



City of Montebello

January 25, 2018

Dawn McCrory
Redflex Traffic Systems, Inc.
5651 West Talavi Blvd., Suite 200
Glendale, AZ 85306-1893

Dear Ms. McCrory:

Please find attached a Agreement No. 3326 recently approved by our City Council. Please sign the agreement, make a copy for your file and return the original to the City Clerk's Office, City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640.

Please do not hesitate to contact me directly should you have any questions at (323) 887-1367.

Sincerely,

Lillian Guzman
Deputy City Clerk

1-25-18 SIGNED
UPDATES, EXTENSIONS
RENEWALS
OR REVISIONS
CITY'S CONTRACT
w/ RED FLEX

AGREEMENT NO. 3326

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONTEBELLO
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR RED LIGHT PHOTO
ENFORCEMENT SERVICES (RFP NO. 18-11)**

Contractor: Redflex Traffic Systems, Inc.
Responsible Principal of Contractor: Dawn McCrory
Notice Information - Contractor: Redflex Traffic Systems, Inc.
5651 West Talavi Boulevard, Suite 200
Glendale, AZ 85306-1893
Attention: Dawn McCrory, Proposal Manager
Phone: 623-207-2230
Email: dmccrory@redflex.com

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Attention: Andrew G. Pasmant
Acting City Manager
Telephone: (323) 887-1369

Commencement Date: December 13, 2017
Termination Date: December 13, 2022, or as extended
Consideration: Total not to exceed \$20,000 per month

This Contract is made between the City of Montebello ("City"), a California municipal corporation ("City"), and Redflex Traffic Systems, Inc., an Arizona corporation ("Contractor").

The City and Contractor (sometimes herein individually a "Party", and jointly the "Parties") agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR

City agrees to engage Contractor to perform, and Contractor agrees to perform for City, the services as hereinafter set forth.

2.0 SCOPE OF SERVICES

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals No. 18-11 dated August 3, 2017, attached hereto as Exhibit "A", and Contractor's proposal to the City ("Proposal") dated September 1, 2017, attached hereto as Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the profession in the State of California.

3.0 PERSONNEL

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services.

4.0 TERMS

The term of this Contract shall commence on the date first set forth above and continue for a five (5) years term with a two (2), one-year extension option, for a total contract term not to exceed seven (7) consecutive years, unless and until terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES

5.1 Contractor has established rates for the City which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the

services, the City will pay Contractor in accordance with the payment schedule and rates set forth in this Agreement.

5.2 Contractor's grand total compensation for each year during the term of this Contract, including change orders, shall not exceed **\$240,000.00** without the prior written authorization of the City.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

Contractor hereby agrees and warrants to utilize, and if necessary upgrade all materials, supplies and equipment, which constitute the most up-to-date, state of the art equipment for red light enforcement services set forth in this Agreement.

6.0 PAYMENT

6.1 Contractor shall submit monthly invoices to the City for the services, authorized expenses, and authorized extra work actually performed or incurred in the immediately preceding calendar month.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS

The Director of the Department of Finance shall have the authority to issue change orders for administrative and non-material changes to the scope of services and to the time for performance as long as the change orders do not increase the compensation due to Contractor under this Contract and as long as the time is not extended beyond

three years. The City Manager, shall have the authority to issue administrative change orders to increase the compensation due Contractor under this Contract, but the combined total amount of such change orders shall not exceed Twenty Thousand Dollars (\$20,000) in any calendar year.

8.0 CITY'S RESPONSIBILITY

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 **CONTRACTOR NOT AGENT.** Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 **OWNERSHIP OF WORK.** All reports, drawings, plans, specifications, computer disks, memory disk/card and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may

make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

9.5 WAIVER. A parties' waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City, which approval may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies.

9.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, experts' fees, and expenses incurred in addition to any other relief to which such party may be entitled.

9.10 APPLICABLE LAW. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.11 ENTIRE AGREEMENT. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.12 WRITTEN AGREEMENT. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized

representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.13 SEVERABILITY. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.14 ORDER OF PRECEDENCE. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

9.15 CHOICE OF FORUM. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Montebello and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.16 DUPLICATE ORIGINALS. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.17 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term and provision hereof.

9.18 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.19 INDEMNITY.

9.19.1 Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Sub-consultants (or any City or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

9.19.2 Indemnity for other than professional liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agent for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

9.20 INSURANCE. Contractor shall procure and maintain for the duration of the Contract, at its own expense, the following types and minimum insurance coverage:

9.20.1 Commercial General Liability Insurance in an amount no less than \$1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name the City and its respective officers, agents, and employees as additional insured. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

9.20.2 Business Automobile Liability Insurance in an amount no less than \$1,000,000 per accident. Such insurance shall include coverage for owned, hired, and non-owned autos.

9.20.3 Workers' Compensation Insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum of \$1,000,000 per claim. The workers' compensation insurance shall be endorsed to waive any right to subrogation against the City and its officers, agents, and employees. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

- 9.20.4 Professional Errors & Omissions Insurance with a minimum of \$2,000,000 limit per claim.
- 9.20.5 Crime/Employee Dishonesty Coverage of \$1,000,000 to include employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to the City.
- 9.20.6 Proof of insurance Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 9.20.7 City's rights of enforcement In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- 9.20.8 Acceptable Insurers. All insurance policies shall be issued by an insurance company with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
- 9.20.9 Contractor's Insurance Shall be primary with regards to any claim for damages arising out of the work performed under this Contract. The City, its officers, agents, and employees shall be named as additional insured's under the Commercial General Liability policy. The insurer shall provide 30 days written notice via a special endorsement to the City regarding non-renewal, expiration or any changes in coverage. Appropriate insurance certificates and endorsements shall be provided to the City for review and approval prior to execution of the Contract.

9.21 NOTICES. Any notice or demand to be given by one party to the other be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Montebello or any other City department is not adequate notice.

If to the City:

1600 W. Beverly Blvd.
Montebello, CA 90640
Attention: City Manager
Telephone: (323) 887-1369

If to the Contractor:

Redflex Traffic Systems, Inc.
5651 West Talavi Boulevard, Suite 200
Glendale, AZ 85306-1893
Attention: Dawn McCrory, Proposal Manager
Email: dmcrcory@redflex.com

Any such notice shall be deemed to have been given upon delivery, if personally delivered, emailed to the Email addresses listed above, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.22 TERMINATION FOR CONVENIENCE. City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.23 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.24 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is

receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Montebello. If not, the Contractor shall, upon request, promptly deliver the records to the City of Montebello or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Montebello, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

9.25 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Montebello, or a member of any of its boards, commissions or committees, except to the extent permitted by law. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

9.26 CONFIDENTIALITY OF INFORMATION. All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the Contractor and the City are confidential and not to be disclosed to any person except as authorized by the City, the Contractor, or as required by law. Contractor shall have the responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as per the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities (CAJPA).

9.27 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

City of Montebello, a California general law city and California municipal corporation

REFLEX TRAFFIC SYSTEMS, INC., an Arizona corporation

By: 

By: 

Name: Andrew C. Parnment

Name: Michael Finn

Acting City Manager

Title: Vice President

ATTEST:



By: 

Irma Barajas, City Clerk

Name: Shannon Thompson

Title: Legal Affairs Coordinator

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

Photo Red Light Enforcement Services for the City of Montebello (18-11), bidding on September 1, 2017 5:00 PM (Pacific)

Printed 10/23/2017

Bid Detail**Bid Information**

Project Title Photo Red Light Enforcement Services for the City of Montebello
Invitation No. 18-11
Bid Posting Date August 3, 2017 10:48 AM (Pacific)
Project Stage Closed
Bid Due Date September 1, 2017 5:00 PM (Pacific)
Response Formal Electronic only
Link to Project on Public Site <https://www.planetbids.com/portal/portal.cfm?CompanyID=33072&BidID=38267>
Reference ID 18-11

Project Type RFP (Request For Proposal)
Response Types Response File
Type of Award Lump Sum
Categories 443130 - Camera and Photographic Supplies Stores
 561990 - All Other Support Services
 900001 - Cybersecurity

License Requirements

Department Police
Address 1600 W Beverly Blvd , Montebello, California
County Los Angeles

Bid Valid
Liquidated Damages
Target Bid Amount \$0.00
Estimated Bid Value
Start/Delivery Date
Project Duration
Prevailing Wage Yes
Cooperative Bid No
Piggy-backable No
eBid Notes
Preferences
Restriction Type None
Restricted To

Pre-Bid Meeting Information

Pre-Bid Meeting No

Online Q&A

Online Q&A Yes
Q&A Cutoff Date August 15, 2017 5:00 PM (Pacific)

Contact Information

Contact Info Danilo Batson - 323-887-1200
 dbatson@cityofmontebello.com
Bids to
Owner's Agent

Description

Scope of Services Provide all labor, equipment, materials, software and incidentals for the monitoring and enforcement for the implementation the City's Red Light Photo Enforcement Program at 6 Intersections, with 8 approaches, and as detailed in the City of Montebello's Request for Proposals No. 18-11

Other Details
Notes

Local Programs & Policies

Bid Detail

Special Notices Please do not email directly.
 Please Direct all questions to the Q&A section.
 Vendors MUST BE a registered on PlanetBids. Vendor must be a prospective bidder for this RFP in order to submit a valid bid.
 City Hall Business hours are Monday - Thursday 7:30 am-5:30 pm (excluding holidays)

Downloadable Files

File Title	File Name	File Size	On Server	Uploaded Date	Visible
RFP 18-11	RFP 18-11 Red Light Photo Enforcement Services.pdf	151.6 kb	On Server	08/03/2017	No

Download File Fee \$0.00

Hard Copy Plans

Title/Description	Receive From	Plan Fee	Mailing Fee	Refund
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Photo Red Light Enforcement Services for the City of Montebello (18-11), bidding on September 1, 2017 5:00 PM (Pacific)

Printed 10/23/2017

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/07/2017 10:15 AM (Pacific)	PHOTO RED LIGHT CAMERA ENFORCEMENT SERVICES: Can you please provide a copy of the existing Red Light Camera Enforcement contract with any associated amendments and pricing exhibits?	See attachments in addendum 2	08/24/2017 12:37 PM (Pacific)	1.1
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/11/2017 11:45 AM (Pacific)	PHOTO RED LIGHT CAMERA ENFORCEMENT SERVICES: Can the City provide a report on events, violations, issuance and payment rates over the last 12 months?	See attachments in addendum 2. Also, the total number of incidents captured at all intersections for 2016 was 24,420, for which 16,134 were available for prosecution.	08/24/2017 12:37 PM (Pacific)	1.2
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/14/2017 10:29 AM (Pacific)	Is the City supplying the power to the poles? Is that power metered and who bears the cost of the power?	The provisions of all necessary electrical services to the Designated Intersection Approaches will be sole responsibility of the Customer (City).	08/24/2017 12:37 PM (Pacific)	1.3
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:01 AM (Pacific)	Does the City intend to continue enforcing the same 8 approaches at the same 6 intersections?	The City intends on continuing enforcing the same 8 approaches at the same 6 intersections. However, the City reserves the right, in its sole discretion with adequate prior notice to the Vendor, to increase the number of intersections included in the Program. These approaches will be analyzed in cooperation with the Vendor.	08/24/2017 12:37 PM (Pacific)	1.4
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:02 AM (Pacific)	Does the City or the current red light vendor own the above ground infrastructure?	The current vendor owns the above ground and below ground infrastructure.	08/24/2017 12:37 PM (Pacific)	1.5
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:03 AM (Pacific)	May the new vendor utilize any of the existing red light camera equipment or infrastructure either above ground or below ground?	The current vendor owns the above and below ground infrastructure. Pursuant to the current agreement the current vendor will be responsible for the removal of any and all equipment the vendor installed.	08/24/2017 12:37 PM (Pacific)	1.6
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:04 AM (Pacific)	Section 5-5.2 (e) and (f) require reporting on total citation paid and total revenue collected. Will the City and or Court be providing this information to the vendor?	The Court will provide total revenue collected.	08/24/2017 12:37 PM (Pacific)	1.7
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:05 AM (Pacific)	Will the City accept a double sided letter of interest? Will the City accept smaller font in graphics than 11 point font?	In order to accommodate this request, Section 6-2.2 of the Request for Proposals have been modified as followed: 6-2.2 Letter of Interest. Highlight the primary features of the Vendor's proposal. Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP. The Letter of interest (LOI) shall not exceed thirty (30) letter sized pages. Type font should not be less than the 11-point used in this document. Additional supporting materials relevant to this request may be provided in clearly marked appendices and on any font size.	08/24/2017 12:37 PM (Pacific)	1.8
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 8:19 AM (Pacific)	Will the City consider extending the due date of the RFP by another week or two? With only 22 calendar days and just 17 business days to respond, the turnaround time is very short.	Per Addendum #1 the due date has been extended.	08/24/2017 12:37 PM (Pacific)	1.9

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
	08/24/2017 4:23 PM (Pacific)	Section 5-3.1, L.- Does the City anticipate conducting maintenance on the photo enforcement systems? Or does the City want to oversee any maintenance performed on the photo enforcement systems?	The City will want to oversee any maintenance performed but the City will not be performing the maintenance.	08/24/2017 4:23 PM (Pacific)	2.1
		-Redflex Traffic Systems, Inc.			
	08/24/2017 4:23 PM (Pacific)	Section 5-2.17 - Does the City want the photo enforcement systems set up and configured the same as they currently are or is the City looking for a new configuration of photo enforcement systems?	The configuration must be able to capture the front and rear of the violator vehicle and the driver's face which is the current configuration.	08/24/2017 4:23 PM (Pacific)	2.2
		-Redflex Traffic Systems, Inc			

Addenda

Addendum - Released

Addendum Num 1
 Addendum Date 08/22/2017
 Release Date 08/22/2017
 Title Addendum #1
 Description Extension of Due Date to September 1, 2017 at 5:00pm

Attachments

File Title	File Name	Status
Addendum 1	RFP 18-11 Addendum No 1.pdf	On Server

Addendum - Recalled

Addendum Num 2
 Addendum Date 08/24/2017
 Release Date 08/24/2017
 Title Addendum #2
 Description Answered questions and informational attachment.

Attachments

File Title	File Name	Status
Addendum 2 w/ attachment	RFP 18-11 Addendum 2 with attachment.pdf	On Server

Addendum - Released

Addendum Num 3
 Addendum Date 08/24/2017
 Release Date 08/24/2017
 Title Q and A Set 1
 Description Q and A Set 1 has been released for this project.

Attachments

No Attachments

Addendum - Released

Addendum Num 2
 Addendum Date 08/24/2017
 Release Date 08/24/2017
 Title Addendum #2
 Description Addendum #2 with attachments.

Attachments

File Title	File Name	Status
Addendum #2	RFP 18-11 Addendum No 2.pdf	On Server
Attachment 1	Attachment 1.pdf	On Server
Attachment 2	Attachment 2.pdf	On Server

Addenda

Addendum - Released

Addendum Num 4
Addendum Date 08/24/2017
Release Date 08/24/2017
Title Q and A Set 2
Description Q and A Set 2 has been released for this project.

Attachments

No Attachments

Addendum - Released

Addendum Num 5
Addendum Date 08/24/2017
Release Date 08/24/2017
Title Bid Information Updated
Description Disclaimers included under special notices in the Bid Information tab concerning:
Office Hours
Vendor Registration
Q&A

Attachments

No Attachments

Bid Results

Bidder Details

Vendor Name Redflex Traffic Systems, Inc.
Address 5651 West Talavi Boulevard Suite 200
Glendale, AZ 85306-1893
United States

Responsee Dawn McCrory
Responsee Title Proposal Manager
Phone 623-207-2230 Ext.
Email dmccrory@redflex.com

Vendor Type

Bid Detail

Bid Format Electronic
Submitted September 1, 2017 9:02:43 AM (Pacific)

Delivery Method
Bid Responsive

Bid Status Submitted
Confirmation # 116037
Ranking 0
Amount \$0.00

Responsee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Redflex's Proposal for RFP No. 18-11	RedflexProposalforMontebelloCA RFPNo1811forPhotoRedLightEnforcementServices.pdf	Responso File

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.