon termination or expiration of the contract, the Vendor shall restore the affected public facilities, including returning the intersections to their original condition; provided, however that Vendor shall not be required to remove any of the following, which if not removed shall become the property of the City upon termination: conduits, in-ground fixtures, underground wiring, or other infrastructure that will require excavation. All costs incurred by Vendor thereby will be the responsibility of Vendor.

- The City will develop uniform guidelines for screening and issuing violations and for the processing and storage of confidential information and establish procedures (Business Rules) to ensure compliance by Vendor with the guidelines.
- The City will be responsible for the installation and maintenance of all required signage.

PLANS AND PERMITS

- If required, Vendor shall apply for an encroachment permit with the respective surrounding agencies (City, County and/or State) for, and prior to, installing any equipment or hardware within the right-of-way, modifying any City, County or State owned facility, or performing any sidewalk, shoulder or lane closure. All red light camera equipment and hardware, such as pole type, foundation, pull boxes, conduit, and wiring, shall be designed and constructed per the respective agency's standard specifications and standard details.
- All construction design plans shall be prepared by a California Registered Civil or Electrical Engineer and shall be subject to the City's plan check, permitting, and inspection procedures.
- All As-Built plans shall be prepared and approved by a California Registered Civil or Electrical Engineer for all intersections. It shall be the Vendor's responsibility to ensure that each As-Built plan for each intersection is properly prepared and maintained to accurately reflect any and all subsequent modifications, upgrades or adjustments.
- Up to date, As-Built plans shall be maintained at both Vendor's office and DOT office.

RED LIGHT VIOLATION AND CITATION PROCESSING

- Vendor shall deliver all pre-processed images including but not limited to photos, video, and violation data for review by the City within four days of the occurrence of the prospective violation.
- Vendor shall provide access to prospective violations via a secure website for the Oxnard Police Department. It is desirable that access to the secure website shall be compliant with current generations and future projected generations of Microsoft Windows Internet Explorer, Apple, Safari, Google Chrome, Mozilla Firefox web browsers and related operating systems. The secure website should also be compliant with current generation and future projected generations of mobile/handheld devices including, but not limited to Apple iPads, Google Android, as well as other similar devices. Reviewing and approving the issuance of all prospective violations will be completed by the Oxnard Police Department.

- Vendor shall retain confidential photographic records made by the automated enforcement system and confidential information obtained from DMV for administration or enforcement up to six (6) months from the date the information was first obtained, or until final disposition of the citation, whichever date is later, after which time the information shall be destroyed in a manner that will preserve the confidentiality of any person included in the record or information (CVC 21455.5(f)(3)). Vendor shall retain records documenting the issuance of citations for traffic signal violations exclusive of confidential records and information per CVC 21455.5(f)(3) for two years or final disposition of citation whichever is longer per Government Code (GC) 34090.
- Vendor shall prepare citations on a form approved by the Superior Court and the California Judicial Council. The Vendor shall provide on the citation that information required by CVC 40518, the Superior Court, and the California Judicial Council. Vendor shall mail citations on or before the 11th day from the violation date to the current address of the registered owner of the vehicle on file with the DMV, with a certificate of mailing obtained as evidence of service (CVC 40518(a)).
- Vendor's system shall be capable of processing citations for all red light violations at any given threshold. The City is anticipating setting thresholds for the red phase and vehicle travel speed.
- Vendor shall send all incidents to the Oxnard Police Department for review except those decided upon pursuant to the business rules to be established by the Oxnard Police Department.
- Registered owner shall have the ability to nominate another driver by completing and returning the Affidavit of Non-Liability included with the Notice to Appear (CVC 40520(a)). The Vendor must receive the Affidavit of Non-Liability, update the information, process the new prospective citation and send it, via the secure website, to the Oxnard Police Department for approval in accordance with established business rules. If incomplete affidavit of non-liability is received, the form shall be forwarded to the Oxnard Police Department for further research. Once approved, the original citation shall be dismissed by the Oxnard Police Department.
- Citations returned to the Vendor with a forwarding address shall be re-addressed and mailed to the new address by the Vendor. The citation shall not be altered or amended. Returned re-addressed mail shall be sent to the Oxnard Police Department for further research.
- Vendor shall block all images of passengers in violation photographs printed on the citations. However, images of passengers shall be made available to view by members of the Oxnard Police Department.
- It is desirable that Vendor provides a toll-free number whereby a live operator will be available to answer citizen inquiries during normal business hours from 7:00 a.m. to 5:00 p.m. (Pacific Time). Multi-lingual (Spanish) service is desired. It will also be highly

desired that the Vendor provide a toll-free Help Desk number and email address to answer the customers' and City's inquiries during normal business hours 7 days a week from 7:00 a.m. to 5:00 p.m. (Pacific Time).

- Vendor shall submit all required reports electronically to the Superior Court within five (5) business days after mailing each signed citation.

COMPUTER HARDWARE AND SOFTWARE

- Vendor shall provide and maintain computer hardware and software needed to process citations.
- Vendor shall provide technology upgrades to the City free of charge that materially impacts the performance of the system. Examples of these types of upgrades include enhanced image quality (impact issuance rates), improved compression rates, meeting federal or state statutes or regulatory requirements, maintenance software applications such as door open monitoring, humidity readings & CPU usage. Assessment of need shall occur on January of each year.
- Vendor is responsible for the installation and maintenance of high-speed internet connections at each intersection. The Vendor shall be responsible for all costs associated with the connection service.
- In support of City and Superior Court operations, Vendor shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, general information to the alleged violators regarding the system, and information regarding the status of a specific citation. The public must have the ability to view the citation, the photos and video of the violation on the website 24/7 (CVC 21455.5(g)). City shall review all information contained and provided by the internet site prior to the Vendor's implementation.
- Vendor should provide the City with access to 24/7 live intersection monitoring and viewing capabilities.

HARDWARE SPECIFICATIONS

- The proposed system shall utilize multi-camera digital media that has a combination of high-resolution still images and high-resolution full motion digital video technology. Each camera shall record images with a minimum output resolution of 18 megapixels or greater per image. Each video unit shall record images at 25 frames per second or faster per recording. Vendor must have co-location facilities, disaster recovery and database redundancy. The system shall be fully suitable and functional for unattended use under all weather and ambient light conditions. The system shall be capable of being configured to

address the specific number of lanes to be enforced at each direction of travel at the site, including straight through, left-turn, and right-on-red violations.

- The system shall be capable of identifying vehicles traveling through a signalized intersection during the red signal phase and recording a series of violation images that track the whole violation event from before the limit line and through to exiting the intersection. The scene images shall display the red signal in the vehicle's direction of travel. The video shall depict a portion of the green phase, all of the yellow phase and the red phase through completion of the violation. The system shall be capable of capturing multiple, license plate images displaying the characters and numbers on reflective and non-reflective license plates. The system shall be capable of capturing multiple, frontal (face) images for effective driver identification. The system shall be capable of detecting and capturing evidence of violation by slow moving vehicles. In addition to monitoring straight through violations, the system shall be capable of detecting and recording evidence of left-turn and right-turn violations. It will be highly desirable that the system is capable of capturing straight thru violations (CVC 22101) as prescribed in CVC 40518(a).
- The image sets shall contain the following information:
 - Sequential numbering of events.
 - Data information must be gathered at the same time as the photo and video.
 - Location information.
 - The day, month, and year of the violation.
 - The time of the violation in hours, minutes and seconds.
 - The amount of time that the signal had been red and the elapsed time since the light turned red, measurable in hundredths of a second. This shall be displayed in a series of images.
 - Imprint all the data information along the top edge of the image—such data shall not obstruct the violation image.
 - Color digital images are required.
 - Color digital video is required.
 - The system shall not round times up or down, but shall abridge to the hundredths of a second.
- From point of data capture, all photos and video sequences must be capable of secure storage and transmission. Vendor shall maintain a secure chain of evidence that has been accepted as reliable and credible in California courts.
- Vendor shall ship one (1) set of colored copy court evidence packages within five (5) days of request to the City. The court evidence package shall consist of all photographic and video evidence of the violation/citation. Vendor will provide all media storage devices for said evidence.
- Camera enclosures must be tamperproof and waterproof to ensure 100% clear images and provide protection for the camera and its auxiliary equipment. Camera enclosures must be as small as possible and use as little power as possible. Self-contained systems not

requiring a separate roadside enclosure are preferred. Camera enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard.

- Vendor shall be able to utilize a range of detection technologies, including standard embedded sensors, radar, or standard video loop detection technology, to ensure intersection variances and geometries are optimally addressed. The applied detection method will also provide accurate vehicle speed calculations and have a low false trigger.
- Systems that utilize existing structures or minimally obtrusive new poles to minimize impacts to curbside and streetscapes. Vendor shall make use of existing infrastructure where feasible, and limit the extent of digging/trenching and/or construction.

COURTHOUSE SYSTEM

- Vendor shall work with the Ventura County Superior Court to implement all computer hardware and software system components required to process the citations. Vendor shall be responsible for all costs required to provide such system, including but not limited to the procurement of the system, internet connection fees, and fees imposed by the Superior Court.

DMV DATABASE ACCESS

- Vendor shall obtain access to the DMV database to provide information of the registered vehicle owner and possible matches of driver's licenses for comparison to vehicle owner. Confidential information obtained from DMV shall be held confidential, and may not be used for any other purpose (CVC 21455.5(f)(2)).

EXPERT TESTIMONY

- Vendor shall provide, as required, expert testimony at contested Court hearings as to the operation of the camera system, collection, and processing of the evidence submitted to the Superior Court. The need for this service is ongoing and is dependent upon the requirements of the Superior Court.

DISCOVERY/PUBLIC RECORDS REQUESTS

- Vendor shall coordinate with the Oxnard Police Department and City Attorney on any and all discovery and/or public records requests pursuant to Penal Code sections 1054 and 1054.1, and Government Code sections 6250 et seq., as well as all other applicable laws related to such requests.

STATISTICS PACKAGE, REPORTS, AND MANAGEMENT MEETING

- Vendor shall provide a monthly summary report no later than ten (10) business days after the end of each month for each enforced location that includes, at a minimum, the following:
 - Hours of use per camera by operational site, results achieved by each camera at each site, and offenses recorded by each camera by site.
 - Downtime of each camera (if any), and maintenance activity per site.
 - The results obtained from each camera location to show the prosecutable image rate (e.g. the number of prosecutable notices issued compared to the number of incidents captured).
 - The number of events detected, citations issued, and prosecutable image rate by location and in total.
 - The total number of violations recorded and percentage of total vehicle traffic by lane.
 - The total number and percentage of rejected images by reason.
 - Total vehicle count for photo enforced approach.
- Upon Vendor's receipt of a written request from the City and in addition to the standard reports, Vendor shall provide, at no cost to the City, data related to the program to support the City's evaluation of the program, to respond to media or public inquiries, and in such format as the City may reasonably request.
- City may schedule monthly or as needed meetings at a City facility with Vendor and/or the Superior Court to exchange information on administration of the automated photo red light system and discuss Vendor's performance. This meeting, should it be required, shall be scheduled at the City's request anytime during the term of the contract. At this meeting, the City will provide Vendor with feedback and will note any deficiencies in contract performance and provide Vendor with an opportunity to address and correct these areas.

TRAINING

- Vendor shall provide no cost initial and annual training of Oxnard Police Department and City staff involved in the operation of the automated photo red light program throughout the lifetime of the program, including additional training for new staff assigned to the program.
- Vendor shall make available its entire processing facility for annual audits.

EQUIPMENT OPERATION, MAINTENANCE, REPAIRS AND SUPPORT

- Vendor shall have the exclusive responsibility of any cost associated with performance, maintenance, and all repairs of automated photo red light enforcement equipment, including any damages caused by third party. The Vendor shall provide initial response to

any equipment malfunctions within a 24-hour period and repairs must be accomplished within a 72-hour period.

- Vendor shall provide at minimum monthly physical site inspections of equipment in addition to daily remote inspections and provide hard and soft copies of inspection logs (CVC 21455.5(c)(2)(B)).
- Vendor shall certify that the equipment is properly installed and calibrated and properly operated per CVC 21455.5(c)(2)(C).

**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

FORMAT OF PROPOSAL AND RESPONSE REQUIREMENTS

Respondents should submit a packet that includes a table of contents and has each page numbered individually that includes the following sections or subsections:

- Title Page: Include RFP Name and Number; Due Date; and Name of Firm with address, telephone number FAX number and an email address of designated contact person.
- Letter of Interest: Highlight the primary features of the vendor's proposal. Describe how your company proposes to supply the services requested in this RFP. The Letter of Interest (LOI) shall not exceed twenty (20) letter-sized pages. Type font should not be less than the 11-point used in this document. Additional supporting materials relevant to this request may be provided in clearly marked appendices.
- Company Description: A description of the company, including the organization's experience and history of providing services as required in this RFP.
- Experience: Provide a detailed description of related experience in performing the services requested.
- Provide a list of at least three (3) separate agencies for which your systems have been operated, contact person and phone number, dates of operation, and description of services provided. Agencies within the state of California are strongly preferred.
- Vendor and Subcontractor Listing: If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.
- Additional Information: Respondents may provide additional information that is relevant to the proposal for consideration.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
AUTOMATED PHOTO RED LIGHT ENFORCEMENT SYSTEM**

EVALUATION OF PROPOSALS

Police administrators of the automated photo red light program will evaluate responses; however, the recommendation to proceed with a selected Vendor will be made by the Chief of Police. The final agreement will be subject to the approval of the City Manager and City Council.

Proposals will be judged on the Proposer's ability to provide services that meet the requirements set forth in this document. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated on the basis of the following criteria (in no particular order):

- Qualifications and Experience
- Questions/Response to Scope of Services
- Fee

References and Insurance

QUALIFICATIONS

The CONTRACTOR should specialize in Automated Photo Red Light Enforcement System. To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to institutions similar in size and complexity to the City.

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES (“Agreement”) is entered into in Ventura County, California, this [Day] day of [Month], [Year], by and between the City of Oxnard (“City”) and [Name of Vendor] (“Vendor”), subject to the following terms and conditions:

Vendor shall provide to City the following services:

[Click to enter list of services Vendor will provide] (the “Services”).

Vendor shall provide the Services during the term of this Agreement, as set forth in Section 0 below [according to the following schedule:] (**INCLUDE THE PREVIOUS CLAUSE WITHIN THE BRACKETS IF THE SERVICES ARE TO BE PERFORMED PURSUANT TO A SCHEDULE. OTHERWISE, DELETE THE CLAUSE AND COMPLETE THE SENTENCE PRIOR TO THE BRACKETS. DELETE THESE INSTRUCTIONS PRIOR TO COMPLETION OF THE AGREEMENT.***) Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

This Agreement shall begin on [Start Date], 20[Year], and shall end on [End Date] 20[Year]. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

City shall pay Vendor an amount not to exceed \$[Amount] for the Services performed during the term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

1. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “Indemnified Party”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s

performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

2. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

3. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-[]**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-[]**.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

4. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

5. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

6. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

7. This Agreement may be amended only by a written document signed by both City and Vendor.

8. Any notices to Vendor may be delivered personally or by mail addressed to: **[Enter Vendor contact information here]**. Any notices to City may be delivered personally or by mail addressed to: **[Enter City contact information here]**.

9. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

10. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

VENDOR

Purchasing Agent

[Vendor]

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

[Enter Name here], Project Manager

EXHIBIT INS-[]
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER **B**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

