

# CITY OF TUCSON

## NOTICE OF REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSAL NUMBER:** 071084<IFBNUMBER>

**MATERIAL OR SERVICE:** PHOTO TRAFFIC ENFORCEMENT <BIDTITLE>

**PROPOSAL DUE DATE:** APRIL 10, 2007, AT 4:00 P.M. LOCAL AZ TIME

**PROPOSAL SUBMITTAL LOCATION:** DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

**PRE-PROPOSAL CONFERENCE DATE:** APRIL 2, 2007<PREBIDDATE>  
**TIME:** 1:30 P.M., LOCAL AZ TIME<PREBIDTIME>  
**LOCATION:** CITY HALL, ATTORNEY'S CONFERENCE ROOM  
255 W. ALAMEDA, 7<sup>TH</sup> FLOOR, TUCSON, AZ

This solicitation and possible future amendments may be obtained from our Internet site at: [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) by selecting the Bid Opportunities link and the associated solicitation number.

Internet access is available at all Tucson - Pima Public Libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

If you experience any problems receiving this Request for Proposal, please call (520) 791-4217 or (520) 791-4704.



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CONTRACT OFFICER: CHRISTINA SCHIPANSKY, CPPB  
TELEPHONE NUMBER: (520) 791-4400 Ext. 131  
Christina.Schipansky@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

CS/sd

PUBLISH DATE: MARCH 20, 2007

## BACKGROUND

In January, 2007, the City Council approved a pilot photo traffic enforcement program. It is the intent of the pilot program to test the effectiveness of two photo traffic enforcement strategies: mobile photo traffic enforcement and fixed photo traffic enforcement.

Over the past several years, the City of Tucson has consistently ranked above national averages in overall collisions as well as those caused by red light running. In 2006, the Tucson Police Department investigated 16,185 crashes that resulted in 57 deaths. The most common causes of these collisions and fatalities include speed, red light running and other dangerous driving behaviors in and around intersections. During the past three years, nearly one third of all collisions have involved injuries to at least one party. The severity of these crashes is often directly related to the speed of the vehicles involved.

The Tucson Police Department has implemented several enforcement strategies to reduce both speeding and red light running. These strategies have generally consisted of short term enhanced enforcement efforts by traffic officers. Following these short term efforts, dangerous driving behavior and crashes are seen to rapidly revert to the pre-enforcement levels.

Through the use of a consistent and ongoing photo enforcement initiative, the Tucson Police Department intends to reduce both the number and severity of crashes at identified intersections and other high collision areas throughout the city. This reduction is expected to occur through the enforcement initiative as well as increased driver awareness. The photo enforcement strategy will encompass both red light and speed enforcement equipment that may be fixed or mobile to detect violations, identify offenders and issue citations. Reductions in overall collision occurrences and reduction in injury related crashes are expected as a result of this initiative.

The enforcement initiative will be augmented with an on-going public information and education initiative. The information and education program will educate drivers about the risks and results of dangerous driving behaviors such as red light running and speeding. Additionally, the program will identify the areas known to be especially dangerous as a result of these violations and those where photo traffic enforcement is in use and will be deployed.

## INTRODUCTION

The City of Tucson is seeking proposals from qualified offerors for a photo traffic enforcement program. The program may include mobile photo radar, fixed red light and speed on green and fixed speed camera systems. It is the intent of this solicitation to establish a pilot program to test the effectiveness of a limited number of systems. Should photo traffic enforcement strategies prove to be effective, the City may elect to expand the program.

Interested offerors may find City data such as population and growth trends and traffic data such as volumes, projections and projects at the Pima Association of Governments' website: [www.pagnet.org](http://www.pagnet.org).

### Pilot Program

The successful Offeror shall enter into a one year contract with the City of Tucson for a Photo Traffic Enforcement Pilot Program. The pilot program is intended to test the effectiveness of a limited number of photo traffic enforcement systems. For the pilot program, the City will employ enforcement strategies as follows:

Type of Enforcement System	Number of Systems	Location Details	Enforcement
Mobile Enforcement System	1	At City discretion	Speed violations
Fixed Enforcement System	8	4 intersections 2 approaches at each intersection	Red light violations Red light violations - left turn Speed violations - speed on green

Fixed photo traffic enforcement systems shall be installed at locations and approaches agreed upon by the City and the Contractor. The fixed enforcement locations will be chosen from the following list of intersections. Locations are listed in

the City's relative order of priority.

Intersection	Number of Collisions Calendar Year 2006	Number of Collisions Calendar Year 2005
Broadway Boulevard/Wilmot Road	117 55 injuries	121 66 injuries
Grant Road/Kolb Road/Tanque Verde Road	107 40 injuries	113 57 injuries
Oracle Road/River Road	74 47 injuries	81 53 injuries
Midvale Park Road/Valencia Road	89 41 injuries	93 28 injuries
22 <sup>nd</sup> Street/Kolb Road	117 48 injuries	151 64 injuries
Grant Road/Alvernon Way	115 44 injuries	114 60 injuries
Speedway Boulevard/Kolb Road	97 43 injuries	96 46 injuries
Broadway Boulevard/Kolb Road	108 47 injuries	112 54 injuries
1 <sup>st</sup> Avenue/River Road	68 31 injuries	77 45 injuries

The City reserves the right to add locations and/or approaches during the term of the pilot program. Should the City elect to expand the pilot program, additional systems shall be installed at locations and approaches agreed upon by the City and the Contractor.

**Warning Period**

The initial start up of pilot program will consist of a seven day "warning period". This period will begin when the City and Contractor agree that all enforcement systems have been successfully installed. During this warning period, the Contractor will verify that identified personnel within the City are trained in their roles in system procedure and operations. The Contractor will also mail warning notices to violators in a mutually agreed format to demonstrate effectiveness of the systems. During this warning period, the City intends to conduct a public information and education program. The Contractor may be asked to provide technical information on system components and / or operation.

**Pilot Program Review**

At or near the conclusion of the term of the pilot program, the City will conduct a program evaluation to determine whether or not continuation of the program is advantageous to the City. Should evaluation deem the pilot program to be successful and the City elect to proceed with the program, the City will exercise the first of five one year renewal options, in accordance with Section 3 of the Special Terms and Conditions contained herein. In the event that the evaluation should deem the pilot program to be unsuccessful, the City will terminate the contract at the conclusion of the term of the pilot program.

**Program Expansion**

In the event that the pilot program is deemed successful, the City, at its sole discretion, may elect to expand the photo traffic enforcement program to include additional fixed systems and/or additional mobile systems. Should the City elect to include additional fixed systems, these additional systems shall be installed at locations agreed upon by the City and the Contractor.

## City of Tucson Traffic Signal Standards

The City of Tucson's traffic signals are installed and operate in accordance with Manual on Uniform Traffic Control Devices (MUTCD) and/or Institute of Transportation Engineers (ITE) standards. All signal clearances are set in accordance with these standards. The City may, at its discretion, adjust clearance time as necessary.

## Tucson City Court Automated Case Management System

The photo traffic enforcement system must be able to transfer all citation information to the Tucson City Court's automated case management system, AZTEC. Offerors shall recommend the best way to accomplish this transfer. Tucson City Court uses AZTEC, the software standard adopted by the Arizona Supreme Court for all courts in the State, for its case management system. AZTEC is a proprietary system owned and developed by the State of Arizona. The software is a thick-client system developed with the Panther IDE and uses an Informix Dynamic Server database to store case information. The Informix database may be accessed through OLEDB and ODBC connections. The Informix database is hosted on an IBM AIX platform.

The successful Contractor shall create an interface to the ATZEC system to allow transfer of all citation information. The Contractor shall conduct analysis of the requirements, develop a requirements and system specification document, and write and test the interface. There are many consumers of the data, and the database structure must adhere to rules set forth by the Arizona Office of the Courts. Therefore, the successful Contractor must work with Court and City IT personnel to build the interface to the AZTEC database.

It is understood that there may be an external data store between the photo traffic enforcement system and AZTEC database. If it exists, this external data store will require information and network security and backup capacity of equal or better quality than the current security in use with the AZTEC system. For security reasons, this security will be discussed in detail only with the successful offeror.

The City of Tucson has a wide-area network (WAN) connecting all TPD and Courts facilities. The applicable City technical standards are:

- TCP/IP network communications protocol
- Novell Netware 5.1 network operating system
- Microsoft SQL server or Oracle RDBMS
- GPRS, GSM or 802.11x wireless communications protocol for handheld devices and field printers.

## SCOPE OF WORK

### I. CONTRACTOR RESPONSIBILITIES

#### 1. Mobile Photo Traffic Enforcement Units

- A. The Contractor shall provide all equipment including, but not limited to, vehicles, hardware and software necessary to identify and photograph motor vehicles violating A.R.S. 28-701.
- B. Vehicles provided by the Contractor shall be new or like new late model sport utility vehicles, vans or mini vans with a cargo area of sufficient size to house all necessary photo traffic enforcement equipment. Vehicles shall be white in color.
- C. The Contractor shall apply all photo traffic enforcement vehicle signage in accordance with applicable statute. Additional markings displaying City of Tucson or Tucson Police Department themes may be applied to the vehicles by the City. The City shall be responsible for the purchase and installation of City markings. In the event that the City elects to apply additional City markings, the Contractor shall make the vehicles available to the City two weeks prior to their first deployment date for the application and for two weeks following their end of service date or the effective date of contract expiration or termination, as applicable, for the removal of City markings.
- D. Each mobile traffic enforcement unit shall be equipped to meet the following minimum requirements:
  1. Equipped with radar unit(s) capable of measuring speeds to detect vehicles believed to be violating the posted speed limit.

- a. Radar units shall be capable of measuring the speed of vehicles across multiple lanes of single direction traffic. In the event of deployment in an area of single lane in each direction traffic, radar units shall be capable of measuring the speed of vehicles traveling in both directions.
  - b. Radar units shall be capable of measuring speeds within a tolerance of plus or minus one mile per hour of the actual speed of the vehicle.
2. Equipped with digital camera(s) capable of photographing the front and rear of the vehicle believed to be violating the posted speed limit.
- a. Cameras shall be capable of photographing the front of the vehicle, the driver of the vehicle and the rear of the vehicle so that the vehicle, the driver and the license plate are clearly identifiable.
  - b. Images shall be clearly discernable without the use of enhancement equipment. Image enlargement is acceptable.
  - c. Cameras shall be capable of consistently obtaining clear photographs of reflectorized and non-reflectorized license plates, regardless of glare.
  - d. Each camera system shall be capable of performing internal calibration tests for accuracy and functionality. Evidence of testing shall be imprinted on the digital camera image. Test failures shall prevent operation of the failed unit.
  - e. Cameras shall be as automated as possible for set up settings such as aperture, focus and leveling.
- E. Mobile traffic enforcement units shall be capable of operating effectively in all weather and lighting conditions.
- F. Mobile traffic enforcement units shall be capable of remotely transferring violation data collected to the Contractor for review and processing. At a minimum, violation data shall be transferred to the Contractor for review and processing daily.
- G. The Contractor shall be responsible for staffing and operating the units. Units shall be available for deployment sixteen hours per day, three hundred sixty five days per year.
- H. The Contractor shall be responsible for deploying the units in accordance with deployment schedules set by the Tucson Police Department.
- I. The Contractor shall be responsible for transferring processed data and images no less frequently than one time per day, on a schedule agreed upon by the Contractor and the City.

**2. Fixed Photo Traffic Enforcement – Fixed Red Light, Speed on Green, Fixed Speed Systems**

- A. The Contractor shall provide and install all equipment necessary to operate fixed red light, speed on green and fixed speed photo traffic enforcement systems to identify and photograph vehicles in violation of A.R.S. 28-701 and A.R.S. 28-645.
- B. Systems shall be capable of monitoring multiple lanes of traffic and separately identifying concurrent violations.
- C. Fixed photo traffic enforcement systems monitoring speed shall be capable of measuring speeds within a tolerance of plus or minus one mile per hour of the actual speed of the vehicle.
- D. Fixed photo traffic enforcement systems shall be capable of remotely transferring violation data collected to the Contractor for review and processing. At a minimum, violation data shall be transferred to the Contractor for review and processing daily.
- E. Fixed photo traffic enforcement systems shall utilize digital cameras. Digital cameras used shall meet the minimum following requirements:
  1. Cameras shall be capable of photographing the front of the vehicle, the driver of the vehicle and the rear of the vehicle so that the vehicle, the driver and the license plate are clearly identifiable.
  2. Images shall be clearly discernable without the use of enhancement equipment. Image enlargement is acceptable.
  3. Cameras shall be capable of consistently obtaining clear photographs of reflectorized and non-reflectorized license plates, regardless of glare.
  4. Cameras shall be capable of consistently obtaining clear photographs in all weather and lighting conditions.

5. Each camera system shall be capable of performing internal calibration tests for accuracy and functionality. Evidence of testing shall be imprinted on the digital camera image. Test failures shall prevent operation of the failed unit.
6. Cameras shall be as automated as possible for set up settings such as aperture, focus and leveling.
- F. Systems shall have a separate point of service for power. Power will not be obtained from the traffic signal cabinet. The Contractor shall be responsible for obtaining power. The Contractor shall be responsible for the costs associated with obtaining power and the utility costs associated with operating the systems.
- G. Fixed systems shall be installed and shall operate independent of existing traffic signal control equipment. The Contractor's equipment may electronically connect to the traffic signal control panel for the purpose of detecting the onset of the red light, but in no way control the signal's operation. The Contractor may attach equipment to the existing structures to support the enforcement equipment upon receipt of written approval from the Traffic Engineering Division.
- H. Installation of fixed equipment shall not require cutting, removal or any other alterations to roadway pavement.
- I. Malfunction of the enforcement systems shall not interfere with or cause a malfunction in the normal cycling and operation of the traffic control system.
- J. The Contractor shall install fixed systems under the supervision of the Department of Transportation's Traffic Engineering Division and Traffic Maintenance Division and in accordance with MUTCD and/or ITE standards. The Contractor shall be responsible for locating any underground utilities, submitting any plans required by City Code and obtaining any necessary permits. Installations shall be performed in accordance with current professional standards and applicable local, state and federal guidelines, rules and regulations.
- K. The Contractor shall stripe a two inch wide reflectorized white line at the extension of the curb lines across the intersection, or to the median, as appropriate, to show the enforcement area.
- L. The Contractor shall provide and install all photo enforcement signage in accordance with applicable statute. Signs, locations and installations shall be subject to the approval of the Traffic Engineering Division.
- M. Installation of equipment and the direct supervision of equipment installation shall be performed by the Contractor.
- N. Fixed systems shall be operated by the Contractor's personnel.
- O. The Contractor shall be responsible for transferring processed data and images no less frequently than one time per day, on a schedule agreed upon by the Contractor and the City.

### **3. Equipment Maintenance, Repair and Replacement**

- A. The Contractor shall be responsible for the maintenance, repair and replacement of all photo traffic enforcement equipment provided under this contract. Photo traffic enforcement equipment maintenance shall be performed in accordance with the maintenance program agreed upon by the Contractor and the City.
- B. The Contractor shall repair or replace photo traffic enforcement equipment that is malfunctioning within seventy two (72) hours of the malfunction. Damaged or vandalized equipment shall be repaired or replaced within seventy two (72) hours of the occurrence of the damage or vandalism. The Contractor shall determine whether malfunctioning, damaged or vandalized equipment will be repaired or replaced.
- C. The Contractor shall replace photo traffic enforcement equipment that has been stolen or otherwise removed within seven (7) days of the removal.
- D. The Contractor shall be responsible for the maintenance, repair and replacement of all photo traffic enforcement signage and its associated mounting hardware.
- E. Signs that have been vandalized, damaged or removed shall be repaired or replaced by the Contractor as directed by the Traffic Engineering Division. The Traffic Engineering Division shall determine whether a damaged or vandalized sign will be repaired or replaced.
- F. The Contractor shall repair or replace signs that have been damaged, vandalized or removed, as directed by the City, within seventy two (72) hours of receipt of direction from the City.

#### 4. Notice of Violation and Citation Processing

- A. The Contractor shall review and process all data obtained from the photo traffic enforcement systems. The Contractor shall ensure there is a clear unobstructed image for each complaint filed.
- B. All processing procedures shall be conducted in a timely manner and in accordance with applicable court rules and federal, state and local laws. Data transfers shall occur one time per day, on a schedule agreed upon by the Contractor and the City.
- C. Photo red light complaints and photo speed complaints shall be separately issued from a unique complaint number series and filed separately with the Tucson City Court.
- D. The Contractor shall provide a secure and auditable method of transferring data and images processed by the Contractor to the Tucson Police Department and Tucson City Court. The transfer method shall allow for the verifiable receipt of data by the City departments and a method for City departments to respond with approval or disapproval for each processed complaint and summons as well as a method for the Tucson Police Department and Tucson City Court to respond with amended or updated information per sections O and R below.
- E. The Contractor shall have the ability to obtain and maintain access to the Arizona Department of Transportation, Motor Vehicle Division's computer system to provide the required registered owner information, and to access appropriate systems to obtain out-of-state registered owner information. The Contractor shall populate the appropriate complaint form fields with this information.
- F. All images which result in the filing of a complaint shall clearly show the following:
  - 1. A motor vehicle committing a suspected violation
  - 2. An unobstructed driver's face
  - 3. An unobstructed rear license plate
  - 4. The color of the traffic signal
  - 5. The physical location where the suspected violation occurred
- G. All images shall include a data line with the following information imprinted upon the image but not obstructing the violation images:
  - 1. Day, month and year of the suspected violation
  - 2. Time of the suspected violation (hours: minutes: seconds)
  - 3. Traffic signal phase
  - 4. Direction of the vehicle photographed
  - 5. Speed of the vehicle
  - 6. Location Code
- H. No citations shall be generated unless the violation images establish the following elements:
  - 1. Driver's face is clearly visible and discernible to permit clear identification
  - 2. Registration information matches the make and/or model of the vehicle in the photograph
- I. The Contractor shall be capable of providing gender matching services between the driver of an imaged vehicle and the registered owner.
- J. All passengers within any vehicle photographed shall be obscured; only the driver shall be visible and recognizable.
- K. All complaints and summons shall be in a format approved by the Arizona Supreme Court.
- L. The Contractor shall provide vehicle matching services between the vehicle photographed and the vehicle description obtained from the appropriate state motor vehicle records. Citations should not be issued when the make and/or model of a depicted vehicle and the vehicle described on the motor vehicle record conflict.
- M. All complaints and summons shall be issued to the registered owner as listed with the registration issuing state's motor vehicle department's computer system in a format that separates first, middle, and last names. All complaints shall be issued to a name that includes at a minimum, a last name for the defendant, if the motor vehicle record only lists one name.
- N. Complaints must be approved by the Tucson Police Department before the complaint is issued. The summons must be approved by the Tucson City Court before the complaint is mailed. The complaint and summons must be filed electronically with Tucson City Court and mailed within ten (10) calendar days of the violation. All complaints will be civil traffic violations with court dates for initial appearances assigned 45 days after the filing date. The next business day following the 60 days shall be assigned when the 45<sup>th</sup> day falls on a City of Tucson holiday.

- O. The Contractor shall be responsible for generating a summons and complaint in a name other than the registered owner when directed by the Tucson Police Department. The summons and complaint must be associated with the existing violation information on file and matched to the new defendant information.
- P. The summons and complaint shall be issued in accordance with Arizona Rules of Civil Procedure, Rule 4, which requires mailing of a copy of the summons and the complaint by first class mail, postage prepaid to the person to be served. In addition to the summons and complaint, the package shall contain two copies of the notice and acknowledgment of receipt of the summons and complaint and a copy of the images that resulted in the complaint clearly showing the following:
  - 1. A motor vehicle committing a suspected violation
  - 2. An unobstructed driver's face
  - 3. An unobstructed rear license plate
  - 4. The color of the traffic signal
  - 5. The physical location where the suspected violation occurred

The Contractor shall provide and include a postage paid envelope for the defendant to return payment or entry of not responsible and/or other correspondence to the Court.

- Q. The Contractor shall electronically transfer citations and complaint data to the Tucson City Court in the manner prescribed by the Court.
- R. The Contractor shall accept from the Court an electronic file of all complaints that have been amended into the name of the admitted driver, with future court dates beyond the original arraignment date. The Contractor shall produce a digital image of the amended complaint. The summons and complaint must be associated with the existing violation information on file and matched to the new defendant information.
- S. The Contractor and the Court shall agree to a mechanism for the processing of unresolved cases that reach statutory dismissal.
- T. The Contractor shall accept from the Court an electronic file of all defendants, who, after their original court dates, and before their continued arraignment dates, have answered the photo complaint.
- U. The Contractor shall provide photographs of all violator vehicles bearing fictitious, altered or suspended license plates or those vehicles or license plates that have been reported stolen to the Police Department. The photos provided to the Police Department shall clearly show the following:
  - 1. A motor vehicle committing a suspected violation
  - 2. An unobstructed driver's face
  - 3. An unobstructed rear license plate
  - 4. The color of the traffic signal
  - 5. The physical location where the suspected violation occurred
- V. The Contractor shall provide for personal service, via licensed process servers, of the complaint on violators who fail to respond to the original summons/complaint. Service of the complaint shall be performed in accordance with Rule 4.1 of the Arizona Rules of Civil Procedure.
- W. The Contractor shall bear all the costs for the printing and mailing of summons and complaints and other associated costs and expenses required to manage a professional processing center. The Contractor shall maintain funds with the US Postal service sufficient to cover the costs of postage paid envelopes returned to the court.
- X. All images recorded and stored shall become the property of the City of Tucson and shall only be used for the purposes of legal enforcement by the City of Tucson. All photographs shall be subject to inspection by the City and copies shall be provided upon request. All images produced by the Contractor shall be used for prosecution purposes only, unless another purpose is authorized by the City.

## 5. Personnel

- A. The Contractor shall designate one specific individual to oversee and inspect work performed by Contractor's personnel assigned to this contract.
- B. The Contractor's designated representative shall respond to emergencies and be on site within two (2) hours of initial contact. The representative shall be authorized to resolve management issues and respond to emergency requirements.

- C. Contractor's personnel shall undergo a criminal background investigation prior to being assigned to perform services under this contract. Background investigations shall be conducted by the Contractor at the Contractor's expense. Candidates for employment by the Contractor and the Contractor's currently employed personnel who do not meet the standards agreed upon by the Contractor and the City shall not be assigned to perform services under this contract.
- D. Any person assigned to this contract found to be in possession of and / or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.
- E. All personnel having contact with the public shall be courteous at all times. Discourtesy shown to the public shall be grounds for termination of the contract.

**6. Expert Testimony**

- A. The Contractor shall provide documentation and witnesses as necessary to testify as to the accuracy, calibration, maintenance, repair records, technical operation and effectiveness of the digital camera systems and related equipment for contested complaints. These services shall be provided at no additional cost to the City.
- B. The Contractor's personnel must be prepared to testify in any and all court proceedings arising from the issuance of a photo red light or a photo speed citation in the Tucson City Court and in any higher court upon appeal.

**7. Web-based Services – City Access**

- A. The Contractor shall provide secure web based method for review of violations by authorized City personnel.
- B. The Contractor shall provide a web based method for the examination, retrieval and/or reproduction of images for any photographed vehicle.

**8. Web-based Services – Public Access**

- A. The Contractor shall provide a secure, view only, web based method for review of violations by the public.

**9. Record Keeping and Reporting**

- A. The Contractor shall maintain a proper chain of custody of evidence in accordance with established law that meets the requirements of the City.
- B. All images produced by digital camera systems shall be maintained by the Contractor for a period of three years from the date of the violation disposition.
- C. The Contractor shall maintain sufficient records to ensure compliance with Arizona Revised Statutes, Section 28-1560, "Illegal Cancellation of Traffic Citation; classification; audit", and all applicable rules set forth by the Arizona Supreme Court Administrative Office the Courts (AOC).
- D. The Contractor shall submit a monthly report of all unusable and unactionable images with documentation regarding why the photograph was unusable and/or why a citation was not generated to the Police Department. Monthly reports shall be provided within 15 calendar days from the end of the previous month.
- E. The Contractor shall submit a monthly report of photo traffic enforcement results. Monthly reports shall be provided within 15 calendar days from the end of the previous month. The Contractor shall submit separate reports for mobile and fixed enforcement systems. The report shall include the following information, at a minimum:
  - 1. Total number of violations photographed
  - 2. Total number of actionable violation images
  - 3. Total number of unactionable violation images
  - 4. Total number of violations for red light and speed that are directed to the Tucson Police Department for review
  - 5. Total number of complaints filed with the Tucson City Court separated by red light and speed.

6. Total number of paid violations.

- F. The Contractor shall submit a monthly report of vehicles committing three or more violations in one calendar year.
- G. The Contractor shall provide quarterly and yearly summary data and year-to-date statistics. The Contractor shall prepare an initial program evaluation report six months after the beginning of the pilot program. The report shall include an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented, if any. The Contractor shall complete and submit a comprehensive program evaluation at the end of the first year of the contract and each in subsequent contract year.
- H. The Contractor shall provide any other report(s) and document(s) as are mutually agreed upon by the City and the Contractor.

## 10. Training

- A. The Contractor shall provide reasonable and necessary training in the operation of the digital camera systems for appropriate City staff. Training shall provide the City's personnel with a basic understanding the photo enforcement system operation, the review process and a detailed understanding of the system interface with the City's traffic signal equipment.
- B. The Contractor shall provide training on the use of the Contractor's computer system to authorized City staff.
- C. The training shall be conducted within the City of Tucson at a site that is convenient for City personnel.
- D. All training shall be provided at no additional cost to the City.

## 11. Community Education

- A. At the request of the City, the Contractor shall participate in an on-going media campaign to provide program awareness to the public. In addition, the Contractor may be required to attend public meetings and assist City staff in demonstrating the equipment used for the photo traffic enforcement program.

## INSTRUCTIONS TO OFFERORS

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

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

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

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

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

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.

- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
  - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT: An original and 8 copies (9 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future

employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

**14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

**15. LATE PROPOSALS:** Late proposals will be rejected.

**16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

**17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

**18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

**19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

**20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) by clicking on Vendor Services.

**21. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

**22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

**23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) upon issuance of a Notice of Intent to Award or upon final contract execution.

**24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications and Experience
- C. Price Proposal

**II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, **at a minimum**, the following:

#### A. Method of Approach

1. Equipment and Equipment Installation
  - a. Provide a detailed description of the equipment proposed to be provided and the capabilities of that equipment. Include detailed information for mobile and fixed systems. For mobile systems, include a detailed description of vehicles proposed including year, make, model, vehicle options and accessories, safety equipment and accessories added to make the vehicle appropriate for use in support of a mobile traffic enforcement system. For fixed systems, include red light, left turn red light, speed on green and fixed speed. Describe equipment and procedures to ensure proper calibration of equipment. If additional enforcement options are available, include detailed information for those options. If digital video equipment is available, describe that equipment.
  - b. Provide a detailed description of equipment installation procedures. Include information for mobile and fixed systems. For fixed systems, provide a detailed description of the modifications that will be made to City property during installation. Describe the interface between the traffic signals and the enforcement equipment. Describe the equipment that will ensure that photo enforcement equipment operation and malfunctions will not interfere with the normal operation of traffic control equipment.
  - c. Provide a timeline for equipment installation. Describe the equipment testing and acceptance processes following equipment installation.
  - d. Provide a detailed description of the proposed signage for mobile and fixed systems. Demonstrate the ability of the proposed signage to meet the requirements of the applicable Arizona Revised Statutes.
2. Warning Period
  - a. Provide a detailed description of your proposed activities during the warning period. Describe the violation review and issue process during this period including the proposed format of the mailed warnings. Include any proposed equipment tests, training activities, community education and all other applicable information.
  - b. If a warning period duration other than 7 days is recommended by your firm, make a recommendation and provide a detailed explanation of that recommendation.
3. Violation Processing
  - a. Provide a detailed description of the violation processing workflow. Include identification of Contractor responsibilities and City responsibilities. Identify the stages of the process and the personnel involved at each stage and their roles. Identify time lines for each processing stage. For City responsibilities, recommend the manner in which the City will accomplish these tasks.
  - b. Identify the databases proposed to be used to obtain necessary information for violation processing and the manner in which you will access them. Identify the states to whose motor vehicle records you have access. Identify the information you are able to obtain from these databases (registered owner information, driver license information, etc.)
  - c. Provide a detailed description of your proposed method of approach to delivering violation information to the Tucson Police Department and Tucson City Court. Include a detailed description of the methods by which you propose to receive information such as approvals and disapprovals, updates and revisions from the Police Department and City Court per the Scope of Work. Demonstrate your ability to produce a hard copy of any violation at the request of the City and propose methods for delivering a requested hard copy to the City. Propose daily data transfer schedules.
  - d. Provide samples of notices of violation showing the information you will insert on the notice.

4. Web Based Services
  - a. Describe the services you are able to offer to the City via the internet. Include information about available queries, reports, search functions, options for adding violations to notices of violation, etc.
  - b. Describe the services you are able to offer to the public via the internet. Include information about available search options, queries, payment options, links to traffic school registration and all other available services and options.
5. Quality Control
  - a. Provide a detailed description of the quality control program and processes.
  - b. Provide a detailed description of your proposed processes for matching the driver pictured to the vehicle owner of record.
  - c. Establish the firm's goals for actionable activations.
6. Process Service
  - a. Provide a detailed description of the proposed process service within Arizona. Include a description of the service process, number of times an attempt to serve will be made and all other applicable information. For the purposes of this contract, present your definition of "suitable age and discretion". If the service will require acknowledgement, identify the form of acknowledgement that will be required.
  - b. Provide a list of other states in which you have process service available and a detailed description of that proposed service. Include a description of the service process, number of times an attempt to serve will be made and all other applicable information.
7. Training and Community Education
  - a. Provide a detailed description of the training you propose to provide to City staff.
  - b. Provide a detailed description of your firm's ongoing training program for employees.
  - c. Describe your community education experience. Describe your firm's role in community education programs with other agencies.
  - d. Describe the role your firm proposes to play in community education during the warning period, pilot program and expanded program.
8. Security and Confidentiality
  - a. Describe the firm's confidentiality policy. Provide a copy of the firm's confidentiality clause.
  - b. Provide a detailed description of the security applied to hardware and transmission methods.
  - c. Identify the length of time the firm stores data received for processing, how and where the data is stored and the format. Describe the manner in which data is destroyed.
  - d. Describe the firm's recruitment standards. Provide a detailed description of the background investigations performed on employees and new hires.
  - e. State your policy on employee reporting of law enforcement contact.
9. Equipment Maintenance
  - a. Provide a detailed description of the equipment maintenance program, documentation of the program and reporting of the maintenance to the City. Include equipment calibration schedules, procedures, documentation and reporting.

**A. Qualifications and Experience**

1. Provide a brief history of the firm.
2. Provide resumes and/or biographies for all key personnel, including supervisors, who will be assigned to this contract.
3. Describe the firm's experience with work similar to that described in the Scope of Work.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.
  5. Describe the experience of all key personnel with work similar to that described in the Scope of Work.
6. Describe the supervisory structure of the personnel who will perform services under this contract.
  7. Describe the facilities where work under this contract will be performed. Address facility security, redundancies, etc.
8. The Offeror shall present its disaster recovery plan.
9. List any applicable professional memberships, associations, approvals, etc. for the firm, its employees and the proposed equipment.

**C. Price Proposal**

1. Provide price proposals as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.
3. a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online?  
b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) \$ \_\_\_\_\_

**III. GENERAL**

**A. Shortlist:**

The City reserves the right to shortlist the offerors on the Method of Approach and Qualifications and Experience sections or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

**B. Interviews:**

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

#### MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

- 1. PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**
- 2. PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeror shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EEO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offeror must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at 791-4593 to apply for approval as an MBE/WBE Joint Venture.

#### 3. DEFINITIONS

**Certified MBE or WBE** - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) - the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

**Commercially Useful Function** - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

**Eligible Contract Relative to General Procurement of Goods, Services and Materials** - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars (\$250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

**Joint Venture** - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

**Minority Business Enterprise (MBE)** - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

**Woman-owned Business Enterprise (WBE)** - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

- 4. APPLICABILITY:** The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

**NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.**

## SPECIAL TERMS AND CONDITIONS

1. **KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

2. **INSURANCE:** The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statute
Employer's Liability	\$100,000
Comprehensive General Liability Insurance	\$1,000,000 Bodily Injury Combined Single Limit
Including:	
(1) Products & Completed Operations	\$100,000 Property Damage
(2) Blanket Contractual	
Comprehensive Automobile Liability Insurance	\$1,000,000 Bodily Injury Combined Single Limit
Including:	\$100,000 Property Damage
(1) Non-Owned	
(2) Leased	
(3) Hired Vehicles	

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

3. **TERM AND RENEWAL:** The term of the pilot program of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for five (5) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

4. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
5. **COOPERATIVE PURCHASING:** Any contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any resultant contract. Attachment A lists the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. However, the parties agree that this list is subject to change. Use of any resultant City contract by a public agency is subject to the agreement of the Contractor to provide the contracted goods or services to the public agency.

Any orders placed to or services required from the successful contractor will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional incidental expenses incurred as a result of the agency's participation (i.e., shipping costs and travel expenses). The City shall not be responsible for any disputes arising out of transactions made by others.

The successful contractor(s) shall provide an electronic copy of the complete contract to the City of Tucson Department of Procurement upon request from the City. At the City's request, the successful contractor may also be requested to provide an electronic copy of the complete contract to a participating agency.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
8. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
9. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.
10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
13. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

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

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

**15. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**16. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**17. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, 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 any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided 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.

**18. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

**19. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**20. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**21. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 22. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 23. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 24. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 25. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 26. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 27. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 28. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 29. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 30. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 31. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 32. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

- 33. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 34. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 35. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 36. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 37. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 38. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 39. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.



\*The fixed photo traffic enforcement system is defined as all fixed enforcement methods (i.e.: red light, speed on green, left turn red light) in use at each approach.

**EXPANDED PROGRAM PRICING**

The Offeror shall propose an all-inclusive fee per actionable activation of each photo traffic enforcement system.

**Mobile Photo Traffic Enforcement Unit  
1 – 2 Units** \$ \_\_\_\_\_ each actionable activation

**Mobile Photo Traffic Enforcement Unit  
3 – 5 Units** \$ \_\_\_\_\_ each actionable activation

**Mobile Photo Traffic Enforcement Unit  
6 + Units** \$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*  
1 – 10 Approaches** \$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*  
11 – 20 Approaches** \$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*  
21 – 30 Approaches** \$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*  
30 + Approaches** \$ \_\_\_\_\_ each actionable activation

\*The fixed photo traffic enforcement system is defined as all fixed enforcement methods (i.e.: red light, speed on green, left turn red light) in use at each approach.

**OPTION 4 – FLAT MONTHLY FEE PLUS FEE FOR ACTIONABLE ACTIVATION STRUCTURE**

The Offeror shall propose an all-inclusive flat fee per month plus an all-inclusive fee for actionable activation of each photo traffic enforcement system.

Actionable activation is defined as an activation of the photo traffic enforcement system that is approved by the Tucson Police Department for submission to the Tucson City Court.

**Mobile Photo Traffic Enforcement Unit** \$ \_\_\_\_\_ each per month

**Mobile Photo Traffic Enforcement Unit** \$ \_\_\_\_\_ per actionable activation

**Fixed Photo Traffic Enforcement System\*** \$\_\_\_\_\_ each per month

**Fixed Photo Traffic Enforcement System\*** \$\_\_\_\_\_ per actionable activation

\*The fixed photo traffic enforcement system is defined as all fixed enforcement methods (i.e.: red light, speed on green, left turn red light) in use at each approach.

**OPTION 5 – FLAT MONTHLY FEE PLUS FEE FOR ACTIONABLE ACTIVATION – TIERED STRUCTURE**

The Offeror shall propose an all-inclusive flat fee per month plus an all-inclusive fee for actionable activation of each photo traffic enforcement system.

Actionable activation is defined as an activation of the photo traffic enforcement system that is approved by the Tucson Police Department for submission to the Tucson City Court.

**Mobile Photo Traffic Enforcement Unit** \$\_\_\_\_\_ each per month

**Mobile Photo Traffic Enforcement Unit  
1 – 2 Units** \$\_\_\_\_\_ each actionable activation

**Mobile Photo Traffic Enforcement Unit  
3 – 5 Units** \$\_\_\_\_\_ each actionable activation

**Mobile Photo Traffic Enforcement Unit  
6 + Units** \$\_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*** \$\_\_\_\_\_ each per month

**Fixed Photo Traffic Enforcement System\*  
1 – 10 Approaches** \$\_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*  
11 – 20 Approaches** \$\_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*  
21 – 30 Approaches** \$\_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*  
30 + Approaches** \$\_\_\_\_\_ each actionable activation

\*The fixed photo traffic enforcement system is defined as all fixed enforcement methods (i.e.: red light, speed on green, left turn red light) in use at each approach.

**OPTION 6 – ONE-TIME FLAT INSTALLATION FEE PLUS FEE FOR ACTIONABLE ACTIVATION STRUCTURE**

The Offeror shall propose an all-inclusive, one-time flat installation fee per system plus an all-inclusive fee for actionable activation of each photo traffic enforcement system.

Actionable activation is defined as an activation of the photo traffic enforcement system that is approved by the Tucson Police Department for submission to the Tucson City Court.

**Mobile Photo Traffic Enforcement Unit** \$ \_\_\_\_\_ each per installation

**Mobile Photo Traffic Enforcement Unit** \$ \_\_\_\_\_ per actionable activation

**Fixed Photo Traffic Enforcement System\*** \$ \_\_\_\_\_ each per installation

**Fixed Photo Traffic Enforcement System\*** \$ \_\_\_\_\_ per actionable activation

\*The fixed photo traffic enforcement system is defined as all fixed enforcement methods (i.e.: red light, speed on green, left turn red light) in use at each approach.

**OPTION 7 – FLAT INSTALLATION FEE PLUS FEE FOR ACTIONABLE ACTIVATION – TIERED STRUCTURE**

The Offeror shall propose an all-inclusive, one-time flat installation fee per system plus an all-inclusive fee for actionable activation of each photo traffic enforcement system.

Actionable activation is defined as an activation of the photo traffic enforcement system that is approved by the Tucson Police Department for submission to the Tucson City Court.

**Mobile Photo Traffic Enforcement Unit** \$ \_\_\_\_\_ each per installation

**Mobile Photo Traffic Enforcement Unit  
1 – 2 Units** \$ \_\_\_\_\_ each actionable activation

**Mobile Photo Traffic Enforcement Unit  
3 – 5 Units** \$ \_\_\_\_\_ each actionable activation

**Mobile Photo Traffic Enforcement Unit  
6 + Units** \$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\*** \$ \_\_\_\_\_ each per installation

**Fixed Photo Traffic Enforcement System\*  
1 – 10 Approaches** \$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\***  
**11 – 20 Approaches**

\$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\***  
**21 – 30 Approaches**

\$ \_\_\_\_\_ each actionable activation

**Fixed Photo Traffic Enforcement System\***  
**30 + Approaches**

\$ \_\_\_\_\_ each actionable activation

\*The fixed photo traffic enforcement system is defined as all fixed enforcement methods (i.e.: red light, speed on green, left turn red light) in use at each approach.

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

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

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2007.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
Wayne A. Casper, C.P.M.  
As Director of Procurement and not personally

**ATTACHMENT A**

**“PROCUREMENT UNITS” ENTERED INTO COOPERATIVE PURCHASE  
 AGREEMENTS WITH THE CITY OF TUCSON**

Amphitheater Unified School District #10	Oro Valley, Town of
Arizona Supreme Court – Administration Office of the Courts	Papago Tribal Utility Authority aka Tohono O'Odham Utility Authority
Benson, City of	Pima Community College
Berks, County of	Pima County
Buckeye, Town of	Pinal County
Bullhead City, City of	Queen Creek, Town of
Catalina Foothills School District	Rhode Island Airport Corporation
Casa Grande, City of	Sahuarita, Town of
Casa Grande Elementary School District #4	Sahuarita Unified School District
Chandler, City of	Saint David Unified School District
Cochise, County of	Santa Cruz County
Coconino County	Scottsdale, City of
Coolidge Unified School District #21	Sierra Vista, City of
Counter Narcotics Alliance	South Tucson, City of
Douglas Unified School District #27	<b>Strategic Alliance for Volume Expenditures (SAVE)</b>
Flagstaff Unified School District #1	Sunnyside Unified School District
Fountain Hills, Town of	Surprise, City of
Ha:san Educational Services, FWC	Tanque Verde Unified School District
Indian Oasis-Baboquivari U.S.D. #40	Thatcher, Town of
Lake Havasu City, Department of Public Works	Tucson Airport Authority
Lancaster, City of	Tucson Medical Center
La Paz County	Tucson Unified School District
Marana, Town of	University of Arizona (ABOR)
Marana Unified School District #6	Vail School District
Maricopa County, Materials Management	Valley Union High School #22 (Santa Cruz Valley Union High School)
Metropolitan Water District of Southern California	Yavapai College
Milpitas, City of	Yavapai, County of
Mohave County	Yuma, City of
Navajo County	Yuma School District #1
Nogales Unified School District #1	
Northwest Fire District	