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3351
12/04

THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: November 7, 2007 REPORT NO:07-183
ATTENTION: Council President and City Council
Agenda of November 13, 2007
SUBJECT: Red Light Photo Enforcement Program
REFERENCE: City Manager's Report Nos. 96-08, 96-136, 98-114, 02-203, 02-282,
04-056, 06-093

REQUESTED ACTION:

- 1) Approve the selection of American Traffic Solutions as the vendor for the Red Light Photo Enforcement program and approve the new contract, not to exceed \$4,500,000 for the three years plus two option years to renew, authorize the Auditor and Comptroller to expend in FY08 \$365,000.
- 2) Approve \$65,000 for the existing photo enforcement vendor, ACS, to complete work on the existing contract.

STAFF RECOMMENDATION:

Staff recommends: 1) selection of American Traffic Solutions Inc. as the vendor for the Red Light Photo Enforcement program and approval of a new contract; and 2) approve funds up to \$65,000 for the existing red light photo enforcement vendor to complete work on the existing contract.

SUMMARY:

The purpose of the Red Light Photo Enforcement Program (RLPE) is to prevent red light violations and reduce the possibility of collisions that may result from running red lights by modifying driver behavior. The current RLPE program has operated for over four years. Accident data analysis indicates that the number of accidents and violations attributable to red light running is trending downward since the inception of the program. For the first full three years of the program when we had a 0.5 second grace period, we had not seen a reduction in red light violations. However, we did see a 17% decline in red light running accidents at the eight existing red light photo locations and a 9% reduction citywide. Since the reduction of the grace period to a 0.1 second inherent delay in August of 2006, we have seen a 4% reduction in red light violations at the existing red light photo locations. In addition, red light running accidents have declined 62% at the existing red light photo locations and 12% citywide. Based upon the

effectiveness of this method of enforcement, it is recommended that the City continue to utilize the program as just one tool to improve roadway safety.

The existing Red Light Photo Enforcement contract expires December 2007. Specifications were developed and the Purchasing Department produced and managed the Request for Proposals for the service. American Traffic Solutions Inc. was selected as the best able to support the needs of the City.

The terms of the agreement will be for three years plus two option years to renew. The City will pay ATS a fixed monthly fee of \$ 3,750 per site, per month, for installation and operation of the first 12 sites. The fixed monthly fee will be \$5,195 per site, for all additional sites. The contract also includes the option of relocating a site for \$50,000. The equipment at ten existing sites will be transitioned to the new vendor plus installing approximately five additional new sites. We anticipate minimal interruption in service between contracts.

In addition, we are requesting authorization to exceed the FY'08 expenditure limit for the current contract by \$65,000. The expenditure in each of the five calendar years of the current contract was estimated in 2002 to be \$1,300,000. In this fifth year of the contract, the majority of the expenditures have occurred in the later part of the year. Although we are not exceeding the original annual expenditure estimate of \$1,300,000, the majority of the expenditures have occurred in FY'08.

FISCAL CONSIDERATIONS:

The cost of the contract over five years is \$4,500,000.

The cost of the RLPE program in FY'08, including contract costs and city staff is \$1,670,000. The cost of the program is offset by revenue received from citations.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

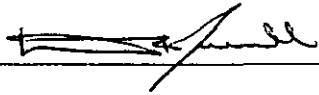
On September 17, 2002, Council authorized the reinstatement of the Red Light Photo Enforcement (RLPE) Program. As part of the reinstatement of the program, Council directed staff to use a minimum red light "grace period" of 0.5 seconds before a citation is issued to the registered owner who failed to stop at a red light. On July 12, 2006, Council authorized the reduction of the 0.5 second grace period to the 0.1 second inherent delay.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

A RLPE Program web page has been posted on the City of San Diego's web site. The web page describes the program, contains a short video explaining how the program operates, and includes the proposed intersections for photo enforcement. Proposed intersections are posted on the City's website for at least thirty days prior to final decision making, to allow for public comment. In addition, letters are sent to the local community planning group for input. Engineering staff respond to any questions from the public generated through the website.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

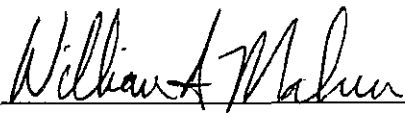
Vehicle drivers that run a red light will be impacted (receive a citation). Traffic accidents as a result of running red lights will be reduced, increasing motorist, pedestrian, and bicycle safety.



Originating Department



Deputy Chief/Chief Operating Officer



Chief of Police



THE CITY OF SAN DIEGO

OFFICE OF THE INDEPENDENT BUDGET ANALYST REPORT

Date Issued: November 8, 2007**IBA Report Number:** 07-107**City Council Date:** November 13, 2007**Item Number:** 332

Red Light Photo Enforcement

OVERVIEW

On Tuesday, November 13, 2007 the City Council is being asked to approve the selection of American Traffic Solutions (ATS) as the vendor for the Red Light Photo Enforcement Program. In addition, the City Council is asked to approve a three year contract with ATS that is not to exceed \$4.5 million for the term of the contract. The contract also includes two option years to renew once the original contract expires.

The purpose of the Red Light Photo Enforcement Program is to prevent red light violations and reduce the possibility of collisions that may result from running red lights. The current program is administered by the Engineering and Capital Projects Department (E&CP) – Transportation Engineering Operations Division. An outside vendor is responsible for installing and maintaining the cameras, and processing the photos. The San Diego Police Department – Traffic Division is responsible for reviewing the violations and issuing the citation. The program is intended to be cost neutral to the City with the funds necessary to administer the program budgeted in the E&CP – Transportation Engineering Operations Budget. For Fiscal Year 2008, 1.00 position and \$1,527,571 in expenditures are budgeted. The majority of the \$1,527,571 is for contractual obligations.

The Current Red Light Photo Locations are as follows:

- Balboa Avenue at Gerald Griffin/Terry Bennett (Between I-805 & Ruffner Road)
- College Avenue at College Grove Drive
- 10th Avenue at "A" Street

**Office of Independent Budget Analyst**

202 C Street, MS 3A • San Diego, CA 92101

Tel (619) 236-6555 Fax (619) 236-6556

- Black Mountain Road at Mira Mesa Boulevard
- La Jolla Village Drive at Towne Center Drive
- 54th Street at Montezuma Avenue
- 60th Street at Imperial Avenue
- 32nd Street at Harbor Drive
- Mission Bay Drive at Garnet Avenue
- Grape Street at North Harbor Drive
- Aero Drive at Murphy Canyon Road

FISCAL/POLICY DISCUSSION

Update on the Change in Grace Period Approved by the City Council on July 18, 2006

On July 18, 2006 the City Council approved the reduction of the grace period for the program from 0.5 seconds to 0.1 seconds. The reason given for the reduction of the grace period was that the program was not an effective deterrent in red light violations and accidents with the grace period set at 0.5 seconds. As pointed out in the Mayor's November 7, 2007 report to the City Council (Report No. 07-183), with the change in the grace period to 0.1 seconds the program is now experiencing a 4% reduction in red light violations at red light photo locations and a 62% decline of red light running accidents.

Grace Period is the time between the light turning red and the activation of the camera.

Additionally, with the grace period reduced to 0.1 seconds the program is now trending towards being fully cost recoverable.

When approving the reduction of the grace period in July of 2006 the City Council directed the Mayor's staff to do the following:

- Present reports bi-annually to the Public Safety & Neighborhood Services (PS&NS) Committee on the status and effectiveness of the program including the change in grace period.
- Return to the City Council in one year to analyze the impact of the changes to the program.
- The addition of any new intersections to the program shall be brought before the City Council for approval.

As of November 2007 the PS&NS Committee has not been updated on status of the Red Light Photo Enforcement Program. The Mayor's November 7, 2007 report to the City Council (Report No. 07-183) does contain brief information on the current status of the program and the impact of changing the grace period but does not include information on the long-term plan for the program or the identification of new intersections.

American Traffic Solutions Inc. Contract

The current vendor contract expires in December 2007. If approved, American Traffic Solutions will assume the maintenance of the program in December. The paragraphs below highlight the difference between the current contract and the proposed contract with ATS.

Current Contract

Currently, the City is charged a fixed monthly fee of \$4,670 per site for maintenance and service. To add additional sites the City is charged \$150,000 for installation costs. ***Under the current contract the City owns the Red Light Photo Enforcement equipment and infrastructure.***

ATS Contract

If approved, the Contract with ATS will require the City to pay a fixed monthly fee of \$3,750 per month for the 11 existing sites. For new sites ATS will charge a fixed monthly fee of \$5,195 with no cost for installation. ***A major difference from the current contract is the equipment installed and used at new sites will be leased by the City.***

An improvement in the ATS contract from the previous vendors is the inclusion of performance measures tied to quality and timeliness of response to the City. Examples of the performance measures included in the contract are:

- Quality of photos used as evidence for citations.
- Time required by the contractor to complete notice of violations.
- Credit against the City's monthly fee if a site is not capable of recording violations for more than forty-eight (48) hours.

It should be noted that the IBA was not able to identify in the Mayor's November 7, 2007 report to the City Council (Report No. 07-183) or the backup material provided in the Council's docket a discussion on the benefits of changing the City's policy from owning the Red Light Photo Equipment to leasing of the equipment. Due to the lack of information the IBA offers the following questions:


- What are the economic benefits to leasing the Red Light Photo equipment instead of purchasing?
- What happens to the leased equipment once the ATS contract expires? Will the City have to install new equipment or find another vendor to provide leased equipment? What is the impact to the program if the equipment owned by ATS is removed?

CONCLUSION

The Red Light Photo Enforcement program is designed to deter violations, prevent accidents, and change behavior. With the change in grace period from 0.5 to 0.1 seconds the running of red lights and accidents is being reduced and the program is trending towards becoming cost neutral to the City. *However, the IBA has concerns with approving the new contract with ATS when a discussion on purchasing or leasing of equipment for future sites has not occurred.* The IBA also recommends that bi-annual reports be made to the PS&NS Committee on the current status and the long-term plans for the program including information on future sites. This is consistent with the direction given by the City Council in July of 2006 when approving the change in grace periods.



Jeffrey Sturak
Fiscal & Policy Analyst



APPROVED: Andrea Tevlin
Independent Budget Analyst

RECEIVED
JUL 27 2007
CITY OF SEATTLE

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ONLY)

28000334 / 28000345

TO:
CITY ATTORNEY2. FROM (ORIGINATING DEPARTMENT):
ENGINEERING AND CAPITAL PROJECTS3. DATE: 335
12/04

4. SUBJECT:

RED LIGHT PHOTO ENFORCEMENT PROGRAM

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)

Deborah Van Wanseele, 533-3012, MS609

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)



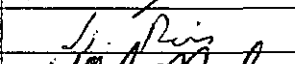


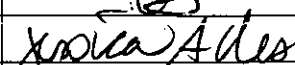
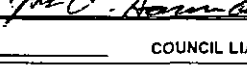
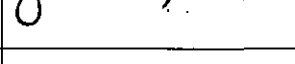
Jon Hannasch 533-3865/MS609

7. CHECK BOX IF REPORT TO
COUNCIL IS ATTACHED ☒

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	100	100			9. ADDITIONAL INFORMATION / ESTIMATED COST: Cost of the new contract for three years is \$4,500,000 (FY 08 \$365,000). In addition, \$65,000 for completion of the current contract in FY 08.
DEPT.	549	549			
ORGANIZATION	2400	2400			
OBJECT ACCOUNT	4222	4222			
JOB ORDER	120168	120168			
C.I.P. NUMBER					
AMOUNT	65,000	365,000			

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT		10/11/07	8	DEPUTY CHIEF		10-22-07
2	PURCHASING		10/12/07	9	COO		
3	POLICE DEPT		10/15/07	10	CITY ATTORNEY		10/30/07
4	LIAISON OFFICE		10/19/07	11	ORIGINATING DEPARTMENT		10/30/07
5	Auditors		10/26/07	DOCKET COORD: _____ COUNCIL LIAISON: _____			
6				COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> ADOPTION			
7				REFER TO: _____ COUNCIL DATE: 11/13/07			

11. PF

- 1) Approve the selection of American Traffic Solutions as the vendor for the Red Light Photo Enforcement program and approve the new contract, not to exceed \$4,500,000 for the three year contract, plus two option years to renew, FY 08 ~~will be~~ \$365,000.
- 2) Authorize the expenditure of an additional \$65,000 for the existing photo enforcement vendor, ACS, to complete work on the existing contract in FY 08 from previously authorized contract amounts that were not utilized in previous fiscal years.

11A. STAFF RECOMMENDATIONS:

Adopt the Resolutions

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): ALL

COMMUNITY AREA(S): ALL

ENVIRONMENTAL IMPACT: This activity is exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

HOUSING IMPACT: NONE

OTHER ISSUES:

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

AC 2800334

DEPT. NO.: 050

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$65,000.00

Vendor: ACS State and Local Solutions Inc

Purpose: Authorize the expenditure of an additional \$65,000 for the existing photo enforcement vendor, ACS, to complete work on the existing contract in FY08 from previously authorized contract amounts that were not utilized in previous fiscal years.

Date: October 26, 2007 By: Jessica Olson 

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	100	549	2400	4222	120168				65,000.00
TOTAL										\$65,000.00

FUND OVERRIDE	
---------------	--

AC 2800334

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800345

ORIGINATING

DEPT. NO.: 050

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$365,000.00

Vendor: American Traffic Solutions

Purpose: Approve the selection of American Traffic Solutions as the vendor of the Red light photo enforcement program and approve the new contract, not to exceed \$4,500,000 for the three year contract, plus two option years to renew, authorize the auditor and comptroller to expend in FY08 \$365,000.

Date: October 30, 2007 By: Jessica Olson *Jessica A. Olson*

[illegible]

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2800345

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING AWARD OF AN
AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS FOR
THE RED LIGHT PHOTO ENFORCEMENT PROGRAM

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor, or his designee, be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with American Traffic Solutions as vendor for the Red Light Photo Enforcement program and approve the new contract, not to exceed \$4.5 million including \$365,000 in Fiscal Year 2008 for the three year contract, plus two option years to renew under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR: _____.

2. That the Mayor, or his designee, be and is hereby authorized to expend an additional \$65,000 for the existing photo enforcement vendor, ACS, to complete work on the existing contract in FY 08 from previously authorized contract amounts that were not utilized in previous fiscal years.


3. That the expenditure of an amount not to exceed \$65,000 from Fund 100, is authorized for the purpose of providing funds for the above referenced Project.

4. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

5. That this activity is exempt from California Environmental Quality Act [CEQA] pursuant to State CEQA Guidelines, Section 15301.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Michael P. Calabrese
Chief Deputy City Attorney

MC:ca:sc
10/30/07
11/30/07 Cor. Copy
Aud. Cert.: 2800334
Or.Dept:E&C
R-2008-378

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

**Red Light Photo Enforcement Program
Confidential Documents**

Attachments:

Request for Proposal (RFP)
RFP Addendum
Proposal from ATS
Request for Clarification Response
Price Proposal from ATS
Price Proposal Summary
Memorandum of Agreement - Draft
Company Org Chart
Work Force Report



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.

1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 8621-07-E-RFP

REQUEST FOR PROPOSAL

Closing Date: May 17, 2007

@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with Red Light Enforcement Program

Timeline: As may be required for a period of three (3) years from date of award, with options to renew for two (2) additional one (1) year periods, in accordance with the attached specifications.

Company _____

Name _____

[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

E-Mail _____

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Proposal cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

BEVERLY ASBILL-GUMBS/muw, Procurement Specialist

Phone: (619) 236-5923

Fax: (619) 533-3225

E-mail: BAsbillGumbs@sandiego.gov

TABLE OF CONTENTS

I. Background, Scope of Work, and Objective	4
A. Background.....	4
B. Scope of Work	4
C. Objective.....	4
D. Terms and Definitions	4
II. RFP Process	6
A. Procurement Specialist – Issuing Office.....	6
B. Questions	6
C. Submission of Proposals.....	6
D. Closing Date	7
E. Late Submissions	7
F. Economy of Preparation	7
G. Two (2) Volume Proposals	8
H. Submittals Required Upon Provisional Award.....	9
I. Evaluation Committee	10
J. Acceptability of Proposals	10
K. Technical Evaluation	10
L. Price Evaluation.....	11
M. Oral Presentations	11
N. Negotiation.....	11
O. City’s Unilateral Right.....	12
P. Evidence of Responsibility	12
Q. Basis of Award.....	12
R. Incurred Expenses.....	12
III. Specific Provisions.....	13
A. Roles of the City of San Diego Purchasing Agent, Procurement Specialist, and Contract Administrator.....	13
B. Insurance Requirements.....	13
C. Performance Bond	14
D. General Provisions.....	15
E. Quantities	15
F. Independent Contractor.....	15
G. Subcontracting	15
H. Delays and Extensions of Time	15
I. Suspension of Work.....	16
J. Quality Assurance Meetings.....	16
K. Inspection, Acceptance, and Payment	16
L. Post Award Kick-Off Meeting.....	16
M. Confidential Information	17
N. Business Tax License.....	17

TABLE OF CONTENTS (Cont.)

IV. Specifications	18
A. Background.....	18
B. Requirements and Deliverables	18
C. Training.....	28
D. Qualification and Experience.....	28
E. References.....	29
F. City's Responsibilities	30
G. Proposer's Implementation Plan.....	30
H. Required Reports	30
V. Pricing Submittal	31
A. Price Proposal Pages – Instructions	31
B. Option to Renew	31
VI. Pricing Page	33
VII. Forms.....	34
Proposer's References.....	34
Proposer's Statement of Financial Responsibility	36
Proposer's Statement of Subcontractors	37
Certification Survey	38
Proposer Standards Questionnaire	39

I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

In 1998, the City of San Diego (City) implemented the use of Red Light Photo Enforcement Program (RLPE) to improve the safety of pedestrians and motorists, and reduce the amount of serious injuries and fatalities caused by red light violations. During the first six months of 2006, the nine (9) intersections equipped with an automated red light photo system photographed approximately 2,500 potential violation events each month. Based upon the analyzed benefits of the current RLPE program, the City has determined that the program be continued. The City desires to operate a RLPE at a minimum of 15 sites. However, expansion plans for future years has not been determined at this time. With a goal to reduce violations, the City cannot currently commit or guarantee a specific number of intersections or volume of work.

Interested parties who have successfully demonstrated similar work for a city or public agency of similar size and scope are invited to submit a Response to this Request for Proposal (RFP).

B. SCOPE OF WORK

The new RLPE program will be required to be a “turnkey” operation, whereby the Proposer shall provide all necessary equipment associated with the RLPE program, all staff necessary to install, operate, and maintain the program as well as providing necessary services to the City. The principal responsibility of the Proposer shall be to provide all necessary equipment and software for an operational system. The successful Proposer will process each photographed incident. Oversight will be provided by the San Diego Police Department and Engineering Department, which will also review each photographed incident and notify the successful Proposer when a violation requires the issuance of a citation. The specifications and requirements of the RLPE program are delineated in Section IV Specifications of this Request for Proposal (RFP).

C. OBJECTIVE

The objective of this RFP is to make an award to a qualified Proposer who can deliver a comprehensive RLPE program, which represents the best overall value to the City meeting the specifications and requirements of this RFP.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

- a. Must or shall: Used throughout this RFP to indicate mandatory requirements.
- b. BAFO: Best and Final Offer

- c. Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.
- d. Approach: The left turn, straight and right turn lanes on one leg of an intersection is a single approach.

II. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposers who have received this Request for Proposal, (RFP) from a source other than the Procurement Specialist listed on the cover page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the RFP, or other communications, can be sent to them. Proposers who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than Monday, May 7, 2007. Such requests should contain the following: “QUESTIONS: 8621-07-E-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail Beverly Asbill-Gumbs at BAsbillgumbs@sandiego.gov. It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

C. SUBMISSION OF PROPOSALS

- a. Proposals shall be:
 - a. Submitted in the format set forth herein;
 - b. Made in the official name of the firm or individual under which Proposer's business is conducted (including the official business address);
 - c. Cover page of this RFP signed by a person duly authorized to commit successful Proposer to the contract;
 - d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);
 - e. Separated into Technical and Price Proposal Volumes; and
 - f. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposers must submit one (1) original, and four (4) copies of the Technical Volume plus one (1) original, and four (4) copies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

D. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the Proposals. The names of Proposers will not be released until announcement of award.

E. LATE SUBMISSIONS

Proposers mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the issuing office. Any Proposal, modifications to Proposals, request for withdrawal of Proposals, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of San Diego's General Provisions for Proposals. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. A record of late submission, request for withdrawal, modification of a Proposal, or BAFO shall be made in the appropriate procurement file.

F. ECONOMY OF PREPARATION

Proposers shall prepare each Proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

G. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price Proposals. This separation allows for evaluation of technical Proposals on their technical merit only. Consequently, Proposers shall submit their Proposal in two (2) separately sealed volumes as specified below:

a. Volume I – Technical Proposal

a. Executive/Management Summary

The Executive/Management Summary shall contain a brief narrative or synopsis summary of how the Proposal meets the needs of the City incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP.

b. Section IV, Specifications

The information specified herein must be addressed in the technical Proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the RFP. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposers should also include any other information they feel may be of benefit to the City.

Proposers are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Proposer of responsibility to perform the contract.

Failure to provide the required responses and/or submittals with the Proposal may be cause for the Proposal to be rejected as non-responsive and unacceptable.

b. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page acknowledging any addenda. Failure to submit this signed document will result in rejection of the Proposal.

b. Price Proposal Pages

Proposers shall submit pricing Proposals on the City's Price Proposal pages, unless otherwise stated in this RFP.

c. Additional Submittals/Forms

- a. Proposer's References (use form on page 34).
- b. Proposer's Statement of Financial Responsibility as specified in Section II, paragraph (use form on page 36).
- c. Proposer's Statement of Subcontractors (use form on page 37).
- d. Certification Survey (use form on page 38).
- e. Proposer Standards Questionnaire (use forms on pages 39-43).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

- a. Insurance requirements as specified in Section III, paragraph B.
- b. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005.
- c. Business Tax License as specified in Section III paragraph N, if not currently on file.

Failure to provide the required submittals upon provisional award, within the time period specified, may be cause for the provisional award to be voided and the Proposal to be rejected as non-responsive.

I. EVALUATION COMMITTEE

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of other individuals appointed by the Purchasing Agent.

J. ACCEPTABILITY OF PROPOSALS

The Procurement Specialist shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Procurement Specialist shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Specialist may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Procurement Specialist may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Procurement Specialist may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Procurement Specialist may reject in whole or in part any and all Proposals if such is in the City's interest.

K. TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) shall conduct its evaluation of the technical merit of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified Proposal on technical merit.

The criteria that will be used by the Technical Evaluation Committee for the technical evaluation of Proposals for this procurement listed below are equal.

- a. Qualifications, Experience and Rapport
- b. Past performance as indicated by references; and
- c. Executive/Management Summary and Specifications;

The Committee may request additional technical assistance from any source. References shall be used during the evaluation process.

L. PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. This information will then be used to establish a ranking.

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms Section. This document will be used in determining the Proposers' financial responsibility.

M. ORAL PRESENTATIONS

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within three (3) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services.

Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

N. NEGOTIATION

The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals.

Proposers, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may, be asked to discuss their Proposals with the City to facilitate arrival at a contract most advantageous to the City. If the Procurement Specialist determines that discussion is in the best interest of the City, the Procurement Specialist will advise Proposers in the competitive range to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Specialist determines either that discussions are not in the best interests of the City or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

O. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

P. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Specialist may require Proposer to submit such additional information bearing upon Proposer's ability to perform the contract as the Procurement Specialist deems appropriate. The Procurement Specialist may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.

Q. BASIS OF AWARD

The Procurement Specialist will recommend contract award to the responsible Proposer(s) who's Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Technical merit will have greater weight than price. However, the more closely Proposals are ranked technically, the more important price will become.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

III. SPECIFIC PROVISIONS

A. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR

The Procurement Specialist is the City of San Diego's authorized representative for all pre-contract matters related to this contract. Throughout the duration of the contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Contract Administrator or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contract Administrator or designee shall have no authority to modify any provisions of this contract.

B. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Proposer's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from insurers licensed in the State of California, rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide and approved by the City. Non-admitted surplus lines insurers may be accepted provided they appear on the current California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet City requirements.

The following coverage shall be required:

- a. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least two million dollars (\$2,000,000.) per occurrence and two million dollars (\$2,000,000.) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the City. In addition, the City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
- b. Automobile Liability coverage with limits of at least one million dollars per occurrence, combined single limit (\$1,000,000.00 CSL) for owned, non-owned and hired vehicles ("any auto"). The City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement unless the coverage is written on a standard ISO CA 00-01 policy in which case, no separate endorsement is required although the additional insured status must be noted on the certificate.
- c. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.

C. PERFORMANCE BOND

Any deductibles or self-insured retentions are the sole responsibility of the Proposer and any deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000.) shall be disclosed to and acceptable to the City.

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

D. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference.

The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this Proposal.

E. QUANTITIES

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

F. INDEPENDENT CONTRACTOR

It is understood and agreed that the Proposer is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the successful Proposer. If the successful Proposer employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Subcontractors of the successful Proposer, and the successful Proposer bears full responsibility for compensating those persons.

G. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of Purchasing.

H. DELAYS AND EXTENSIONS OF TIME

- a. The successful Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

- b. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the successful Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the successful Proposer or the Subcontractors or suppliers.

I. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the successful Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

J. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule periodic meetings during the term of the contract to discuss Proposer's performance. This meeting, should it be required, shall be scheduled at the City's request anytime during the term of the Contract. At this meeting, the City will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

K. INSPECTION, ACCEPTANCE, AND PAYMENT

The City's Contract Administrator(s) or designee(s) shall inspect the work to determine if the specifications have been provided in accordance with the Contract. The City reserves the right to determine acceptability. The City shall tie payment of invoices to the deliverables and will authorize payment after the City's acceptance.

L. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer. Pricing for the post award kick-off meeting shall be included in Section V.

M. CONFIDENTIAL INFORMATION

Any information submitted with a Proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked confidential or proprietary, it will be protected and treated with confidentiality to the extent permitted by law. However, it will be the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information.

N. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

IV. SPECIFICATIONS

A. BACKGROUND

The specifications and requirements detailed herein describe a System involving Camera Units and System Equipment, maintenance and servicing, film collection/processing, image retrieval, image analysis, Notice to Appear processing, and interface with the San Diego County Court ("Court"), San Diego Police Department ("SDPD"), and San Diego Transportation Engineering Department ("Engineering"). The System is intended to provide for the photographing and citing of vehicles entering an intersection after the beginning of the red signal phase. Engineering shall oversee this System at all enforced intersections as specified herein and for future requirements. Proposer shall provide administrative support services and work with Engineering, SDPD, the Court, and all interested City departments and other agencies in the administration, operation, design and construction of this System.

B. REQUIREMENTS AND DELIVERABLES

Proposer's must provide their RLPE program in accordance with the statutory requirements of the California Vehicle Code (CVC) Sections: 21453, 21455.5, 21455.6, 24155.7, 40518, 40520, and 210 and any future requirements required by law in order to meet the legal mandate for an automated photo red light program.

Proposer shall provide the equipment and services specified below, which is representative of the current operating system relative to functional characteristics and performance standards. The current system is automated and utilizes a forward and rear facing Gasometer camera/computer, digital video recorder, and inductive loops installed in the roadway prior to the violation point.

SDPD will develop uniform guidelines for screening and issuing violations and for the processing and storage of confidential information and establish procedures to ensure compliance with the guidelines. These guidelines will be included in an Operational Agreement between the City and the Proposer.

Proposer's are not precluded by this RFP from developing new strategies to enhance any portion of the City's existing automated red light photo enforcement program. It is the responsibility of the Proposer to thoroughly explain how its solutions and strategies meet the needs of the City, or offers an acceptable alternative to the services described herein. However, alternate proposals shall be in accordance with the City of San Diego, Purchasing and Contracting, General Provisions for proposals dated 01/18/05, Section C6 - Alternate Proposals.

Proposals shall include a plan to provide state of the art technology and equipment as it becomes available, including industry enhancements or upgrades.

A. Cameras

- a. Provide front and rear facing cameras at each intersection approach selected by the SDPD and Engineering. The cameras must be capable of taking high resolution color photographs, color digital or video images that clearly depict the vehicle license plate, driver of the vehicle, and the color of the traffic signal light. Each color photograph must display the imprinted violation date, time of day, amber and red signal phases, violator's traffic lane of travel, and the elapsed time between each photographed frame after the traffic signal light has changed to red. In addition, each photo shall have a print date and identify the person printing the photo. The cameras must be housed in a weatherproof, bullet and vandalism resistant National Electrical Manufacturer's Association enclosure.
- b. The camera system must take at least one flash color photograph, color digital or video image from the rear of the violator vehicle, and one from the front after the violator vehicle actuates the inductive loops, electronic detectors, or detection device. The inductive loops, electronic detectors, or detection device must be designed to identify any vehicle entering the intersection at a variable time beginning at 0.1 second after the red signal phase has begun. The camera system will be required to take a second color photograph, color digital or video image from the rear of the violator vehicle, and one of the front of the vehicle as it proceeds through the intersection against the red traffic signal.
- c. There shall be a minimum nine (9) second video image of the violation showing the vehicle proceeding through the intersection.

B. Communication

- a. The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Proposer.
- b. All electrical connections with City traffic signal equipment and systems are limited to intersection signal outputs and must be optically or otherwise isolated.
- c. The Proposer's system may have a separate point of service for power. Proposer shall provide a separate circuit breaker should this power originate from the same disconnect as the traffic signal.

c. Data Security

- a. All System data subject to electronic transmission communication shall be transmitted via a secure, tamperproof system. The data must also be encrypted prior to transmission. At a minimum the data must be pre-encrypted using the triple-DES (Digital Encryption Standard) encryption algorithm. The techniques used to encrypt and secure System data shall at all times be subject to City approval. Substitution of encryption algorithms must be approved by the City Engineer prior to deployment.
- b. Any loss of citation data resulting from a failure to properly secure System data communications shall be Provider's sole responsibility and subject to applicable liquidated damages at a minimum of one thousand dollars (\$1,000.) for each captured violation.

D. Detection System

The Proposer shall provide and install the vehicle detector loops, electronic detectors, or detection devices, conduits, pull boxes, and electrical power to the equipment.

All wiring connections to the traffic signal controllers will be installed by the Proposer under the supervision of City personnel.

E. System Operation

- a. Proposer shall provide a toll free number support for troubleshooting both software and hardware. Proposer shall have staff available for emergency contact twenty-four (24) hours a day/ seven (7) days a week.
- b. Color digital or video images must be downloaded daily. The system will be inspected by Proposer on site or remotely on a daily basis to verify that it is in proper working order. Proposer shall conduct on-site testing of the system, along with City staff, not less than once each month.

- c. Proposer shall respond to any malfunction of the System within twenty-four (24) hours of a discovered malfunction or after City provides notice regarding a System malfunction to Proposer (Malfunction Notice) whichever occurs first. Proposer shall inspect the equipment and functionality of the System as a whole and individually at each of the System intersections when collecting film, but not less than weekly for digitally enforced locations. In the event that Proposer discovers any malfunction or defect, or in the event that Proposer receives a Malfunction Notice, Proposer shall notify City Project Manager within twenty-four (24) hours. Proposer shall cause such malfunction or defect to be repaired within forty-eight (48) hours of discovery. The Proposer shall notify the City Project Manager with a written report identifying the problem, available options on how to correct it, and the Proposer's recommendation on how to proceed. City reserves the right to determine the final course of action in all such cases. City shall have the right to be compensated by Proposer for such loss based on the estimated number of citations lost (based on historical citation rates of the enforced approaches where the loss occurs) or if no historical data, the average of all locations for that month).
- d. Proposer shall be solely responsible for remediation or replacement of any equipment or software installed by Proposer in the event that such remediation or replacement is required due to conditions not caused by the City or any of the City's employees, agents, or independent contractors. The Proposer will warrant and maintain all equipment throughout the duration of the contract.
- e. The Proposer, after consultation with the City and County Courts, shall develop a citation form to be used. The citation form must be acceptable to the Judicial Council of California (see sample on page 47).
- f. The Proposer shall process the color digital or video images of each violation. The license plate of the vehicle must be used to identify the registered owner through information maintained by the Department of Motor Vehicles (DMV) and accessed by the Proposer. The Proposer shall electronically send the SDPD a completed notice of violation containing all color photographs within five (5) working days following retrieval of the film, digital or video images. The SDPD will review all violation incidents and electronically notify the successful Proposer of each citation to be processed and mailed.
- g. The Proposer shall ensure that there are clear, unobstructed images for each violation as directed and approved by the SDPD. Enlarging images for court proceeding may be required. Each captured image must be clearly discernible and visible to the naked eye without the use of enhancement equipment. All images, which result in the filing of a violation, shall clearly show the following:
 - 1. Vehicle running the red light continuously, starting at a location before the vehicle enters the intersection against a red traffic indicator.

2. The violating vehicle must be in a position prior to the limit line in the first front photograph. The second front photograph of the vehicle must clearly capture an image of the driver for identification.
3. The signal light indication must be in the red phase and visible in the first rearview photograph. The violating vehicle must be in a position prior to the limit line in the first rearview photograph.
4. A clear image of the license plate must be visible in one of the photographs.
5. The system shall provide images for multiple red light violators in a single traffic signal cycle.
6. A minimum twelve (12) second digital video file of each red light violation, capable of identifying vehicles traveling through the intersection during the red light phase. The video shall capture a view of the traffic signal from the direction in which the driver is approaching.
7. All images shall include a data line with the following information imprinted upon the image, but not in obstruction of violation images:
 - a. Day, month, and year of the alleged violation.
 - b. Time of alleged violation (hh:mm:ss).
 - c. Speed of the vehicle photographed.
 - d. Traffic signal phase.
 - e. Elapsed time since onset of red light.
 - f. Direction of travel of photographed vehicle.
 - g. Identification of operator processing the image.
 - h. Information identifying the location.
 - i. Frame sequence number.
8. Proposer shall provide an audit trail of all unusable and unattainable images with documentation regarding why the photograph was unusable and/or why a citation was not generated.

- h. The Proposer shall be responsible for providing the SDPD with a Windows VISTA ready personal computer and a color printer for the work site that is responsible for the review and processing of automated red light photo citations. The workstation must be electronically equipped for the SDPD to receive a notice of violation sent by the Proposer, and after its evaluation by the SDPD, to electronically transmit back to the Proposer the determination whether to process the citation. The Proposer shall provide a personal computer at the Court for walk up customer service to review automated red light photo citations. The Proposer must also provide the subscription to internet service provider in order to download information and transmit citation information via a Digital Subscriber Line (DSL) for these locations. In addition the Proposer shall provide the SDPD with a portable laptop computer to view the photos and video for court testimony.
- i. Once a citation has been approved by the SDPD, the Proposer shall electronically process citations with the San Diego County Superior Court System. The Proposer shall be responsible for the issuance and mailing of all approved citations as identified in California Vehicle Code, Section 40518(a).
- j. If necessary, the SDPD will request from the Proposer a developed color photograph, color digital or video image of the violator. The Proposer shall provide the color photograph within two (2) working days of the request. Each color photograph, digital or video image, must be large enough to read the license plate of the vehicle and identify the driver.
- k. In cases where a recipient of a violation notice chooses to appear in court, the Proposer shall be contacted. The Proposer shall prepare a court case package which must contain, developed front and rear color photographs, processed front and rear color digital or video images of the violation, a certified copy of the maintenance or calibration records covering the period prior to and immediately after the photographed violation, a certificate of mailing from the United States Postal Service indicating the citation was mailed within eleven (11) days of the violation, and an affidavit by the Proposer that outlines the duties performed throughout the entire processing of the violation. The case package must be delivered to the Court within five (5) working days prior to the scheduled court date.
- l. The Proposer shall provide, upon the request of the City, an expert witness to testify in court as to the operation of the camera system, collection and processing of the evidence submitted to the court. The need for this service is ongoing and is dependent upon the requirements of the court. The Proposer shall also be responsible for conducting a sufficient number of workshops to train judicial officers or other court personnel. The training should include, but not be limited to, a detailed overview of the automated photo red light program. All costs will be at the expense of the Proposer.

- m. The Proposer must provide a monthly report for each location where cameras are installed (see data that must be incorporated in the report on page 44).
- n. The Proposer shall meet with the SDPD and Engineering at least once a week in San Diego to evaluate progress, determine that deadlines are met and to discuss operational issues.
- o. Proposer shall provide parts and service. Proposer shall provide technician support readily available and capable of responding to unit repair and programming within twenty-four (24) hours.
- p. The City will conduct periodic inspections of the Proposer's processing site. These inspections will be at a minimum of every month. If Proposer's processing site is outside of San Diego County, the City shall be reimbursed for reasonable travel expenses incurred for all inspections. Inspections may include up to two (2) City staff members.

F. Standards of Performance

- a. The primary objective of the System is the reduction of collisions at signalized intersections resulting from red light violations.
- b. To meet the primary objective, this automated enforcement System is designed to monitor and enforce the red light violations at each enforced intersection approach by automatically capturing enough information about each violation to issue, enforce, and adjudicate a lawful citation.
- c. Both parties acknowledge that enforceable citations may not be issued for all violations that may occur at each enforced intersection approach due to a variety of controllable and uncontrollable factors.
- d. Each month, the City Program Manager shall meet at a City facility, with the Proposer's Project Manager to review the System's performance. The Proposer shall explain variances on the System's performance status with respect to the established performance guarantees for the month. If your performance is not consistent with the expected performance guarantee, the Proposer's Project Manager shall determine the causes and establish an action plan to improve System performance for the coming month to meet the performance guarantees.

g. Performance Guarantee

- a. The Proposer will guarantee for all locations that, on a monthly basis, eighty percent (80%) of photos capturing red light violations, (but not including those rejected for uncontrollable factors), must be clear and identifiable, and therefore of a quality that the SDPD can approve as sufficient for submission as evident in citation proceedings. For each percentage point, less than eighty percent (80%), by which the photos are not of the aforementioned quality, the City shall be credited with one percent (1%) of the total monthly fees. For any one intersection; if more than fifty percent (50%) of the photos are rejected due to controllable factors, City shall not be obligated to pay the monthly fee for that intersection. The thirty (30) day warning period is subject to the performance guarantee. City reserves the right to conduct a quarterly audit of ALL photos taken at each intersection in order to assess the performance and effectiveness of Proposer equipment according to the standards mentioned above, and subject to the conditions and credits described in this section.
- b. If and to the extent that an installed approach is not capable of detecting violations for more than forty-eight (48) hours, not caused by City, Proposer will allow a credit against the monthly fee for such installed approach for that month equal to: such installed approach's monthly fee multiplied by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction, divided by ten (10). For the purposes of this section, "day" shall mean any period of twenty-four (24) hours. Nothing in this section shall limit any other rights and remedies available to the City as discussed in this RFP.
- c. If Proposer fails to provide the completed notice of violation containing all color photographs within five (5) working days following retrieval of the images to the SDPD or fails to mail out the violation notice within fifteen (15) days of the violation, Proposer will allow a credit against the monthly fee equal to the loss of revenue to the City.
- d. The City and the Proposer agree that as reasonable damages for each Notice to Appear not mailed by Proposer within the time period set forth in the California Vehicle Code and for every Notice to Appear mailed to the registered owner without the final approval and signature of the Police, Proposer shall pay the City equal to the loss of revenue the City receives for a violation.

H. Technical Upgrades

As Contractor develops and offers new products or upgrades of existing products, the Contractor will give the City the opportunity to upgrade to the newest product offerings. On or about each anniversary of Contract certification, Contractor will provide a written report to the City's Program Manager detailing upgrades in technology and their possible applicability to the City's System. The Contractor will not implement technology upgrades without the specific approval of the City. Requests to employ technical upgrades shall be made in writing.

I. Warning Signs

- a. Proposer shall be responsible for the installation of warning signs at photo enforced intersections.
- b. Warning signs must be placed in advance on all approaches of photo-enforce intersections and at the photo-enforced intersection for all directions, as approved by the City.
- c. Warning signs must be clearly visible and compliant with the Manual on Uniform Traffic Control Devices (MUTCD).
- d. Maintenance of the warning signs shall be the sole responsibility of the Proposer, and must be in compliance with existing City Codes governing such signs. (<http://www.sandiego.gov/engineering-cip/pdf/contents.pdf>)

J. Plans and Permits

- a. The Proposer shall be responsible for submitting any plans as specified by City Code, obtain all necessary permits, and pay all fees.
- b. Installation shall be done under the supervision of City field inspector.
- c. Installation must conform to all local, state and federal guidelines and are performed in accordance with all current professional standards.
- d. All Construction Design Plans must be prepared by a California Registered Civil or Electrical Engineer, and shall be subject to the City's plan check, permitting, and inspection procedures.

K. As-Built Plans

- a. As-Built plans shall be prepared and approved by a civil or electrical engineering firm licensed by the State of California for all System intersections as part of this Agreement. It shall be the Proposer's responsibility to ensure that each As-Built plan for each System intersection is properly prepared and maintained to accurately reflect any and all subsequent modifications, upgrades or adjustments. Any subsequent modification, upgrade, or adjustment to any System intersection must be reflected in the corresponding As-Built plan and indicated as such, with the revised plan dated and stamped by the Engineer in charge of such modification.
- b. Up to date As-Built plans shall be maintained at both the Proposer's office and City Engineering offices.
- c. At those intersections where two sets of loops (i.e., one set for traffic control and one set for photo enforcement) are in place making it difficult to determine with certainty which set of loops are currently operational for the photo enforcement system, all As-Built drawings shall be maintained or updated as needed so that the System's operational loops can be readily identified. Abandoned loops must be intentionally cut on two sides so that it is clear that the loops have been abandoned as well as to eliminate any possibility of loop to loop crosstalk.

1. Restoration of Intersections

All equipment owned and provided by Proposer or any of its subcontractors, including but not limited to cameras, poles, housing cabinets, signs, and computer workstations, will be removed by Proposer in the event of termination or at the end of the contract period. All equipment owned and installed by the City shall likewise remain in the City's possession and ownership shall remain with the City.

Upon termination or expiration of the Contract, Proposer shall restore the affected public facilities, including returning the intersections to their original condition; provided, however that Proposer shall not be required to remove any of the following, which if not removed shall become the property of the City upon termination: conduits, in-ground fixtures, underground wiring, or other infrastructure that will require excavation. All costs incurred by Proposer thereby will be the responsibility of Proposer.

M. Public Relations, Community Awareness, and Internet Customer Service

Proposer shall assist the City with a Public Awareness Program beginning at least thirty (30) days prior to the issuance of citations at each new location. Such assistance shall include the services as follows:

- a. At the City's option, the Proposer shall prepare a series of press releases informing the local media and the public about the installation of the red light cameras, the benefits of red light cameras, and the results of the installation. In coordination with the City, Proposer shall also arrange at least one (1) press conference each year featuring City Police Officers.
- b. The Proposer shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, general information to the alleged violators regarding the System, and information regarding the status of a specific Citation. City shall review all information contained and provided by the internet site prior to the Proposer's implementation. The internet site shall be operational within sixty (60) days following notification to Proposer of notice to proceed.

C. TRAINING

Upon request by the SDPD and Engineering, the Proposer shall provide training to City personnel assigned to the automated red light photo program. The training must provide an overview of all aspects of the automated program, including the technical information necessary to testify in court. In addition to initial training, annual refresher training (continuing education) shall be provided, including, but not limited to, emphasis on particular areas of the City's choice. Training shall be conducted within the City at a site that is convenient for City personnel. Class size for the initial training may be up to a maximum of twenty (20) trainees. Periodic refresher training may be up to a maximum of ten (10) trainees. The Proposer will assume all costs for training up front annually if needed.

D. QUALIFICATION AND EXPERIENCE

Proposers must also demonstrate that they are qualified to perform the work as specified in this RFP. Proposals will only be considered from entities that have provided automated red light photo equipment and services to a public agency for a period of no less than one (1) year within the past five (5) years. This will enable the City to judge the Proposer's reliability, performance, and other information.

To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the Proposer, the following information must be included with the technical proposal:

- a. Proposer shall provide a company/corporate organizational chart and staffing profile including sub-contractor if applicable. The staffing profile shall include the leadership of the project team, the accountability of the Project Manager/Lead, the lines of authority and the identification of the day-to-day staff indicating by a percentage (%) as to whether they will be fully or partially assigned and dedicated to the Project. Less than full time dedication or one hundred percent (100%) of any members of the project team shall be explained.
- b. Proposer shall provide background, knowledge, resumes, experience dealing with similar projects and years of tenure for key personnel who will be assigned and dedicated to the City's account. Project team personnel shall be assigned and dedicated to the City's account and shall not be substituted or replaced during the term of the contract without the written acceptance of the City.
- c. Proposer shall provide the names and contact information including e-mail addresses of the key personnel assigned and dedicated to the City's account.
- d. Proposer shall provide a dedicated Project Manager/Lead (key personnel) who has a minimum of five (5) years prior experience in accounts of similar type, size, and scope.
- e. Proposer shall clearly define what responsibilities the dedicated Project Manager/Lead project team member(s) and key personnel will be charged with relative to this project.
- f. The dedicated Project Manager/Lead shall be accessible, at the minimum, by e-mail and local telephone numbers with an area code of 619, 858, or 760, or a toll free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time excluding the most recently published City holidays as specified on the City's internet site www.sandiego.gov.
- g. Proposer's Statement of Subcontractors (use form on page 37)

E. REFERENCES

Proposers are required to provide a minimum of five (5) references to demonstrate successful performance for work of similar size and scope to the City of San Diego as specified in this RFP during the past three (3) years. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this contract. This will enable the City to judge product reliability, Vendor performance, and other information.

F. CITY'S RESPONSIBILITIES

Oversight will be provided by the San Diego Police Department and Engineering Department, which will review each photographed incident and notify the successful Proposer when a violation requires processing and the issuance of a citation

G. PROPOSER'S IMPLEMENTATION PLAN

The City's goal is to have no interruption in service between contracts (existing and new) with the acceptance of the incumbent Contractor. Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Proposer intends to provide the work plan with specified deliverables as previously specified. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

H. REQUIRED REPORTS

Proposers shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. *If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of Contract that may, at the City's option, result in termination of the Contract.*

V. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES – INSTRUCTIONS

Proposers shall submit their proposal for pricing on the following City's Price Proposal pages. Using the enclosed Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted with the exception of pricing for optional consulting services. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable. The fixed monthly fee shall be inclusive of all costs associated with providing the operation of each RLPE site as specified in this RFP. No other charges will be considered.

Proposers may provide attachment worksheets, which include a breakdown of labor hours and other rationale used in determining their pricing. However price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed.

Price evaluation shall be based on the fixed monthly fee for installation and operation of the initial twelve (12) RCL. All other pricing will not be evaluated.

B. OPTION TO RENEW

The contract is for the period of three (3) years from date of award with options to renew for two (2) additional one (1) year periods under the terms and conditions of the current contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Proposer an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Proposer shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____ %

Failure to submit or complete the price increase section above will be construed to mean that prices originally proposed will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

VI. PRICING PAGE

Fixed Monthly Fee for installation and operation of initial 12 RLPE approach sites \$ _____

Fixed Monthly Fee for installation and operation of an additional RLPE approach site \$ _____ per month.

Price to relocate an existing RLC approach site \$ _____

Payments will be made to the successful Proposer monthly in arrears.

VII. FORMS

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of five (5) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract: _____

PROPOER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is required to furnish below a statement of financial responsibility, except when the Proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Proposer is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Certification Survey

For Small, Ethnically and Culturally Diverse,

Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (____) _____

E-Mail Address: _____

1. Contractor's company is currently certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____

Authorized Signature

Date

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

Purchasing & Contracting Department • City of San Diego
CONTRACTOR STANDARDS
Questionnaire

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the Questionnaire Attachment "A" and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

☐ Yes

☐ No

If Yes, use *Questionnaire Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

☐ Yes

☐ No

If Yes, use *Questionnaire Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Questionnaire Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

☐ **Limited Liability Company** Date formed: ____/____/____ State of formation: _____

List names of members who own five percent (5%) or more of the company:

☐ **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: ____/____/____

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Questionnaire* for a Joint Venture's submission to be considered responsive

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm defaulted on a contract with a government agency?
☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner or officer been found to have violated or been penalized for any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
- ☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
- ☐ Yes ☐ No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This questionnaire response is submitted as:

- ☐ Initial submission of *Contractor Standards Questionnaire*.
- ☐ Update of prior *Contractor Standards Questionnaire* dated ____/____/____.

Complete all questions and sign below. Each *Questionnaire Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this questionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Ordinance No. O-19383:

- (a) To comply with all applicable State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Questionnaire* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Print Name, Title

Signature

Date

Purchasing & Contracting Department • City of San Diego
CONTRACTOR STANDARDS
Questionnaire Attachment "A"

Provide additional information in space below. Use additional *Questionnaire Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

Monthly Report

The Monthly Report shall include the following data:

Court Packages Prepared

Warning Notices Issued

AND the following data for each individual photo enforced intersection:

MONTHLY EVENT PROCESSING REPORT	
Uncontrollable Factors	
Serial	Categories
1	Car Obstructed
2	Conditions Beyond Control of Driver
3	Driver Age Mismatch
4	Driver Obstructed
5	Emergency Vehicle
6	Gender Match Failure
7	Glare on Plate
8	Glare on Windshield
9	Illegible Plate
10	Intersection Control in Progress
11	Issuance Criteria Not Met
12	No DMV Match Found
13	No Plate
14	No Vehicle Match Found
15	Out of State Plate
16	Other
17	Plate Obstructed
18	Registered Owner Not Driver

Controllable Factors	
Serial	Categories
19	Clarity of Driver
20	Clarity of Plate
21	Dark Interior
22	Data Error
23	Equipment Malfunction
24	Expired (Not mailed with-in 15 day requirement)
25	Film Exposed/Improper Film Development
26	Framing of Vehicle, Plate or Driver

Issuance	
Serial	Categories
27	Citations Issued

No Violation Issued (Categories are excluded from the Total Violations tally)	
Serial	Categories
28	Left Hand Turn
29	No Violation Occurred
30	Rear Axle Activation
31	Right Hand Turn
32	Test Shot
33	Vehicle Stopped
34	Number of Vehicles Detected
35	Total Number of Violations

Uncontrollable Factors	
Serial	Categories
1	Car Obstructed
2	Conditions Beyond Control of Driver
3	Driver Age Mismatch
4	Driver Obstructed
5	Emergency Vehicle
6	Gender Match Failure
7	Glare on Plate
8	Glare on Windshield
9	Illegible Plate
10	Intersection Control in Progress
11	Issuance Criteria Not Met
12	No DMV Match Found
13	No Plate
14	No Vehicle Match Found
15	Out of State Plate
16	Other
17	Plate Obstructed
18	Registered Owner Not Driver

Controllable Factors	
Serial	Categories
19	Clarity of Driver
20	Clarity of Plate
21	Dark Interior
22	Data Error
23	Equipment Malfunction
24	Expired (Not mailed with-in 15 day requirement)
25	Film Exposed/Improper Film Development
26	Framing of Vehicle, Plate or Driver

ATTACHMENT

CITY OF SAN DIEGO
SAN DIEGO POLICE DEPARTMENT
 9285 Aero Drive
 San Diego, CA 90210

JOHN Q DOE
 123 ANY ST
 ANY TOWN, CA 12345

SECTION B

CITATION NO.

CITY OF SAN DIEGO POLICE DEPARTMENT

NOTICE TO APPEAR

STATION		<input type="checkbox"/> TRAFFIC <input type="checkbox"/> NON-TRAFFIC <input type="checkbox"/> MISDEMEANOR <input type="checkbox"/> CONTINUATION	
DATE	TIME	DAY OF WEEK	ADJ.
NAME (FIRST, MIDDLE, LAST)			
ADDRESS			
CITY	STATE	ZIP CODE	
DRIVER'S LICENSE NO.	STATE	CLASS	BIRTHDATE
<input type="checkbox"/> JUVENILE TEL. NO.			
SEX	RACE	HAIR	EYES
DOB	HEIN	VIOL	MISC. DESC. INF. (SCARS, TATTOOS, ETC.)
VEH. LIC. NO.	STATE	REGISTRATION	SALES TAX (V.C. 560)
YEAR OF VEH.	MAKE	MODEL	BODY STYLE
COLOR			
REGISTERED OWNER OR LESSEE ADDRESS			
ADDRESS OF OWNER OR LESSEE			
FINANCIAL RESPONSIBILITY INFORMATION			
<input type="checkbox"/> BOOKING REQUIRED			
BOOKING NUMBER			
FORGIVE FOR DISQUALIFIED FOR V.C.			
YES	NO	VIOLATIONS	CODE
<input type="checkbox"/>	<input type="checkbox"/>		DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>		
27302 (V.C. CHILD RESTRAINT)		27314 (V.C. SEAT BELTS)	

APPR. SPEED	MPH / MPH SPD	POSTED / VEH. SPD	RADAR	CITY
LOCATION OF VIOLATION				

I, VIOLATION NOT COMMITTED IN MY PRESENCE. CERTIFIED ON INFORMATION AND BELIEF
 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE
 OF CALIFORNIA THAT THE "BOOKING IS TRUE AND CORRECT."
 DATE: ISSUING OFFICER: EMP. NO. VACATION:

ARRESTING OFFICER, IF DIFFERENT FROM ABOVE: EMP. NO. VACATION:

WITHOUT ADMITTING GUILT, I PROMISE TO APPEAR AT THE TIME AND PLACE CHECKED BELOW.
X

San Diego Superior Court
 12134 Kearny Mesa Drive
 San Diego, CA 90210
 Before

FORM APPROVED BY THE JUDICIAL COUNCIL OF CALIFORNIA
 REV. 1-1-91 - 40610, 40612, 40613 V.C. 560.3 P.C.
 747881 - S-H-CR - 88 (REV. 1-91)

First Photo from Front Camera

Second Photo from Front Camera

First Photo from Rear Camera

Close-Up of Driver

SECTION D

CITATION No.

IF YOU DID NOT OWN OR WERE NOT DRIVING THE VEHICLE AT THE TIME OF THE VIOLATION, PLEASE FILL OUT THE INFORMATION BELOW ON THE PERSON ACTUALLY DRIVING YOUR VEHICLE.

☒ CHECK ONE

☐ New Owner

☐ Identified Driver

Print Individual's Name: _____

Driver's License ID. No.: _____

Address _____

Issued In The State Of: _____

City, St. Zip _____

Date Of Birth: _____

DECLARATION

I CERTIFY THAT UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Date: _____

Signature: _____

Print Your Full Name: _____

Your Phone Number: _____

PLEASE DETACH THE COMPLETED SECTION D AND MAIL IT TO: TRAFFIC VIOLATION BUREAU, PO BOX 910474, SAN DIEGO, CA 92191

IMPORTANT - READ CAREFULLY VIOLATORS INSTRUCTIONS

WARNING: If you fail to appear in court as you have promised, you may be arrested and punished by 6 MONTHS IN JAIL AND/OR A \$1,000 FINE, regardless of the disposition of the original charge. (V.C. 40508). In addition, the Department of Motor Vehicles will WITHHOLD the issuance or renewal of your driver's license, and may revoke or suspend your driving privilege.

BAIL INFORMATION: The clerk of the court in which you have promised to appear can accept a deposit of bail to guarantee your appearance. For some offenses the court may accept the deposit by mail, and permit it to be forfeited, thereby releasing you of your duty to appear. Under V.C. 40503 a bail forfeiture is a conviction of the charged offense. Bail information is not available from the citing agency.

A courtesy notice may be mailed to the address shown on this citation within two weeks of the citation issue date. It will say whether a court appearance is mandatory or give the amount of the required deposit which may be forfeited. **IF YOU DO NOT RECEIVE SUCH NOTICE** you must mail a stamped, self-addressed envelope to the court (giving your citation number (including letters) and name of issuing agency, or appear on or before the indicated appearance date. Make checks or money orders payable to the Beverly Hills Court.

COURT APPEARANCES: Monday thru Friday 8:30 AM ONLY. Report to Clerk's Office, Room 300 (Clerk's Office hours: 8:30 AM TO 4:30 PM). For information call (310) 223-1384.

CONTINUANCES: One continuance may be obtained by contacting the Clerk, Room 300.

COLLECTIONS: Outstanding citations may be referred to collection resulting in additional expense, issuance of a warrant, a hold or suspension of your driver's license.

TRAFFIC SCHOOL: Permitted if you have no outstanding warrants or holds, have not attended traffic school in the past 18 months and have no more than one prior. Report to the Clerk's Office, rm. 300, for sign up.

JUVENILES: You must appear with a driver's license at the date and time indicated, accompanied by parent or guardian.

V.C. 40510(b) VIOLATIONS: Violations cited in accordance with this section of the Vehicle Code will be dismissed by the Court if **PROOF OF CORRECTION** is presented to the Court by mail or in person and fees paid, on or before the date of the promise to appear. (40522 V.C.)

Proof of correction should be obtained for driver's license, registration and equipment violations. **CORRECT EQUIPMENT VIOLATIONS IMMEDIATELY.**

PROOF OF CORRECTION:

(type of violation)	(Certified by)
Pollution control device	-Pollution Control Inspection/Inspection Station
Lights/Brakes/Steering	-Sheriff or certification
Registration/Drivers License	-DMV or Deputy Court Clerk or Sheriff

PROOF OF CORRECTION MUST BE DELIVERED TO THE COURT CLERK'S OFFICE ON OR BEFORE THE DUE DATE WITH FEES DUE.

CERTIFICATION BY	_____
SECTIONS CLEARED	_____
PERSON CLEARING	_____
SECTIONS CLEARED	_____
PERSON CLEARING	_____

SECCION D

CITACIÓN No.

SI USTED NO ES EL DUEÑO O NO ESTABA CONDUCIENDO EL VEHICULO A LA HORA DE LA INFRACCION, POR FAVOR SERVASE PROPORCIONAR LA INFORMACION CORRESPONDIENTE EN ESTA SECCION, CON LA INFORMACION DE LA PERSONA QUE EN ESTABA CONDUCIENDO SU VEHICULO.

☒ Marque Uno

☐ Nuevo Dueño

☐ Conductor Identificado

Escriba en letras de molde el nombre _____

No. de la licencia de conductor ID. _____

Expedido en el estado de _____

Fecha de nacimiento _____

Domicilio _____

Ciudad, Estado, Código Postal _____

DECLARACION

CERTIFICO BAJO PENA DE PERJURIO QUE LO QUE ANTECEDE ES LA VERDAD Y ESTA CORRECTO.

Fecha _____

Firma _____

Escriba su nombre en letras de molde _____

Su numero de teléfono _____

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DIVISION

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Proposal No. 8621-07-E-RFP

Revised Proposal Closing Date: May 24, 2007

@ 4:00 p.m.

Proposal for furnishing the City of San Diego with **Red Light Enforcement Program**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. The proposal closing date has been changed from May 17, 2007 to May 24, 2007 @ 4:00 p.m.
2. Delete the original page 4 and replace with the attached Addendum A page 4. (NOTE: Section I, paragraphs A, B and D have been changed.)
3. Delete the original page 5 and replace with the attached Addendum A page 5. (NOTE: Section I, paragraph items have been renumbered)
4. Delete the original pages 6, 8 and 9 and replace with the attached Addendum A pages 6, 8 and 9. (NOTE: Section II, paragraph items have been renumbered.)
5. Delete the original page 10 and replace with the attached Addendum A page 10. (NOTE: Section II, paragraph K has been changed.)
6. Delete the original pages 14-16 and replace with the attached Addendum A pages 14-16. (NOTE: Section III, paragraph items have been renumbered.)
7. Delete the original page 18 and replace with the attached Addendum A page 18. (NOTE: Section IV, paragraph B has been changed.)
8. Delete the original pages 19 and 20 and replace with the attached Addendum A pages 1 and 20. (NOTE: Section IV, paragraph items have been renumbered and item 4 has been changed.)
9. Delete the original page 22 and replace with the attached Addendum A page 22. (NOTE: Section IV, item 6 has been changed.)

10. Delete the original pages 24 and replace with the attached Addendum A page 24
(NOTE: Section IV, paragraph items have been renumbered.)
11. Delete the original page 25 and replace with the attached Addendum A page 25.
(NOTE: Section IV, paragraph items have been renumbered and item c has been changed.)
12. Delete the original pages 26-29 and replace with the attached Addendum A pages 26-29. NOTE: Section IV, paragraphs have been renumbered.)
13. Delete the original page 30 and replace with the attached Addendum A page 30.
(NOTE: Section IV, paragraph F has been deleted.)
14. Delete the original page 31 and replace with the attached Addendum A page 31.
NOTE: Section V, paragraph A has been changed.)
15. Delete the original page 33 and replace with the attached Addendum A page 33.
(NOTE: Section VI has been changed.)
16. Add a two (2) page "Questions and Answers".
(NOTE: The "Questions and Answers" is for informational purposes only and is not part of the contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Beverly Asbill-Gumbs
Procurement Specialist
(619) 236-5923

May 14, 2007



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.

1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 8621-07-E-RFP

REQUEST FOR PROPOSAL ADDENDUM A

Closing Date: May 24, 2007
@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with Red Light Enforcement Program

Timeline: As may be required for a period of three (3) years from date of award, with options to renew for two (2) additional one (1) year periods, in accordance with the attached specifications.

Company _____

Name _____
(PRINT OR TYPE)

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

E-Mail _____

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Proposal cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

BEVERLY ASBILL-GUMBS/muw, Procurement Specialist

Phone: (619) 236-5923

Fax: (619) 533-3225

E-mail: BAsbillGumbs@sandiego.gov

I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

In 1998, the City of San Diego (City) implemented the use of Red Light Photo Enforcement Program (RLPE) to improve the safety of pedestrians and motorists, and reduce the amount of serious injuries and fatalities caused by red light violations. **Currently there are** nine (9) intersections equipped with an automated red light photo system photographed approximately **2,900** potential violation events each month. Based upon the analyzed benefits of the current RLPE program, the City has determined that the program be continued. The City desires to operate a RLPE at a minimum of **fifteen (15)** sites. However, expansion plans for future years has not been determined at this time. With a goal to reduce violations, the City cannot currently commit or guarantee a specific number of intersections or volume of work.

Interested parties who have successfully demonstrated similar work for a city or public agency of similar size and scope are invited to submit a Response to this Request for Proposal (RFP).

B. SCOPE OF WORK

The new RLPE program will be required to be a “turnkey” operation, whereby the Proposer shall provide all necessary equipment **and associated software** with the RLPE program, all staff necessary to install, operate, and maintain the program as well as providing necessary services to the City. **The City will not take ownership of equipment and software. The successful Proposer** will process each photographed incident. Oversight will be provided by the San Diego Police Department and Engineering Department, which will also review each photographed incident and notify the successful Proposer when a violation requires the issuance of a citation. The specifications and requirements of the RLPE program are delineated in Section IV Specifications of this Request for Proposal (RFP).

C. OBJECTIVE

The objective of this RFP is to make an award to a qualified Proposer who can deliver a comprehensive RLPE program, which represents the best overall value to the City meeting the specifications and requirements of this RFP.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer

3. Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.
4. Approach: The left turn, straight and right turn lanes on one leg of an intersection is a single approach.

II. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposers who have received this Request for Proposal, (RFP) from a source other than the Procurement Specialist listed on the cover page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the RFP, or other communications, can be sent to them. Proposers who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than Monday, May 7, 2007. Such requests should contain the following: "QUESTIONS: 8621-07-E-RFP". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail Beverly Asbill-Gumbs at BAsbillgumbs@sandiego.gov. It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

C. SUBMISSION OF PROPOSALS

1. Proposals shall be:

- a. Submitted in the format set forth herein;
- b. Made in the official name of the firm or individual under which Proposer's business is conducted (including the official business address);
- c. Cover page of this RFP signed by a person duly authorized to commit successful Proposer to the contract;
- d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);
- e. Separated into Technical and Price Proposal Volumes; and
- f. Addressed to the Procurement Specialist identified on the cover page of this RFP.

G. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price Proposals. This separation allows for evaluation of technical Proposals on their technical merit only. Consequently, Proposers shall submit their Proposal in two (2) separately sealed volumes as specified below:

1. Volume I – Technical Proposal

a. Executive/Management Summary

The Executive/Management Summary shall contain a brief narrative or synopsis summary of how the Proposal meets the needs of the City incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP.

b. Section IV, Specifications

The information specified herein must be addressed in the technical Proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the RFP. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposers should also include any other information they feel may be of benefit to the City.

Proposers are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Proposer of responsibility to perform the contract.

Failure to provide the required responses and/or submittals with the Proposal may be cause for the Proposal to be rejected as non-responsive and unacceptable.

2. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page acknowledging any addenda. Failure to submit this signed document will result in rejection of the Proposal.

b. Price Proposal Pages

Proposers shall submit pricing Proposals on the City's Price Proposal pages, unless otherwise stated in this RFP.

c. Additional Submittals/Forms

1. Proposer's References (use form on page 34).
2. Proposer's Statement of Financial Responsibility as specified in Section II, paragraph (use form on page 36).
3. Proposer's Statement of Subcontractors (use form on page 37).
4. Certification Survey (use form on page 38).
5. Proposer Standards Questionnaire (use forms on pages 39-43).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Insurance requirements as specified in Section III, paragraph B.
2. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005.
3. Business Tax License as specified in Section III paragraph N, if not currently on file.

Failure to provide the required submittals upon provisional award, within the time period specified, may be cause for the provisional award to be voided and the Proposal to be rejected as non-responsive.

I. EVALUATION COMMITTEE

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of other individuals appointed by the Purchasing Agent.

J. ACCEPTABILITY OF PROPOSALS

The Procurement Specialist shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Procurement Specialist shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Specialist may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Procurement Specialist may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Procurement Specialist may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Procurement Specialist may reject in whole or in part any and all Proposals if such is in the City's interest.

K. TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) shall conduct its evaluation of the technical merit of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified Proposal on technical merit.

The criteria that will be used by the Technical Evaluation Committee for the technical evaluation of Proposals for this procurement listed below are equal.

- 1. Qualifications and Experience**
- 2. Past performance as indicated by references; and**
- 3. Executive/Management Summary and Specifications;**
- 4. Optional Interview and establishment of Rapport with Key Personnel**

The Committee may request additional technical assistance from any source. References shall be used during the evaluation process.

The following coverage shall be required:

1. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least two million dollars (\$2,000,000.) per occurrence and two million dollars (\$2,000,000.) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the City. In addition, the City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
2. Automobile Liability coverage with limits of at least one million dollars per occurrence, combined single limit (\$1,000,000.00 CSL) for owned, non-owned and hired vehicles ("any auto"). The City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement unless the coverage is written on a standard ISO CA 00-01 policy in which case, no separate endorsement is required although the additional insured status must be noted on the certificate.
3. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.

C. PERFORMANCE BOND

Any deductibles or self-insured retentions are the sole responsibility of the Proposer and any deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000.) shall be disclosed to and acceptable to the City.

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

D. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference.

The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this Proposal.

E. QUANTITIES

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

F. INDEPENDENT CONTRACTOR

It is understood and agreed that the Proposer is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the successful Proposer. If the successful Proposer employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Subcontractors of the successful Proposer, and the successful Proposer bears full responsibility for compensating those persons.

G. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of Purchasing.

H. DELAYS AND EXTENSIONS OF TIME

1. The successful Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

2. Time extensions will be granted only for excusable delays that arise from *unforeseeable causes beyond the control and without the fault or negligence of the successful Proposer*, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the successful Proposer or the Subcontractors or suppliers.

I. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the successful Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

J. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule periodic meetings during the term of the contract to discuss Proposer's performance. This meeting, should it be required, shall be scheduled at the City's request anytime during the term of the Contract. At this meeting, the City will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

K. INSPECTION, ACCEPTANCE, AND PAYMENT

The City's Contract Administrator(s) or designee(s) shall inspect the work to determine if the specifications have been provided in accordance with the Contract. The City reserves the right to determine acceptability. The City shall tie payment of invoices to the deliverables and will authorize payment after the City's acceptance.

L. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer. Pricing for the post award kick-off meeting shall be included in Section V.

IV. SPECIFICATIONS

A. BACKGROUND

The specifications and requirements detailed herein describe a System involving Camera Units and System Equipment, maintenance and servicing, film collection/processing, image retrieval, image analysis, Notice to Appear processing, and interface with the San Diego County Court ("Court"), San Diego Police Department ("SDPD"), and San Diego Transportation Engineering Department ("Engineering"). The System is intended to provide for the photographing and citing of vehicles entering an intersection after the beginning of the red signal phase. Engineering shall oversee this System at all enforced intersections as specified herein and for future requirements. Proposer shall provide administrative support services and work with Engineering, SDPD, the Court, and all interested City departments and other agencies in the administration, operation, design and construction of this System.

B. REQUIREMENTS AND DELIVERABLES

Proposer's must provide their RLPE program in accordance with the statutory requirements of the California Vehicle Code (CVC) Sections: 21453, 21455.5, 21455.6, 21455.7, 40518, 40520, and 210 and any future requirements required by law in order to meet the legal mandate for an automated photo red light program.

Proposer shall provide the equipment and services specified below, which is representative of the current operating system relative to functional characteristics and performance standards. The current system is automated and utilizes a **front and rear facing** camera/computer, digital video recorder, and inductive loops installed in the roadway prior to the violation point.

SDPD will develop uniform guidelines for screening and issuing violations and for the processing and storage of confidential information and establish procedures to ensure compliance with the guidelines. These guidelines will be included in an Operational Agreement between the City and the Proposer.

Proposer's are not precluded by this RFP from developing new strategies to enhance any portion of the City's existing automated red light photo enforcement program. It is the responsibility of the Proposer to thoroughly explain how its solutions and strategies meet the needs of the City, or offers an acceptable alternative to the services described herein. However, alternate proposals shall be in accordance with the City of San Diego, Purchasing and Contracting, General Provisions for proposals dated 01/18/05, Section C6 - Alternate Proposals.

Proposals shall include a plan to provide state of the art technology and equipment as it becomes available, including industry enhancements or upgrades.

1. Cameras

- a. Provide front and rear facing cameras at each intersection approach selected by the SDPD and Engineering. The cameras must be capable of taking high resolution color photographs, color digital or video images that clearly depict the vehicle license plate, driver of the vehicle, and the color of the traffic signal light. Each color photograph must display the imprinted violation date, time of day, amber and red signal phases, violator's traffic lane of travel, and the elapsed time between each photographed frame after the traffic signal light has changed to red. In addition, each photo shall have a print date and identify the person printing the photo. The cameras must be housed in a weatherproof, bullet and vandalism resistant National Electrical Manufacturer's Association enclosure.
- b. The camera system must take at least one flash color photograph, color digital or video image from the rear of the violator vehicle, and one from the front after the violator vehicle actuates the inductive loops, electronic detectors, or detection device. The inductive loops, electronic detectors, or detection device must be designed to identify any vehicle entering the intersection at a variable time beginning at 0.1 second after the red signal phase has begun. The camera system will be required to take a second color photograph, color digital or video image from the rear of the violator vehicle, and one of the front of the vehicle as it proceeds through the intersection against the red traffic signal.
- c. There shall be a minimum nine (9) second video image of the violation showing the vehicle proceeding through the intersection.

2. Communication

- a. The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Proposer.
- b. All electrical connections with City traffic signal equipment and systems are limited to intersection signal outputs and must be optically or otherwise isolated.
- c. The Proposer's system may have a separate point of service for power. Proposer shall provide a separate circuit breaker should this power originate from the same disconnect as the traffic signal.

3. Data Security

- a. All System data subject to electronic transmission communication shall be transmitted via a secure, tamperproof system. The data must also be encrypted prior to transmission. At a minimum the data must be pre-encrypted using the triple-DES (Digital Encryption Standard) encryption algorithm. The techniques used to encrypt and secure System data shall at all times be subject to City approval. Substitution of encryption algorithms must be approved by the City Engineer prior to deployment.
- b. Any loss of citation data resulting from a failure to properly secure System data communications shall be Provider's sole responsibility and subject to applicable liquidated damages at a minimum of one thousand dollars (\$1,000.) for each captured violation.

4. Detection System

The Proposer shall provide and install the vehicle detector loops, electronic detectors, or detection devices, conduits, pull boxes, and electrical power to the equipment.

All wiring connections to the traffic signal controllers will be installed by the Proposer under the supervision of City personnel.

At those locations where the placement of red light photo equipment cannot be installed without interfering with existing City traffic signal vehicle detection loops, Proposer will provide, at its expense, video detection equipment for any City detection loops that are removed or made otherwise inoperable.

5. System Operation

- a. Proposer shall provide a toll free number support for troubleshooting both software and hardware. Proposer shall have staff available for emergency contact twenty-four (24) hours a day/ seven (7) days a week.
- b. Color digital or video images must be downloaded daily. The system will be inspected by Proposer on site or remotely on a daily basis to verify that it is in proper working order. Proposer shall conduct on-site testing of the system, along with City staff, not less than once each month.

2. The violating vehicle must be in a position prior to the limit line in the first front photograph. The second front photograph of the vehicle must clearly capture an image of the driver for identification.
3. The signal light indication must be in the red phase and visible in the first rearview photograph. The violating vehicle must be in a position prior to the limit line in the first rearview photograph.
4. A clear image of the license plate must be visible in one of the photographs.
5. The system shall provide images for multiple red light violators in a single traffic signal cycle.
6. A minimum **nine (9)** second digital video file of each red light violation, capable of identifying vehicles traveling through the intersection during the red light phase. The video shall capture a view of the traffic signal from the direction in which the driver is approaching.
7. All images shall include a data line with the following information imprinted upon the image, but not in obstruction of violation images:
 - a. Day, month, and year of the alleged violation.
 - b. Time of alleged violation (hh:mm:ss).
 - c. Speed of the vehicle photographed.
 - d. Traffic signal phase.
 - e. Elapsed time since onset of red light.
 - f. Direction of travel of photographed vehicle.
 - g. Identification of operator processing the image.
 - h. Information identifying the location.
 - i. Frame sequence number.
8. Proposer shall provide an audit trail of all unusable and unattainable images with documentation regarding why the photograph was unusable and/or why a citation was not generated.

- m. The Proposer must provide a monthly report for each location where cameras are installed (see data that must be incorporated in the report on page 44).
- n. The Proposer shall meet with the SDPD and Engineering at least once a week in San Diego to evaluate progress, determine that deadlines are met and to discuss operational issues.
- o. Proposer shall provide parts and service. Proposer shall provide technician support readily available and capable of responding to unit repair and programming within twenty-four (24) hours.
- p. The City will conduct periodic inspections of the Proposer's processing site. These inspections will be at a minimum of every month. If Proposer's processing site is outside of San Diego County, the City shall be reimbursed for reasonable travel expenses incurred for all inspections. Inspections may include up to two (2) City staff members.

6. Standards of Performance

- a. The primary objective of the System is the reduction of collisions at signalized intersections resulting from red light violations.
- b. To meet the primary objective, this automated enforcement System is designed to monitor and enforce the red light violations at each enforced intersection approach by automatically capturing enough information about each violation to issue, enforce, and adjudicate a lawful citation.
- c. Both parties acknowledge that enforceable citations may not be issued for all violations that may occur at each enforced intersection approach due to a variety of controllable and uncontrollable factors.
- d. Each month, the City Program Manager shall meet at a City facility, with the Proposer's Project Manager to review the System's performance. The Proposer shall explain variances on the System's performance status with respect to the established performance guarantees for the month. If your performance is not consistent with the expected performance guarantee, the Proposer's Project Manager shall determine the causes and establish an action plan to improve System performance for the coming month to meet the performance guarantees.

7. Performance Guarantee

- a. The Proposer will guarantee for all locations that, on a monthly basis, eighty percent (80%) of photos capturing red light violations, (but not including those rejected for uncontrollable factors), must be clear and identifiable, and therefore of a quality that the SDPD can approve as sufficient for submission as evident in citation proceedings. For each percentage point, less than eighty percent (80%), by which the photos are not of the aforementioned quality, the City shall be credited with one percent (1%) of the total monthly fees. For any one intersection; if more than fifty percent (50%) of the photos are rejected due to controllable factors, City shall not be obligated to pay the monthly fee for that intersection. The thirty (30) day warning period is subject to the performance guarantee. City reserves the right to conduct a quarterly audit of ALL photos taken at each intersection in order to assess the performance and effectiveness of Proposer equipment according to the standards mentioned above, and subject to the conditions and credits described in this section.
- b. If and to the extent that an installed approach is not capable of detecting violations for more than forty-eight (48) hours, not caused by City, Proposer will allow a credit against the monthly fee for such installed approach for that month equal to: such installed approach's monthly fee multiplied by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction, divided by ten (10). For the purposes of this section, "day" shall mean any period of twenty-four (24) hours. Nothing in this section shall limit any other rights and remedies available to the City as discussed in this RFP.
- c. **Proposer shall provide a credit against the monthly fee equal to the loss of revenue to the City if either of the following occurs:** a) If Proposer fails to provide the completed notice of violation containing all color photographs within five (5) **calendar** days following retrieval of the images to the SDPD or b) fails to mail out the violation notice within fifteen (15) **calendar** days of the violation.
- d. The City and the Proposer agree that as reasonable damages for each Notice to Appear not mailed by Proposer within the time period set forth in the California Vehicle Code and for every Notice to Appear mailed to the registered owner without the final approval and signature of the Police, Proposer shall pay the City equal to the loss of revenue the City receives for a violation.

8. Technical Upgrades

As Contractor develops and offers new products or upgrades of existing products, the Contractor will give the City the opportunity to upgrade to the newest product offerings. On or about each anniversary of Contract certification, Contractor will provide a written report to the City's Program Manager detailing upgrades in technology and their possible applicability to the City's System. The Contractor will not implement technology upgrades without the specific approval of the City. Requests to employ technical upgrades shall be made in writing.

9. Warning Signs

- a. Proposer shall be responsible for the installation of warning signs at photo enforced intersections.
- b. Warning signs must be placed in advance on all approaches of photo-enforce intersections and at the photo-enforced intersection for all directions, as approved by the City.
- c. Warning signs must be clearly visible and compliant with the Manual on Uniform Traffic Control Devices (MUTCD).
- d. Maintenance of the warning signs shall be the sole responsibility of the Proposer, and must be in compliance with existing City Codes governing such signs. (<http://www.sandiego.gov/engineering-cip/pdf/contents.pdf>)

10. Plans and Permits

- a. The Proposer shall be responsible for submitting any plans as specified by City Code, obtain all necessary permits, and pay all fees.
- b. Installation shall be done under the supervision of City field inspector.
- c. Installation must conform to all local, state and federal guidelines and are performed in accordance with all current professional standards.
- d. All Construction Design Plans must be prepared by a California Registered Civil or Electrical Engineer, and shall be subject to the City's plan check, permitting, and inspection procedures.

11. As-Built Plans

- a. As-Built plans shall be prepared and approved by a civil or electrical engineering firm licensed by the State of California for all System intersections as part of this Agreement. It shall be the Proposer's responsibility to ensure that each As-Built plan for each System intersection is properly prepared and maintained to accurately reflect any and all subsequent modifications, upgrades or adjustments. Any subsequent modification, upgrade, or adjustment to any System intersection must be reflected in the corresponding As-Built plan and indicated as such, with the revised plan dated and stamped by the Engineer in charge of such modification.
- b. Up to date As-Built plans shall be maintained at both the Proposer's office and City Engineering offices.
- c. At those intersections where two sets of loops (i.e., one set for traffic control and one set for photo enforcement) are in place making it difficult to determine with certainty which set of loops are currently operational for the photo enforcement system, all As-Built drawings shall be maintained or updated as needed so that the System's operational loops can be readily identified. Abandoned loops must be intentionally cut on two sides so that it is clear that the loops have been abandoned as well as to eliminate any possibility of loop to loop crosstalk.

12. Restoration of Intersections

All equipment owned and provided by Proposer or any of its subcontractors, including but not limited to cameras, poles, housing cabinets, signs, and computer workstations, will be removed by Proposer in the event of termination or at the end of the contract period. All equipment owned and installed by the City shall likewise remain in the City's possession and ownership shall remain with the City.

Upon termination or expiration of the Contract, Proposer shall restore the affected public facilities, including returning the intersections to their original condition; provided, however that Proposer shall not be required to remove any of the following, which if not removed shall become the property of the City upon termination: conduits, in-ground fixtures, underground wiring, or other infrastructure that will require excavation. All costs incurred by Proposer thereby will be the responsibility of Proposer.

13. Public Relations, Community Awareness, and Internet Customer Service

Proposer shall assist the City with a Public Awareness Program beginning at least thirty (30) days prior to the issuance of citations at each new location. Such assistance shall include the services as follows:

1. At the City's option, the Proposer shall prepare a series of press releases informing the local media and the public about the installation of the red light cameras, the benefits of red light cameras, and the results of the installation. In coordination with the City, Proposer shall also arrange at least one (1) press conference each year featuring City Police Officers.
2. The Proposer shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, general information to the alleged violators regarding the System, and information regarding the status of a specific Citation. City shall review all information contained and provided by the internet site prior to the Proposer's implementation. The internet site shall be operational within sixty (60) days following notification to Proposer of notice to proceed.

C. TRAINING

Upon request by the SDPD and Engineering, the Proposer shall provide training to City personnel assigned to the automated red light photo program. The training must provide an overview of all aspects of the automated program, including the technical information necessary to testify in court. In addition to initial training, annual refresher training (continuing education) shall be provided, including, but not limited to, emphasis on particular areas of the City's choice. Training shall be conducted within the City at a site that is convenient for City personnel. Class size for the initial training may be up to a maximum of twenty (20) trainees. Periodic refresher training may be up to a maximum of ten (10) trainees. The Proposer will assume all costs for training up front annually if needed.

D. QUALIFICATION AND EXPERIENCE

Proposers must also demonstrate that they are qualified to perform the work as specified in this RFP. Proposals will only be considered from entities that have provided automated red light photo equipment and services to a public agency for a period of no less than one (1) year within the past five (5) years. This will enable the City to judge the Proposer's reliability, performance, and other information.

To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the Proposer, the following information must be included with the technical proposal:

1. Proposer shall provide a company/corporate organizational chart and staffing profile including sub-contractor if applicable. The staffing profile shall include the leadership of the project team, the accountability of the Project Manager/Lead, the lines of authority and the identification of the day-to-day staff indicating by a percentage (%) as to whether they will be fully or partially assigned and dedicated to the Project. Less than full time dedication or one hundred percent (100%) of any members of the project team shall be explained.
2. Proposer shall provide background, knowledge, resumes, experience dealing with similar projects and years of tenure for key personnel who will be assigned and dedicated to the City's account. Project team personnel shall be assigned and dedicated to the City's account and shall not be substituted or replaced during the term of the contract without the written acceptance of the City.
3. Proposer shall provide the names and contact information including e-mail addresses of the key personnel assigned and dedicated to the City's account.
4. Proposer shall provide a dedicated Project Manager/Lead (key personnel) who has a minimum of five (5) years prior experience in accounts of similar type, size, and scope.
5. Proposer shall clearly define what responsibilities the dedicated Project Manager/Lead project team member(s) and key personnel will be charged with relative to this project.
6. The dedicated Project Manager/Lead shall be accessible, at the minimum, by e-mail and local telephone numbers with an area code of 619, 858, or 760, or a toll free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time excluding the most recently published City holidays as specified on the City's internet site www.sandiego.gov.
7. Proposer's Statement of Subcontractors (use form on page 37)

E. REFERENCES

Proposers are required to provide a minimum of five (5) references to demonstrate successful performance for work of similar size and scope to the City of San Diego as specified in this RFP during the past three (3) years. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this contract. This will enable the City to judge product reliability, Vendor performance, and other information.

F. **DELETED**

G. **PROPOSER'S IMPLEMENTATION PLAN**

The City's goal is to have no interruption in service between contracts (existing and new) with the acceptance of the incumbent Contractor. Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Proposer intends to provide the work plan with specified deliverables as previously specified. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

H. **REQUIRED REPORTS**

Proposers shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) **calendar** days of the date on which the report is due, such failure shall be deemed a material breach of Contract that may, at the City's option, result in termination of the Contract.

V. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES – INSTRUCTIONS

Proposers shall submit their proposal for pricing on the following City's Price Proposal pages. Using the enclosed Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted with the exception of pricing for optional consulting services. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable. The fixed monthly fee shall be inclusive of all costs associated with providing the operation of each RLPE site as specified in this RFP. No other charges will be considered.

Proposers may provide attachment worksheets, which include a breakdown of labor hours and other rationale used in determining their pricing. However price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed.

Price evaluation shall be based on **the following hypothetical situation:** the fixed monthly fee for installation and operation of the initial twelve (12) **RLC sites, plus the monthly fee for installation and operation of three (3) additional RLC sites plus the relocation of one (1) existing RLC site.**

B. OPTION TO RENEW

The contract is for the period of three (3) years from date of award with options to renew for two (2) additional one (1) year periods under the terms and conditions of the current contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Proposer an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Proposer shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____%

Failure to submit or complete the price increase section above will be construed to mean that prices originally proposed will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

VI. PRICING PAGE

Fixed Monthly Fee for installation and operation of initial 12 **RLC** approach sites \$ _____

Fixed Monthly Fee for installation and operation of an additional **RLC** approach site \$ _____ per month.

Price to relocate **one (1)** existing **RLC** approach site \$ _____

Payments will be made to the successful Proposer monthly in arrears.

Proposal No. 8621-07-E-RFP
Questions and Answers

Please note that the questions and answers are for informational purposes only and are not part of the contract.

Question 1

Page 14 of 48. In Section C, Performance Bond, in regard to the bond amount, would the City consider basing the bond amount on a percentage of the annual contract value versus the full contract price?

Answer 1

No.

Question 2

Page 14 of 48. In Section C, Performance Bond, would that City consider increasing the number of days to submit a performance bond to Purchasing from ten (10) days to fifteen (15) days?

Answer 2

No.

Question 3

Page 19 of 48. In section B, Communications, the first paragraph states that the Proposer must provide its own power ("The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Proposer"). However, the third paragraph states that the Proposer's system may have a separate point of service for power ("The Proposer's system may have a separate point of service for power. Proposer shall provide a separate circuit breaker should this power originate from the same disconnect as the traffic signal"). Would the City please verify the requirement? Should the Proposer provide its own power?

Answer 3

Proposer is responsible for arranging power connection. If Proposer will use the same power source as the traffic signal, Proposer shall provide a separate circuit breaker.

Question 4

Page 19, Section A.c. "Cameras": Calls out for a "minimum nine second video image of the violation" while Page 22, Section I.6 calls out for "A minimum 12 second digital video".

Will the vendor be required to meet the requirement for the 12 second video since it is the more stringent of the two references to the technical requirements for digital video?

Answer 4

Length of video – Addendum change has addressed the conflict of RFP. The requirement is for nine second video.

Proposal No. 8621-07-E-RFP
Questions and Answers

Please note that the questions and answers are for informational purposes only and are not part of the contract.

Question 5

Page 21, Ex.: States that the "Proposer shall inspect the equipment and functionality of the system as a whole and individually at each of the system intersections when collecting film, but not less than weekly for digitally enforced locations". This section references "collecting film" which is a requirement specific to a wet film system. Other sections of the RFP reference digital technology. The state-of-the-art technology in use today for photo enforcement applications is digital (digital cameras and video).

Please clarify the reference to "collecting film"

Answer 5

To clarify, Addendum has changed the sentence on page 21 to read: "Proposer shall inspect the equipment and functionality of the system as a whole and individually at each of the system intersections *not less than weekly for enforced locations.*"

Question 6

Page 23, Section 8.k: States a requirement for "a certificate of mailing from the U.S. Postal Service indicating the citation was mailed within 11 days of the violation, and an affidavit by the Proposer that outlines the duties performed throughout the entire processing of the violation". Other courts in the state accept an affidavit from the vendor that attests to the fact that the citation was mailed within the required time frame.

If approved by the Court, will the City of San Diego accept an affidavit from the vendor attesting to the date the citation was mailed which meets the requirements defined by the vehicle code.

Answer 6

No. A certificate of mailing will be required as stated in the RFP.

Question 7

Page 29, Section E: The vendor is asked in this section to provide five references.

Due to the unique requirements of operating a photo enforcement program in the state (i.e. specific requirements contained in the California Vehicle Code, including the mandate to capture an image of the driver), does the City prefer/require that only references for systems operational in the State of California be provided by the Vendor?

Answer 7

The City prefers that references be provided for systems operating in the State of California, however, this is not required.



American Traffic Solutions

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May 24, 2007

Ms. Beverly Asbill-Gumbs
Procurement Specialist
City of San Diego
Purchasing and Contracting Department
1200 Third Avenue, Suite 200
San Diego, California 92101-4195

Re: Request for Proposal No. 8621-07-E-RFP – Red Light Photo Enforcement Program

Dear Ms. Asbill-Gumbs and Members of the Selection Committee:

American Traffic Solutions, Inc. (ATS) is pleased to present our proposal in response to the City of San Diego's Request for Proposals for its Red Light Photo Enforcement Program. **We are excited about the opportunity to present our proposal, which includes an unmatched end-to-end, turnkey solution leveraging a combination of people, advanced technology and proven skills required to exceed your requirements for a successful program in San Diego.**

Project Understanding

American Traffic Solutions understands that the City desires to deploy red light camera equipment to improve traffic safety. ATS meets or exceeds all of your requirements and also guarantees total program revenue neutrality including the City's costs. ATS will also offer to repurchase the existing Gatsometer equipment from the City as part of our price offer.

Key Project Issues

We share your goal to reduce red light running violations, resulting collisions and injuries and to increase public safety in the City of San Diego. Our photo enforcement and traffic safety programs incorporate highly effective people, efficient processes and advanced detection and imaging technology which are guaranteed to produce outstanding results and in turn will be recognized and supported by the people who live and drive in San Diego.

ATS is aware that there are companies that have been in California longer and have more California cities, but the test of a chosen vendor should not be volume. The test should be whether the selected vendor has the experience needed to navigate California rules, a robust and proven technology, and a capable back end processing service. ATS meets all of these tests and also offers a lower priced service. Since ATS introduced its suite of new technologies just over two years ago, the ATS system has been the program of choice by over 65% of all RFP's in the U.S., including the largest and most competitive cities: Seattle; Houston; Phoenix; Scottsdale, AZ; Washington, D.C.; and St. Louis.

Experience Transitioning Existing ACS/Gatsometer Programs

ATS has the technical knowledge and experience to support Gatsometer red light cameras and to transition these cameras from one vendor to ATS. ATS successfully transitioned ACS/Gatsometer red light camera programs in Mesa, Arizona; Phoenix, Arizona; Washington, D.C. and Anne Arundel County, Maryland.



Professional Focus

American Traffic Solutions is a high technology and service company focused exclusively on the photo traffic safety business sector. Our core professional focus, for more than a decade, is the provision of automated photo traffic enforcement systems and operational services for law enforcement and toll roads. As such, the solution requested by the City precisely matches our customized offering. Our extensive development, delivery and operational experience includes many of the largest and most complex automated traffic enforcement and violation processing systems in the United States, yet cost effective to be implemented in small cities that want to increase traffic safety in their communities.

History in Red Light Camera Industry

ATS is a pioneer in the development of advanced, American-made traffic camera technology, back-office violation processing systems, and the delivery and operation of turnkey automated traffic safety and enforcement programs. Our staff and proposed team members have been hand selected based on skill and industry experience. Many of the members who will be dedicated to the San Diego program bring more than 15 years of direct personal experience in automated photo traffic enforcement. We invest heavily in people, as well as research and development of leading-edge vehicle detection, photo electronic imaging and information technologies.

American Traffic Solutions is a U.S. corporation that owns and manufactures all of the key, proprietary intellectual property required to deliver, operate and expand a successful program in San Diego, California. All of the ATS equipment and software are developed and made in the United States.

Our experience and track record includes implementation and operation of similar programs like yours as well as large, complex and highly visible programs, including Red Light Camera Programs for the City of Philadelphia, City of Seattle, City of St. Louis and New York City, which has been operated continuously for more than 10 years. **Additionally, we are providing several programs in California including Cathedral City, Capitola, Covina and Millbrae, and begun implementation with South San Francisco. The Millbrae expansion and South San Francisco locations are all CalTrans sites.**

Project Team

ATS' project team will be led by a **California-based** Project Manager, Ray Pedrosa. Mr. Pedrosa has 10 years of photo enforcement experience. He managed programs for clients as diverse as the City of Los Angeles; County of Los Angeles; Greenwood Village, CO; Cathedral City, CA; Covina, CA and Capitola, CA.

Authorized Representative

The authorized representative for this project is Mr. Bill Kroske, PhD, Vice President of Business Development. He can be reached at:

Email: bill.kroske@atsol.com Phone (480) 895-1211 Fax: (480) 607-0901
Address: 14861 N. Scottsdale Road, Suite 109, Scottsdale AZ 85254



Letter to Ms. Asbill-Gumbs
May 24, 2007
Page 3

We thank you for the opportunity to submit this proposal. We are confident in our business, our people, our technology and our proven program management disciplines; and we come armed with an impressive, best-of-breed professional team who bring relevant and fresh ideas and proven solutions based on successfully serving clients throughout the United States and the World. We are enthusiastic about the opportunity to deliver a solution that will *Focus on Safety in San Diego!*

Sincerely,

American Traffic Solutions, Inc.

A handwritten signature in black ink, appearing to read 'J. Tuton', is written over the printed name.

James Tuton
President



THE CITY OF SAN DIEGO

Red Light Photo Enforcement Program

Volume I – Technical Proposal

Response to:

RFP No. 8621-07-E-RFP

May 24, 2007



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Proprietary and Confidential Information

The information contained in this document is Confidential Information of American Traffic Solutions, Inc., and is disclosed in response to the City's Request for Proposal for Red Light Photo Enforcement Program.



TABLE OF CONTENTS

Executive Summary	5
1. Cameras	8
1.a Red Light Camera System	8
1.a.1. Single Camera Solution	8
1.a.2. Robust Design	9
1.a.3. Use of a Single Camera for License Plate Imaging	9
1.a.4. Plate Blocker Defense System	12
1.a.5. Image Capture	14
1.a.6. Multiple Lane Violation Detection	15
1.a.7. Dual Face Camera Control	16
1.a.8. Multiple Frontal Image Capture	17
1.a.9. Violation Data Captured and Data Bar	19
1.a.10. Smaller and More Attractive Camera Installation	20
1.a.11. Equipment List	29
1.a.12. Use of Existing Housing and Poles	31
1.a.12.a. Existing Housing Units	31
1.a.12.b. Existing Poles	31
1.b Sample Violation Images	31
1.c Video System	35
1.c.1. Live Traffic Monitoring Capability	36
2. Communication	37
2.a Utilities	37
2.b Optical Isolation	37
2.c Separate Point of Service for Power	37
3. Data Security	38
3.a Secure Electronic Transmission	38
3.a.1. Chain of Custody	38
3.a.2. Secure Data Transmission	38
3.a.3. Enhanced Two-Factor Authentication for Superior Data Security	38
3.b Loss of Data	39
4. Detection System	40
4.a Detection Technologies	40
4.a.1. Inductive Loop Detection System	40
4.a.2. Optional Piezoelectric Detection System	40



Red Light Photo Enforcement Program

4.a.3.	Optional Non-Invasive Detection	40
4.b	Wiring Connections	41
4.c	Interference with Existing City Traffic Signal Detection Loops	41
5.	System Operation	42
5.a	Toll-free Number	42
5.b	Downloading of Images and System Inspections	42
5.b.1.	Hourly Downloading of Violation Images	42
5.b.2.	Automated Maintenance Online Monitoring System - AMOMS	42
5.b.3.	On-Site Testing	43
5.c	System Support and Service Response Levels	43
5.c.1.	Proactive Maintenance	44
5.c.2.	Field Staff Monitoring Best Practices	44
5.d	Repair or Replacement of Equipment	45
5.e	Citation Form	45
5.f	Citation Processing System	47
5.f.1.	Violation Loading and Image Cropping	48
5.f.2.	Plate Entry	49
5.f.3.	Motor Vehicle Registration Data Acquisition / NLETS Certified	49
5.f.4.	Type Selection	50
5.f.5.	Final Review	50
5.f.6.	Police Review	51
5.g	Violation Information	60
5.g.1.	Enlarging Images for Court Proceedings	61
5.g.2.	"A" and "B" Shot	61
5.g.3.	Front Shot	63
5.g.4.	Clearly Visible Red Light	65
5.g.5.	Clear Image of the License Plate	66
5.g.6.	Multiple Violation Detection	66
5.g.7.	Digital Video File	66
5.g.8.	Data Line	66
5.g.9.	Audit Trail	68
5.h	Computers for Police Department and Court	68
5.i	Citation Processing after Police Approval	69
5.i.1.	Court Support	69
5.i.2.	Citation Creation and Mailing	69
5.i.3.	"Bad Address" Notification	69
5.j	Image Requests by the City	70



Red Light Photo Enforcement Program

5.k	Court Case Package.....	70
5.l	Expert Witness Testimony and Court Training	70
5.l.1.	Expert Witness Testimony.....	70
5.l.2.	Court Training Course	71
5.m	Monthly Reports	71
5.n	Regular Progress Meetings	71
5.o	Repair and Service	71
5.p	Monthly Processing Site Inspections	71
6.	Standards of Performance.....	73
6.a	City's Primary Objective.....	73
6.b	Automatic Capture of Violations	73
6.c	Citation Issuance	73
6.d	Monthly Performance Review.....	73
7.	Performance Guarantee.....	74
7.a	Guaranteed Citation Issuance Rates.....	74
7.b	Penalty for Approaches Not Capable of Violation Detection	74
7.c	Penalty for Late Notices.....	74
7.d	Penalty for Failure to Mail Notice in Timely Manner or to Obtain Approval from Police.....	75
8.	Technical Upgrades	76
9.	Warning Signs	77
9.a	Vendor Responsible for Warning Sign Installation	77
9.b	Placement of Warning Signs	77
9.c	Visible and Compliant Signs	77
9.d	Sign Maintenance	77
10.	Plans and Permits	78
10.a	Plans, Permits and Fees.....	78
10.b	City-Supervised Installation	78
10.c	Installation in Conformance with Local, State and Federal Guidelines	79
10.d	Design Plans By California-Registered Engineer	79
11.	As-Built Plans.....	80
11.a	As-Built Plans Prepared By California-Registered Engineer.....	80
11.b	Storage of As-Built Plans	80
11.c	Identification of Photo Enforcement Loops	80
12.	Restoration of Intersections.....	81
12.a	Removal of Equipment at End of Contract	81
12.b	Restoration of Public Facilities.....	81



Red Light Photo Enforcement Program

13. Public Relations, Community Awareness and Internet Customer Service	82
13.a Contract Deliverables.....	82
13.b Violator Web Review of Violation.....	83
13.b.1. Website Security.....	85
14. Training.....	87
14.a Camera Technology Course.....	87
14.b Violation Processing Course.....	87
14.c Court Training Course.....	87
15. Qualifications and Experience	88
15.a Project Organizational Chart and Staffing Profile	88
15.a.1. Organizational Chart.....	88
15.a.2. Dedication to Project	89
15.b Key Personnel Resumes	89
15.b.1.a. Resume for Mr. Ray Pedrosa, Project Manager.....	89
15.b.1.b. Resume for Mr. Adam E. Tuton, Project Executive.....	91
15.b.1.c. Resume for Mr. Tim Souder, Construction and Implementation Manager 92	
15.b.1.d. Resume for Mr. Joe Peters, VP-Field Operations	92
15.b.1.e. Resume for Ms. Korey Hinz, Director of Operations	93
15.b.1.f. Resume for Ms. Cindy Bigelow, Account Representative	93
15.b.1.g. Resume for Ms. Diana Phillips, Director of Client Services.....	93
15.b.1.h. Resume for Ms. Sherri Teille, Marketing Manager.....	94
15.b.1.i. Resume for Ms. Ellen Pence, Public Relations and Community Outreach 94	
15.c Names and Contact Information	95
15.d Project Manager's Experience	95
15.e Responsibilities of Each Team Member	95
15.f Client and Vendor Contact.....	96
15.g Proposer's Statement of Subcontractors	96
16. References.....	98
17. Proposer's Implementation Plan.....	100
17.a Transitional Implementation Timeline	100
18. Required Reports	101
19. Exceptions.....	102



Executive Summary

American Traffic Solutions, Inc. (ATS) is pleased to present our proposal in response to the City's RFP for a turnkey Red Light Photo Enforcement Program (RLPE). We are enthusiastic about the opportunity to present our proposal, which includes an unmatched, end-to-end solution leveraging a combination of local businesses, local people, advanced technology and the proven skills required to exceed your requirements for a successful red light camera safety program in San Diego.

We share your vision and your goal to increase public safety in San Diego by dramatically reducing red light running and the resulting collisions, injuries and fatalities. Our photo enforcement and traffic safety programs leverage highly effective people, efficient processes, and advanced detection and imaging technology which are guaranteed to produce outstanding results which will be recognized and supported by the people who live and drive in the City of San Diego.

In the following pages we have documented why we believe ATS is the best vendor to operate San Diego's red light photo enforcement program.

- We understand that the City wishes to continue their current RLPE, and we are prepared to upgrade the City's existing system with our digital red light camera system at a minimum of 15 sites.
- ATS will buy back the existing cameras and replace them with state of the art Axis RLC-300 cameras.
- ATS has successfully transitioned red light camera programs from your current vendor in Washington, D.C.; Mesa, AZ; Phoenix, AZ and Anne Arundel County, MD.

Red Light Camera System

- The industry's highest resolution cameras with **12.4 megapixels per camera**. The super-high resolution units capture crystal clear, crisp images even during periods of inclement weather. All cameras are mounted in a single enclosure and on a single structure.
- Eliminates the need for additional, separate "lane" cameras offered by other vendors and previously required for close-up license plate images. The ATS system produces two high-resolution images from the rear of the vehicle and one (or more) high resolution image(s) from the front of the vehicle, which provide all of the critical information and evidence needed to prosecute the violation.
 - **Other vendors will claim to use cameras with "up to 12 megapixels;" however, if you investigate the details, it will be apparent that the delivered system will be comprised of two outdated 6-megapixel cameras.**
- The smallest, most unobtrusive camera system in the industry. The entire system can fit into a single small enclosure 20" wide x 18" deep and 20" high.
- Optimal performance in all weather conditions.
- Purpose-built American-made field technology and proprietary operating systems eliminating all commercial hardware and software components, improving performance, security and maintainability. ATS is the American-made vendor.



Red Light Photo Enforcement Program

- The ATS system includes Axis LIVE, a 24/7/365 live, on-line color digital (30 FPS) video surveillance and recording system with online accessibility for real-time traffic surveillance, "instant recall" and full data retrieval of recorded video for as long as two months.

Violation Processing Solution

- In January 2006, ATS became the first photo enforcement vendor in the country to be approved for access to the National Law Enforcement Telecommunication System (NLETS) as a recognized "Strategic Partner." We have developed an automated, online and real-time interface with NLETS for registered owner and vehicle information for all 50 states and Canadian provinces.
- Totally secure back-office application designed with the highest levels of system security to distribute workflow to your entire processing organization efficiently without compromising data integrity.
- Fast and simple browser-based image review and quality assurance processes, review and approval requires only less than 30 seconds for each violation, compared to other vendor's time requirements of two minutes or greater.
- The only provider to offer the integrated (optional) Two-Factor SecurID® Authentication System for ultra secure access, which is the "gold" standard used by over 15 million people at 18,000 of the largest companies and banks worldwide.
- ATS has direct working experience in the delivery of secure, critical, and often time sensitive data. We understand and appreciate the importance of Continuity of Evidence for this program to be a success.

Installation and Maintenance

- The City will have our full system support 24 hours a day, seven days a week.
- Proactive maintenance plan.
- Automated maintenance online monitoring system that allows our technicians to monitor camera status seven days a week.

Experience

- We are familiar with the red light camera laws in California. ATS currently provides red light camera programs in California for Cathedral City, Capitola, Covina, South San Francisco and Millbrae.
- ATS has extensive experience delivering and supporting large and complex red light camera programs including Phoenix, AZ; New York City, NY (all five boroughs); Washington, DC; Philadelphia, PA; Houston, TX; Seattle, WA; St. Louis, MO; Mesa, AZ and Calgary, AB.

Local Presence

- Our proposed Southern California-based - Project Manager, Ray Pedrosa, has 10 years of experience working with the County Courts in California and managing photo enforcement programs across California. Mr. Pedrosa's extensive knowledge and understanding of photo enforcement in California will ensure a successful program transition and implementation.



The City of San Diego

Red Light Photo Enforcement Program

We thank you for the opportunity to submit this proposal. We are confident in our business, our people, our technology and our proven program management disciplines; and we come armed with an impressive, best-of-breed professional team who bring relevant and fresh ideas and proven solutions based on successfully serving clients throughout the United States and the World.

We are enthusiastic about the opportunity to deliver a solution that will *Focus on Safety in San Diego!*



1. Cameras

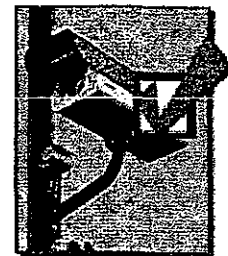
1.a Red Light Camera System

Provide front and rear facing cameras at each intersection approach selected by the SDPD and Engineering. The cameras must be capable of taking high resolution color photographs, color digital or video images that clearly depict the vehicle license plate, driver of the vehicle, and the color of the traffic signal light. Each color photograph must display the imprinted violation date, time of day, amber and red signal phases, violator's traffic lane of travel, and the elapsed time between each photographed frame after the traffic signal light has changed to red. In addition, each photo shall have a print date and identify the person printing the photo. The cameras must be housed in a weatherproof, bullet and vandalism resistant National Electrical Manufacturer's Association enclosure.

ATS understands this requirement and is fully compliant. We will provide front and rear facing cameras at each intersection approach selected by the City. The following describes our digital ultra-high resolution camera system.

1.a.1. Single Camera Solution

Our detection and imaging technology will provide the best possible **prima facie evidence** because the system has been designed to use only one high resolution camera per direction (one for the rear view, and one camera for the front view) to capture a single set of high resolution digital violation images per direction, which are captured from the front and rear of the red light running vehicle.



Our unique single camera architecture is a significant differentiator and is not offered by any other system. The single camera technology is able to capture multiple lanes of traffic, including a combination of left-turn, straight through and left-hand motions without image degradation. This technology is successfully deployed in major U.S. and Canadian cities including Seattle, New York, Houston, Calgary, St. Louis, Mesa and Phoenix.

<u>Strong Legal Foundation</u>	<u>High Capture Rates</u>	<u>High Efficiency</u>
<ul style="list-style-type: none">• Prima facie evidence• Fewer court challenges• Correct plate identification	<ul style="list-style-type: none">• Simultaneous violations• Greater visual coverage• Clearest images	<ul style="list-style-type: none">• Smallest footprint• Fast Police review times• Lowest down time

The single camera format, as currently used at most San Diego sites, was the standard in the industry for decades before the advent of digital cameras when "wet film" cameras were predominant. Properly exposed film negatives provided sufficient resolution to capture an "A" image and a "B" image from a single 35mm camera. License plate information and violation event details were extracted from the one image set, without the use of a secondary camera to capture the license plate image.

Early digital video cameras offered more efficient technology but did not offer equivalent



Red Light Photo Enforcement Program

resolution to traditional film cameras at the time, so the solution was to bundle a low resolution digital "scene" camera with secondary "lane" camera[s] focused on the license plate area to produce a second, higher resolution image of the license plate. **The problem with this approach is that focused lane cameras have a much higher incidence of missed or blocked plates resulting in higher levels of unenforceable violations. In addition, the multi-camera approach does not provide for a prima facie case due to the fact that different cameras must be synchronized to a single time source.**

The Axis™ RLC-300 is new, state-of-the-art technology that encompasses the best of the two older systems and goes far beyond. This system uses the latest ultra-high resolution, industrial-grade Nikon digital camera as the imaging solution. ATS has worked closely with Nikon to develop proprietary technology that enables our systems to operate core camera functions specific to the red light camera requirements. In addition to camera performance, the proprietary operating system software enables "plug-and-play" camera upgrades as they become available. This approach leverages Nikon's massive ongoing R&D investment and protects against dead-end technology in a critical area.

1.a.2. Robust Design

The Axis™ RLC-300 red light camera system is a modular and highly portable unit that can be rotated among any number of existing or new locations. The cameras and electronics are housed within small portable enclosures and are remotely configurable through high speed wireless broadband or fixed DSL communication lines.

The unit consists of robust electronic devices designed for extreme temperature and humidity ranges. ATS camera systems have been proven to be reliable in all heat, humidity and cold weather extremes. The cameras have been aggressively tested for humidity in Houston and Southeast Asia, for searing heat in the Arizona desert, and in sub-zero temperatures in Calgary, Alberta Canada. The camera is housed in a weather and vandal-proof NEMA enclosure. Aside from the camera lens focus ring, there are no moving parts in the Axis™ RLC-300 camera solution. No moving parts mean fewer things to break down and interrupt the system's operation.

1.a.3. Use of a Single Camera for License Plate Imaging

Our high resolution digital color 12.4 megapixel camera captures the violation scene images and the license plate images in each single violation photo.

Why is this beneficial for San Diego?

This feature is beneficial to San Diego for several reasons:

- The license plate information is extracted from the scene image (not a separate plate camera).
- Thus, the use of a single camera providing all violation data in a single image is a better prima facie legal basis supporting the violation. Two-camera systems have the problem of the second plate camera shooting the plate of the wrong vehicle or missing the plate entirely – errors of this nature impact the police and court.
- If the plate is blocked in one image, it can be read from the second scene image (not possible with the ACS or Redflex methods of using a separate zoomed plate camera).
- Vehicles that straddle lanes will not be missed due to plate camera alignment. In this application, three cameras are not better than one camera – it only multiplies the error factor.



The City of Mesa, Arizona

Red Light Photo Enforcement Program

With older camera designs, on many occasions, the first violation plate image is blocked by a tow ball or another vehicle. With the Axis™ camera, the resolution is so high that license plate details are readable even on the second image with the vehicle in the middle of the intersection. Because of our high powered, high quality single digital camera, the Axis™ RLC-300 system can be set farther back, 60 to 90 feet, from the intersection and is mounted on a pole up to 10 feet higher than other systems. This provides two important benefits: 1. a greater viewing area which produces more confirmed violations and 2. configuration flexibility to accommodate intersection design requirements. The flexibility in the placement of poles and distance from the intersection enables the camera and flash to be mounted higher on the pole. This is a very important factor in our system operation and in keeping the flash out of a direct line with the oncoming driver.

The camera placement, farther back and higher, provides a better field of view. The result is fewer blocked plates and obstructed views.

The following set of images shows two scene images from an event in Mesa, Arizona. The vehicle is positioned five lanes from the curb and making a left turn from a dual left-turn bay at northbound Country Club and University Drive in Mesa. The license plate, which is extracted from each original scene image, is clearly readable in each image.



Red Light Photo Enforcement Program

DATE	TIME	SPEED	PHASE	RTIME	LANE	FRAME
1/14/2007	4:55:32.0 PM	26	R	0.75	1	A
ME03-S/E COUNTRY CLUB @ UNIVERSITY DR						

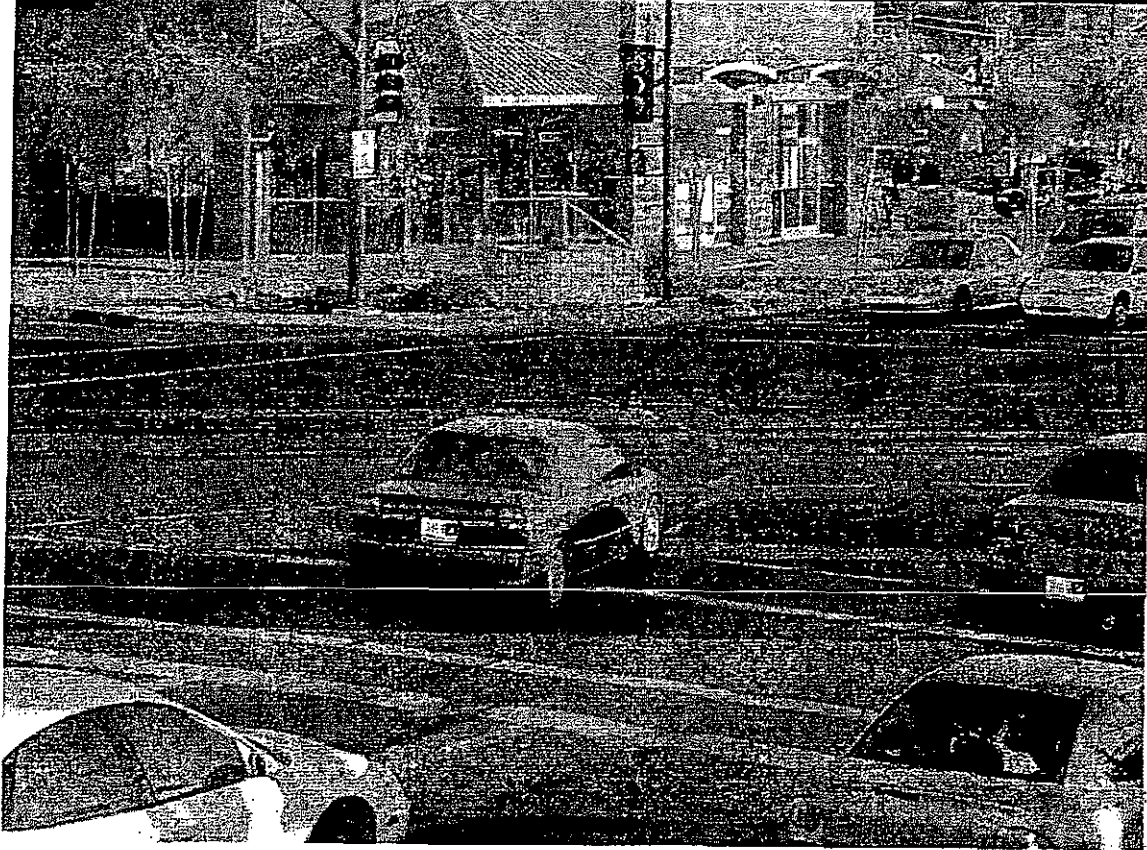


Image A - Vehicle before the intersection line

Confidential & Proprietary

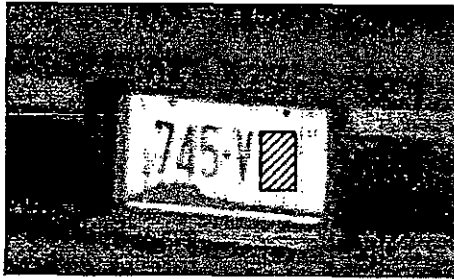


Plate Extracted from Scene Image A



Red Light Photo Enforcement Program

DATE	TIME	SPEED	PHASE	RTIME	LANE	FRAME
1/14/2007	4:55:33.0 PM	26	R	1.8	1	B
ME03-S/E COUNTRY CLUB @ UNIVERSITY DR						

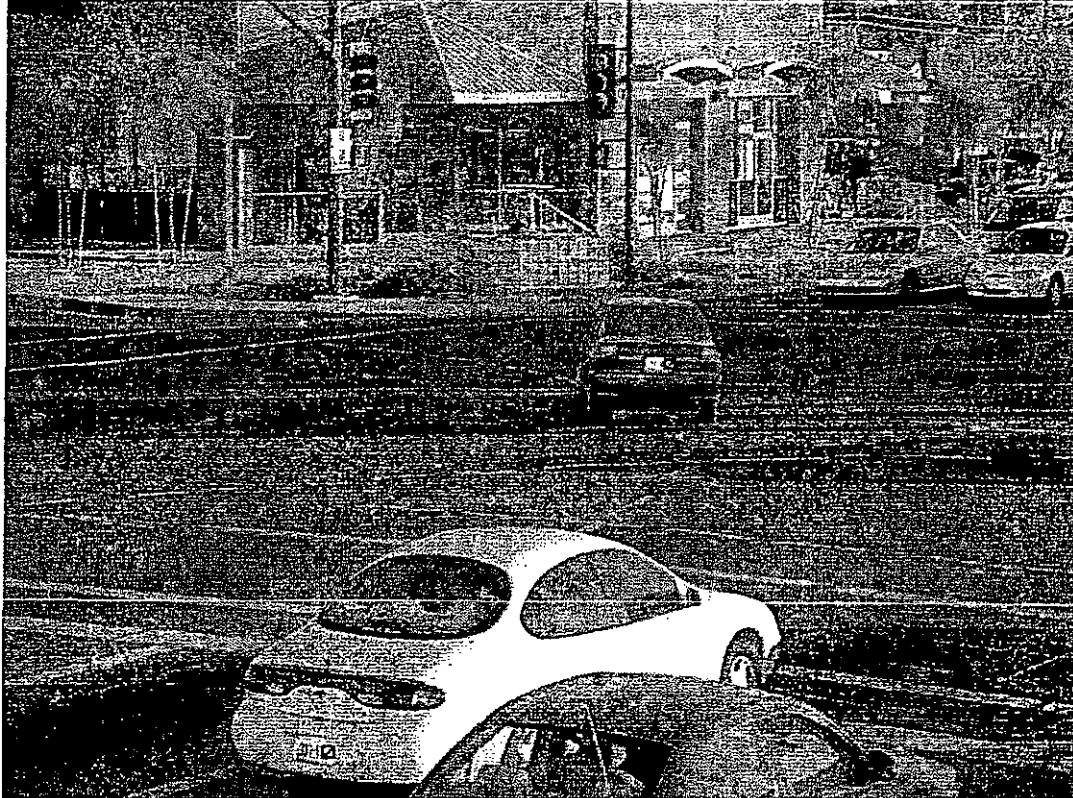


Image B – Vehicle in the Intersection

Confidential & Proprietary

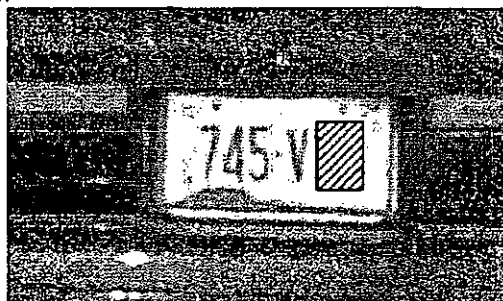


Plate Extracted from Scene Image B

This set of images would not be possible using a system with an ACS or Redflex-supplied separate plate camera because the plate in Image B would be out of the camera field of view.

1.a.4. Plate Blocker Defense System

The proliferation of plate covers or “anti-red light camera products” have begun to impact many automated enforcement programs. However, in response to the increasing use of these illegal devices, ATS has developed a proprietary technique to reduce the effects of license plate



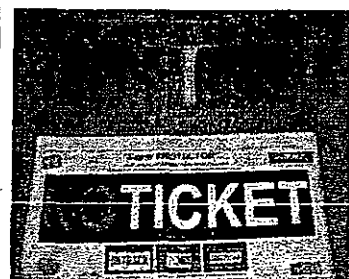
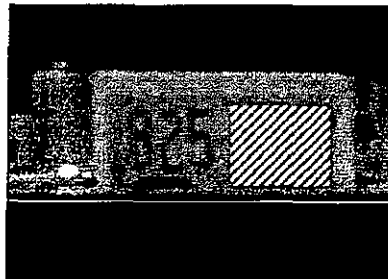
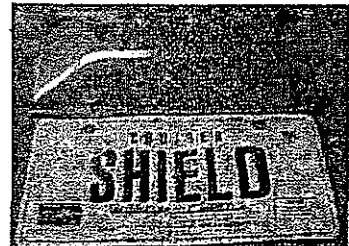
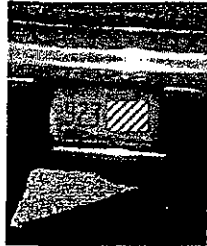
Red Light Photo Enforcement Program

covers and blockers. Tested and substantiated by the popular television show, *Mythbusters*, our proprietary camera configuration eliminates loss of camera violations due to these devices.



ATS tests all available "Plate Blockers"

No common product effectively blocks the plate





1.a.5. Image Capture

A dual Axis™ RLC-300 Red Light Camera will capture two single high resolution images from the rear and one (or more) high resolution image(s) from the front of the vehicle that contain all of the information needed to prosecute a violation.

First rear image: The "A" shot is captured from the rear approach showing: the scene of the violation including the back of the violating vehicle in front of the stop line (or crossing if desired); one or more visible red light signals; and a clear image of the license plate of the offending vehicle, all from the single, base image.



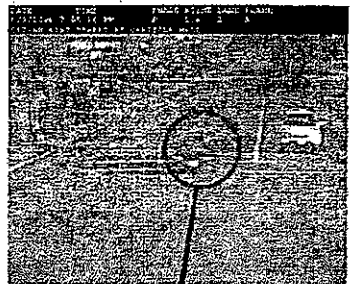
Second rear image: The "B" shot is also captured from the rear approach showing: the scene of the violation including the back of the violating vehicle after the rear axle has crossed the stop line and the vehicle has illegally entered the intersection; one or more visible red light signals; and a clear image of the license plate of the offending vehicle, all from the single, base image.



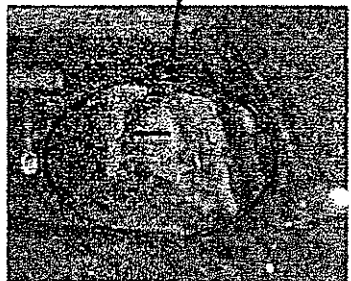
License plate crop: The Axis™ Violation Processing System will create a magnified "crop" of the license plate from one of the images for easy viewing. However, the cropped license plate close-up is not a separate image, but rather a close-up view of the original violation image. This image can be taken from any of the three images captured.



Front Image: A second camera is placed on the opposite side of the intersection where a third (driver) image is captured.

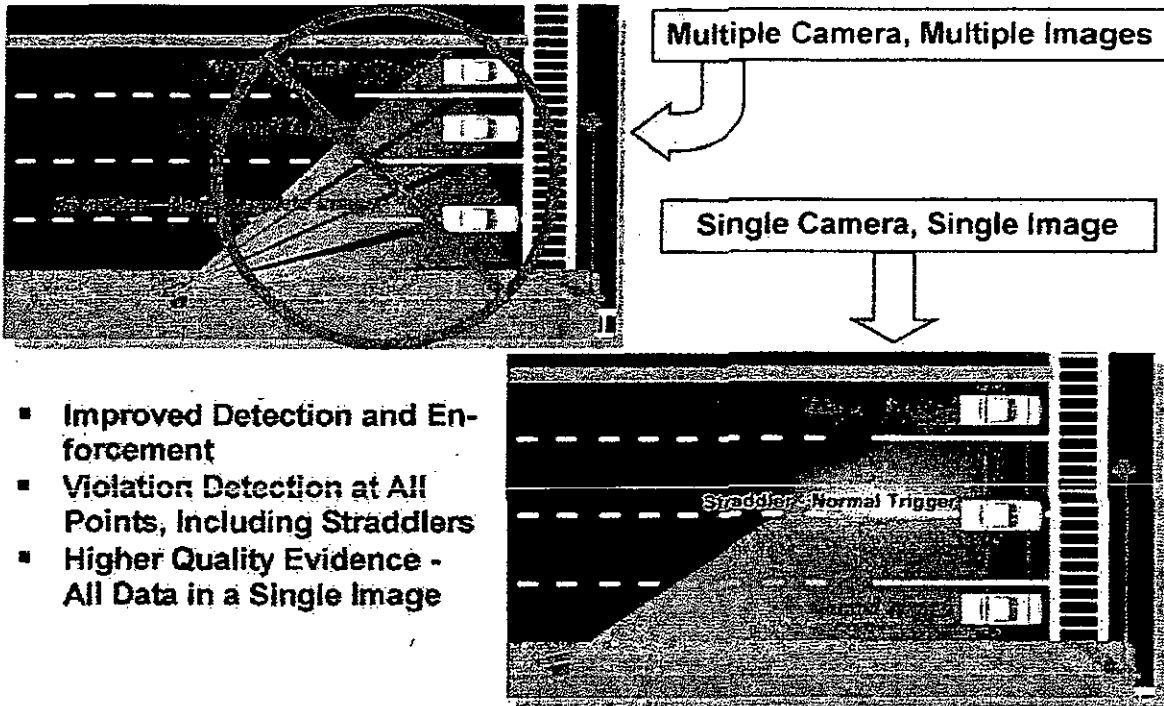


Violator Face Crop: The violation processing system staff creates a magnified crop of the driver's image and the front license plate, for easy viewing and violation processing. The crop is not a separate image, but rather a close-up view of the original image.





Additionally, the single camera ensures that violators are detected and that images are captured even when straddling between lanes. The following graphic illustrates how a red light runner could pass undetected with a multi-camera system that uses an overview camera for the scene images and a separate camera system for each lane.



- Improved Detection and Enforcement
- Violation Detection at All Points, Including Straddlers
- Higher Quality Evidence - All Data in a Single Image

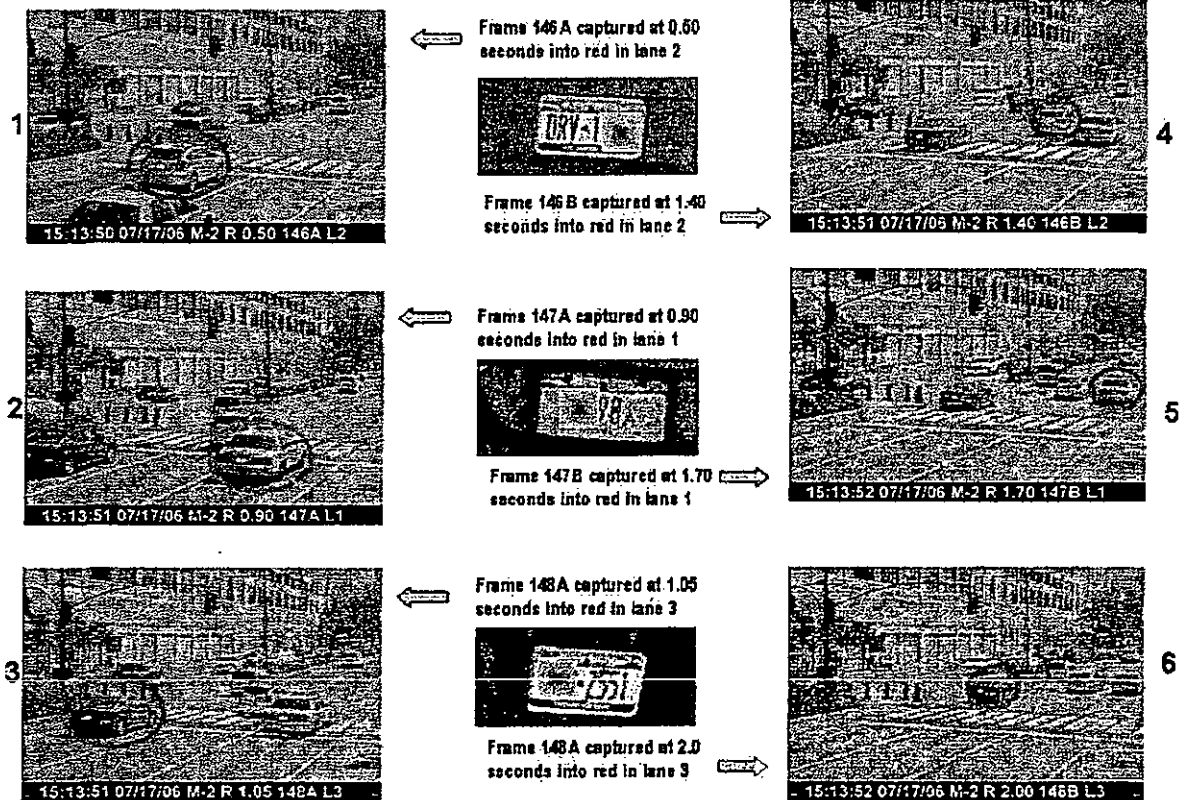
Most of the other digital camera systems offered in the marketplace use a low resolution "scene camera" combined with one or more additional license plate, or "lane cameras." As such, there can be no guarantee that the license plate image from one of the lane cameras is the correct license plate from the actual violator in the scene images.

1.a.6. Multiple Lane Violation Detection

The Axis™ RLC-300 can independently monitor up to four lanes per controller and two different signal phases, simultaneously. The independent lane control logic enables precise detection and enforcement of different signal phases from a single camera. For example, the Axis™ RLC-300 enables a single or dual left turn controlled by a left turn arrow and straight through/right turn lanes on a solid green signal ball enforced at the same time with a single system. The ATS single camera system is the ONLY system that has the capacity to identify simultaneous violations. The following photos demonstrate our ability to identify three simultaneous violators in a 1.5-second sequence and the plate extracted directly from the violation shot. No system requiring two or more cameras will sync quickly enough to catch all the violations and with no assurance that the plate shots will match the violating vehicle.



Red Light Photo Enforcement Program



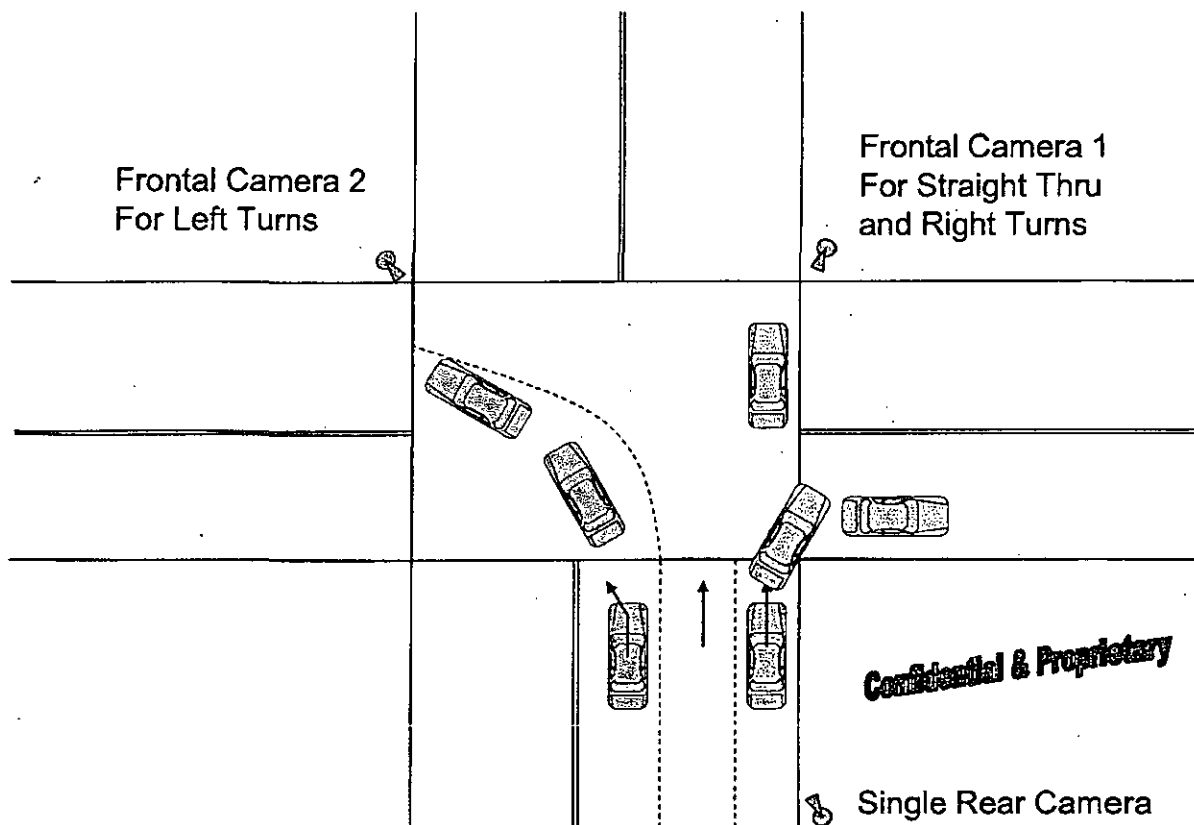
All Six Images Captured in 1.5 Seconds with a Single Camera!

Except for right turn violations, the majority of red light violations occur within the first second of the red phase. As a result, red light runners often "platoon" or run the light side-by-side. The ATS camera and detection technology has been designed to detect and image all vehicles, even those traveling side-by-side. No other system offered is capable of this level of performance. In fact, it is believed that all other systems must complete the sequence ("A" shot and "B" shot) of the first detected violation before resetting to capture another violation. In this case, only the first detected vehicle in a platoon would be captured. This could lead to hundreds of missed violations per camera per month.

1.a.7. Dual Face Camera Control

The Axis™ RLC-300 can control multiple face cameras. As a result an intersection approach with two straight through lanes and two left turn lanes on different signal phases can be implemented with a single rear camera and two front cameras. One front camera can be installed across the intersection on the straight through lanes and the second front camera can be installed on the opposing diagonal corner to capture left turners as they complete the turn. This is a unique feature in the industry which delivers extra value to the City.

The following illustration shows how this is completed.



1.a.8. Multiple Frontal Image Capture

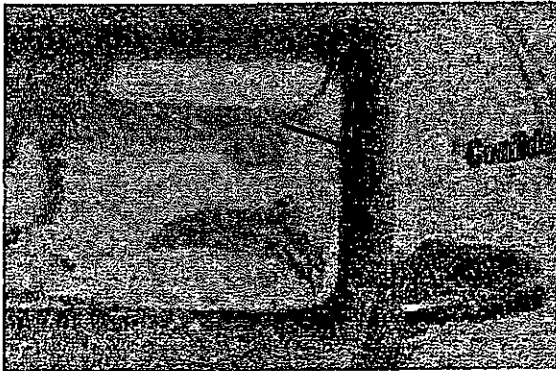
Another tremendously valuable and unique function of the ATS system is the ability to capture multiple high resolution face images for each violation event.

Why is this beneficial for San Diego?

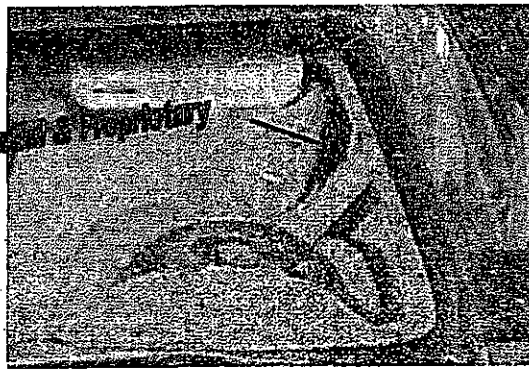
This is beneficial to San Diego because the ability to see the driver's face depends upon **when** the frontal image is captured. If the frontal image is captured when there is an obstruction in front of the driver's face, the violation event is discarded. ATS solved this problem by implementing the Multi-Shot™ capability for frontal imaging. The following image samples show how this feature works to improve the camera performance over other systems.



Red Light Photo Enforcement Program



First Frontal Image with Obstruction



Second Frontal Image with Clear Face View

The Multi-Shot™ capability also solves the problem of obstructions by other vehicles being in front of the target vehicle. This is illustrated in the images below.



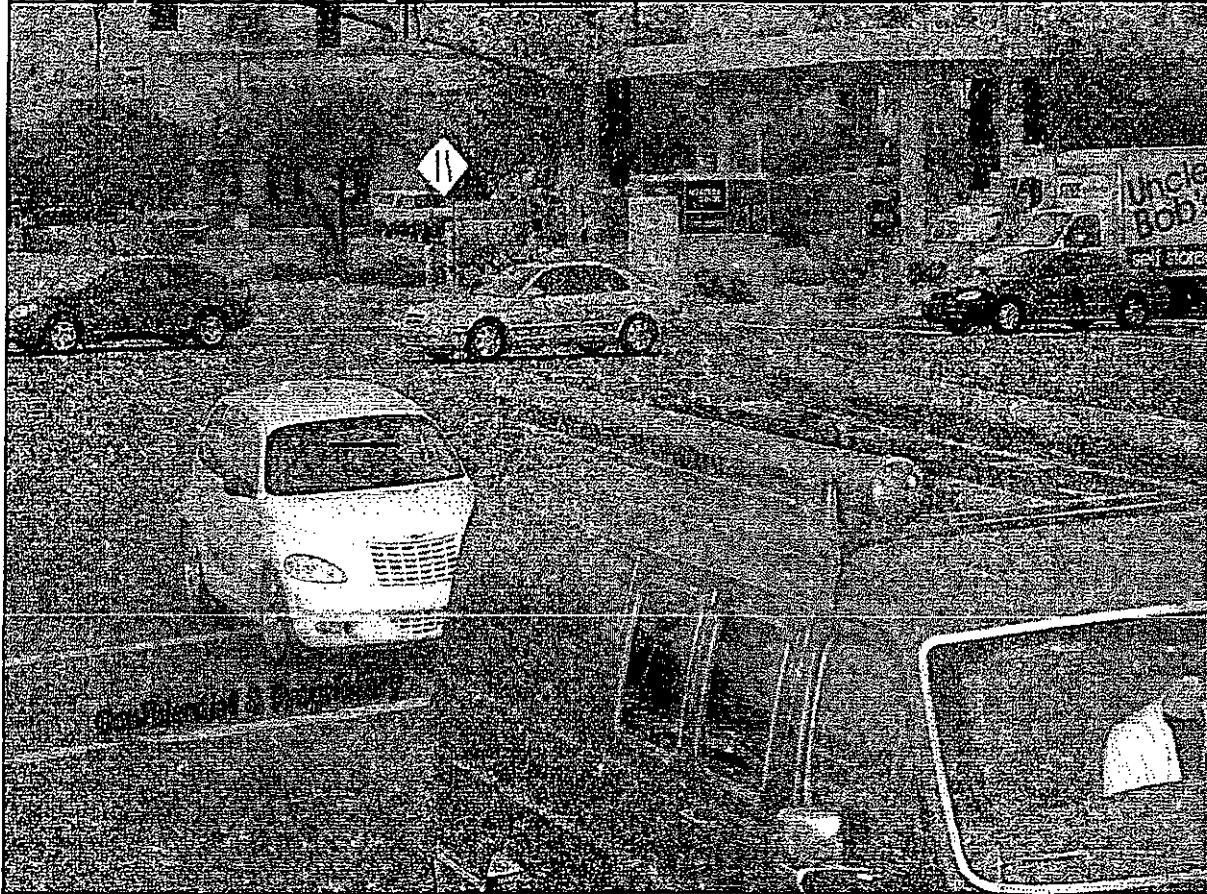
Actual violator is blocked by the red van



Red Light Photo Enforcement Program

DATE	TIME	SPEED	PHASE	RTIME	LANE	FRAME
1/30/2007	11:51:39.1 AM	18	R	2.35	2	B

ME20-N/W DOBSON RD @ BROADWAY RD



Violator is visible as a result of Axis™ Multi-Shot™ function

The feature significantly reduces the rejections related to controllable and uncontrollable face obstructions in your program.

As a testament to ATS' performance and the value we deliver, recently ATS received a supportive comment from the Mesa, Arizona Police Program Manager, Joe Bonacci, in which he said:

"Bill, I gave a presentation at our Department's Compstat meeting last Thursday 01/25/07 on the Photo Safety Program past and present. The command staff was impressed on the citation approval rates from your company in such a short time after implementation versus the previous vendor ACS who had the contract for nine (9) years and never exceeded 35% approval rates on citations."

1.a.9. Violation Data Captured and Data Bar

Each camera records the date and time of day for each image that is captured. In addition to the date and time data, the system can also record:





Red Light Photo Enforcement Program

- the color of the traffic light,
- lane number,
- time the light has been red, and
- location identifier

ATS is able to accommodate the City's data bar requirements. Below is a sample data bar. Please note that additional available information required by the City of San Diego can be added.

The ATS data bar is clear and legible even on the violation notice. The Redflex data bar is not legible and cannot be read either on the notice or online.

DATE	TIME	PHASE	RTIME	LANE	FRAME
3/7/2006	9:41:23 AM	R	0.4	2	A
CP1-SB 41ST STREET AT CAPITOLA MALL					

1.a.10. Smaller and More Attractive Camera Installation

The ATS Axis™ RLC-300 is the most compact and least visible solution on the market today. This is an extremely important issue where physical appearance and difficult technical requirements are combined. The entire solution is mountable to a single standard 15 to 20-foot fixed aluminum or steel pole. There are three visible components including a small 24-inch camera enclosure, a 15-inch strobe unit, and a 20-inch square controller cabinet.

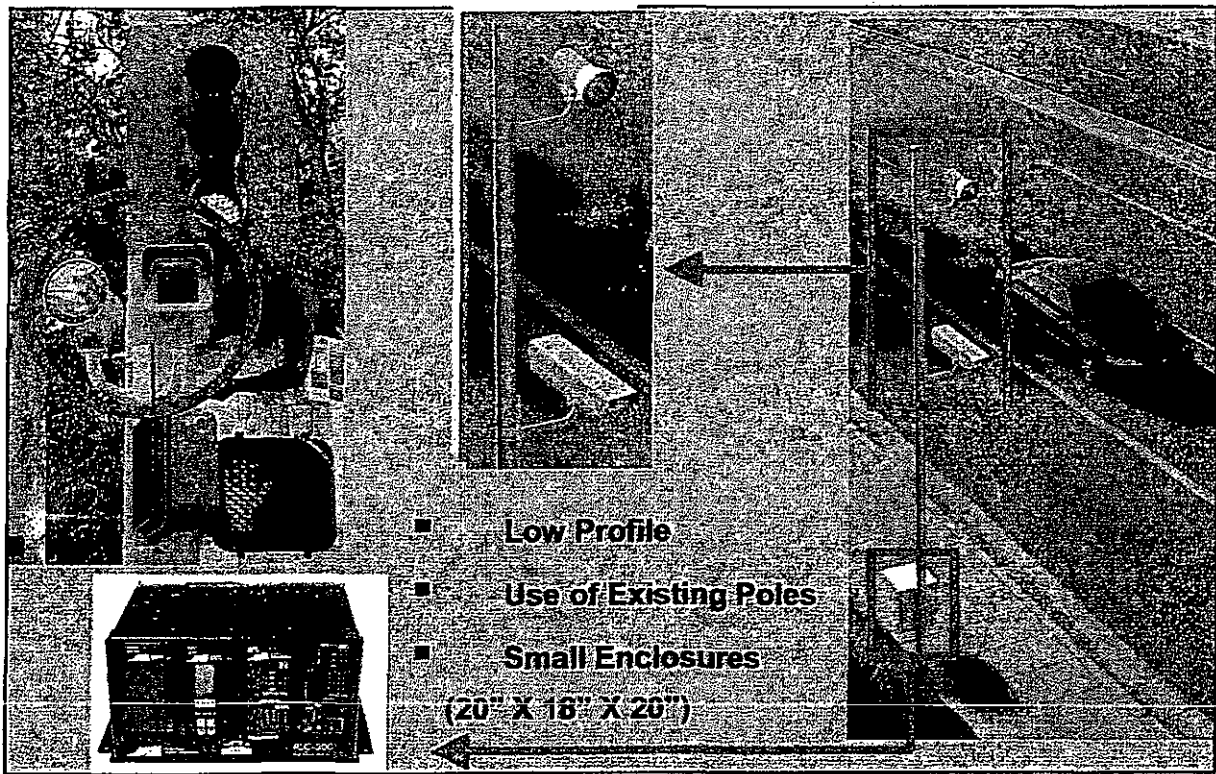
Because of our high powered, high quality single digital camera, the Axis™ RLC-300 system can be set farther back from the intersection. This provides configuration flexibility to accommodate intersection design requirements. The flexibility in the placement of poles and distance from the intersection enables the camera and flash to be mounted higher on the pole. This is a very important factor in our system operation. The camera placement, farther back and higher, provides a better field of view. The result is fewer blocked plates and obstructed views.

The following images are samples of active installations. Please note the minimal presence of our equipment in the environmental surroundings.

The Axis™ RLC-300 is small and sleek, specifically designed to blend into the streetscape. The ATS system is the least intrusive RLC on the market from a visual, operational and environmental perspective.

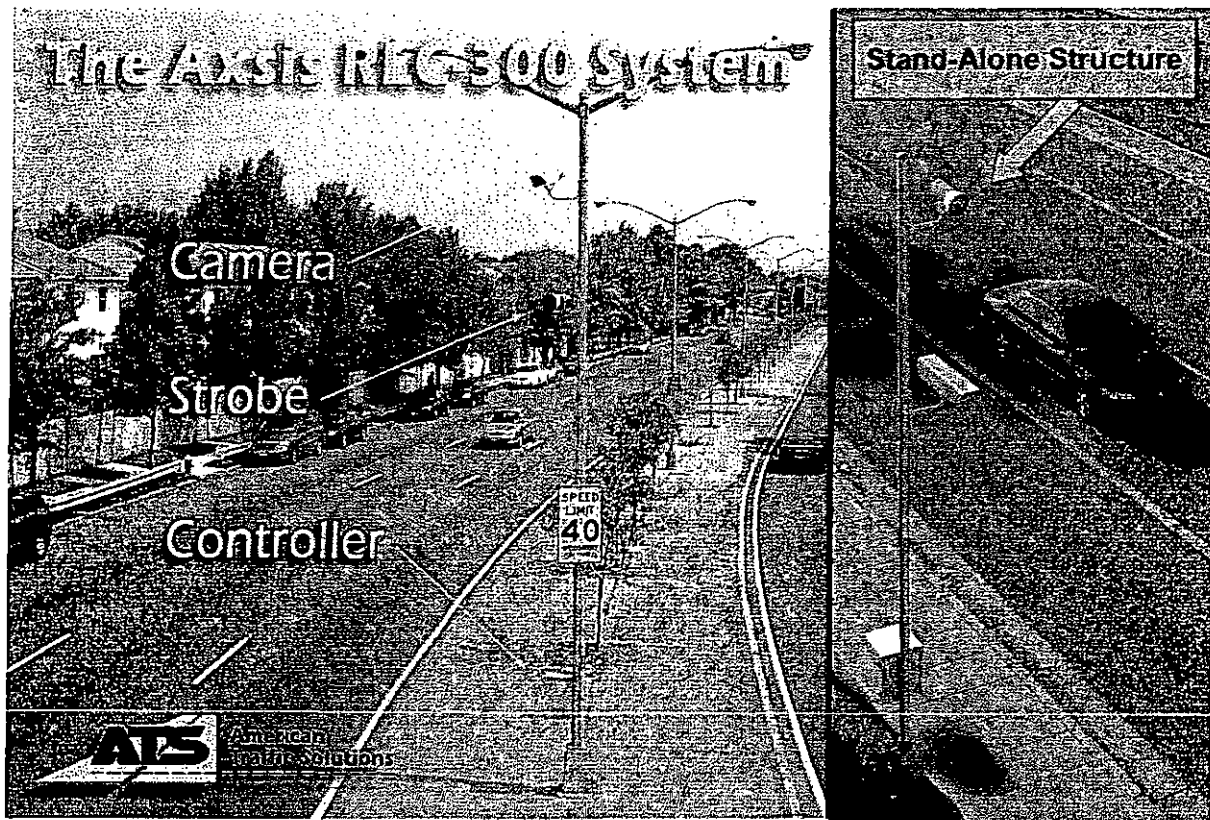


Red Light Photo Enforcement Program





Red Light Photo Enforcement Program





Red Light Photo Enforcement Program

An example of a typical ATS system.

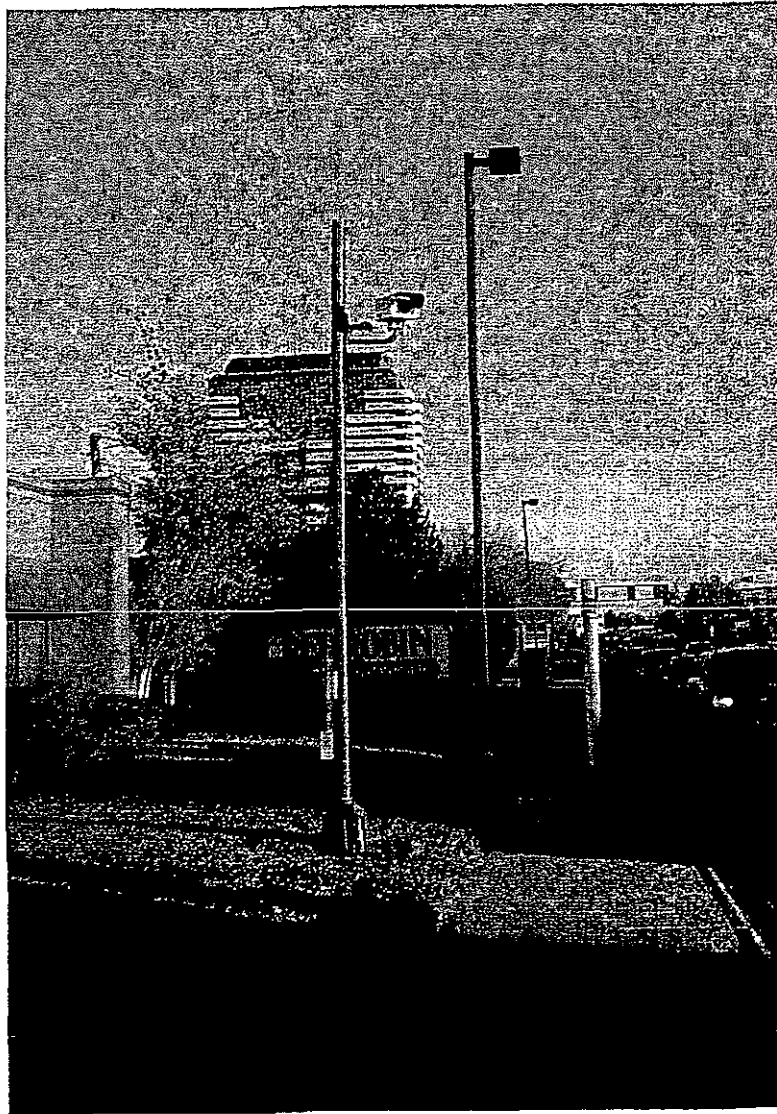


Mesa, Arizona



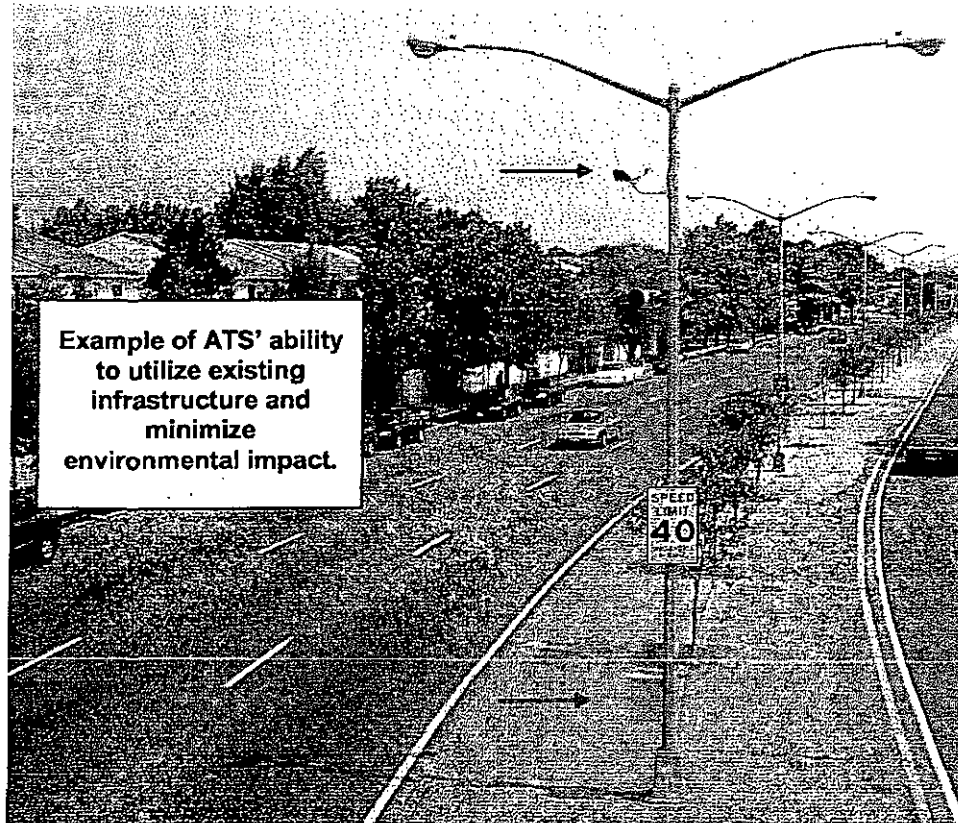
Red Light Photo Enforcement Program

ATS customized the system in Greenwood Village, Colorado so that it blends into the streetscape. The following is a picture of the Greenwood Village system.

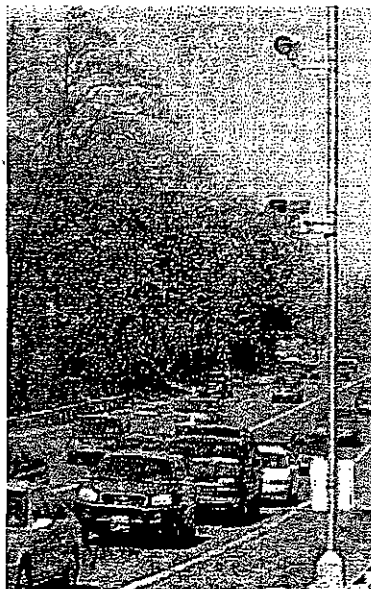




Red Light Photo Enforcement Program



New York City, NY – Mounted on a street light



Anne Arundel County, Maryland



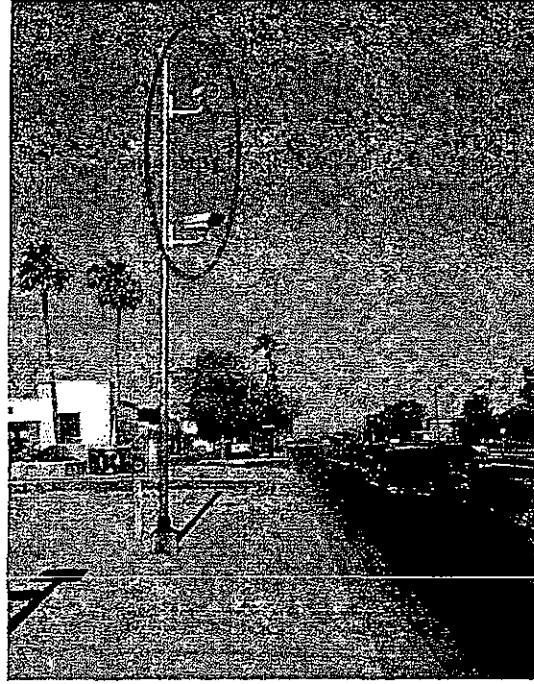
Red Light Photo Enforcement Program

The following page illustrates the streetscape with an ATS system compared to the large cumbersome photo enforcement camera systems of others.

Before and After Site Simulations



Multiple Camera and Strobe - in Scottsdale, Arizona



Super-Imposed ATS Axis™ RLC-300 Single Camera/Strobe Image at Same Location

(Illustrative purposes only)

ATS mounts its rear cameras higher to be able to see over near-lane obstructions. This increases the prosecution rate and improves the fairness of the program. This feature is also a critical component of the left-turn capture program where the rear camera is normally looking across three straight-through lanes.



The City of Scottsdale

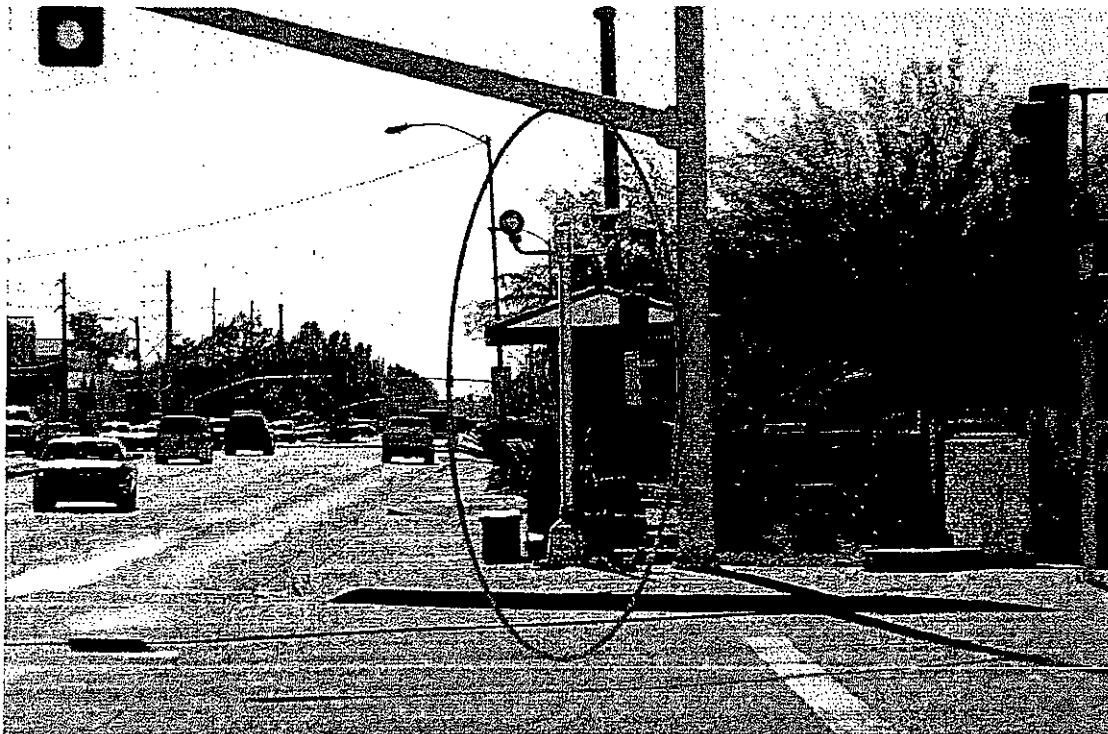
Red Light Photo Enforcement Program



Competitor system in Scottsdale, Arizona – Front Cameras and Strobe



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Proprietary and Confidential

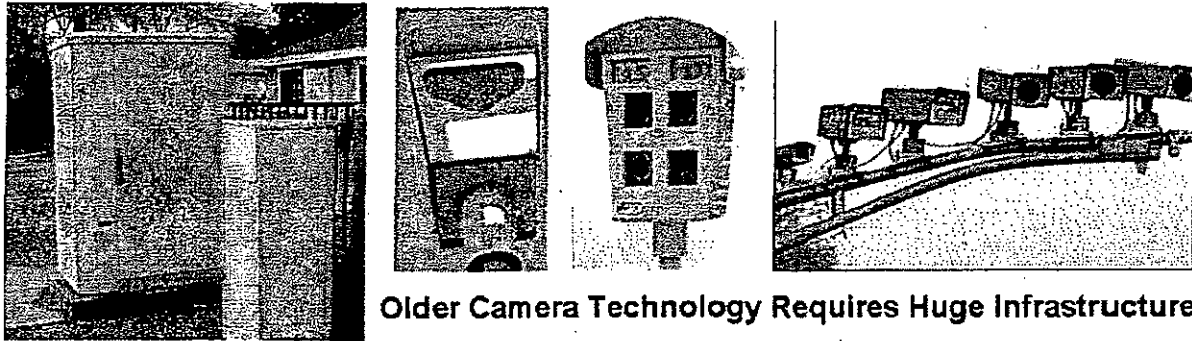


Super-Imposed Image of the Axis™ RLC-300 in Scottsdale, Arizona – Front System Installed on ATS Pole (For illustrative purposes only)

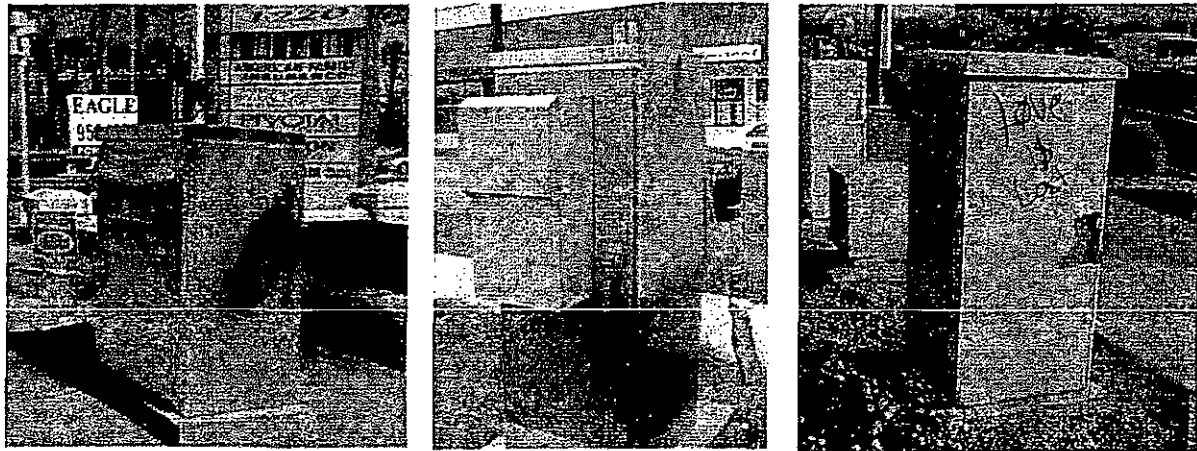
The Axis™ RLC-300 uses smaller, lighter and less noticeable enclosures, contributing to a better looking streetscape. ATS clients routinely remark about the small size and “invisibility” of the Axis™ system. The following image shows how an additional pole can be eliminated if the frontal camera and strobe could be mounted on the signal mast.




Super-Imposed Image of the Axis™ RLC-300 using existing infrastructure (For illustrative purposes only)







Older Camera Technology Requires Huge Infrastructure



1.a.11. Equipment List

RLC Equipment Image	Description	Dimensions
	<p>The Axis™ RLC-300 weather and vandal proof camera enclosure prevents dust, salt, sand, and slush. The housing is easy to install and maintain. The housing is usually installed on the same pole as the controller housing. System flexibility allows installation on another existing pole or structure that is already available. A built-in glass wiper option is available. Enclosures are fitted with heating or cooling elements where necessary.</p>	<p>24" x 9" x 8"</p>

	<p>The Axis™ RLC-300 Camera is a 12.4 megapixel (4,288 x 2,848) ultra-high resolution digital color camera with advanced features ideal for photo traffic enforcement, including: five frames per second; ultra-high dynamic range to capture reflective plates along with the darkest blacks; wide range of available high resolution lenses; industrial construction and reliability.</p>	<p>8" x 8" x 8"</p>
	<p>The Axis™ RLC-300 controller is a modular system that includes a series of "Hot Swappable" industrial-grade components including: the PS-100 Power Supply; the LD-100 loop detector with diagnostic display; the PIC-100 Piezo interface card with indicators and front panel test points; and the Axis™ RLC-300 Master Controller, which is the "brain" that controls the entire system. The RLC-300 controller has an Ethernet interface and a wireless upgrade port for remote access and data transmission to the Axis™ VPS servers. Data is also temporarily stored locally on high capacity Axis™ Compact Flash Cards capable of storing thousands of images if network connectivity is lost temporarily.</p>	<p>12" x 11" x 19"</p>
	<p>The Axis™ RLC-300 System weather and vandal proof controller cabinet. This versatile cabinet can be mounted at technician height to allow for easy maintenance. This cabinet configuration has the Axis™ LIVE and Axis™ RLC-300 controller mounted into it. It has built-in heating and cooling for year-round trouble free operation.</p>	<p>20"x 19" x 22"</p>
	<p>The ATS Strobe is a precision-focused, ultra-fast recycle industrial-grade strobe unit which is specifically designed to be able to trigger up to five times per second, as fast as the camera triggers, so that each violation image is properly exposed.</p>	<p>14" x 9" x 9"</p>



Red Light Photo Enforcement Program

1.a.12. Use of Existing Housing and Poles

1.a.12.a. Existing Housing Units

Axis RLC-300 Red Light Camera system has been designed with a "Gatso Insert" configuration option. We can either slip our inner camera unit into the existing outer housing, or replace the outer housing with our standard unit, which would use the same bolt pattern as the Gatso unit.

The Axis RLC-300U is configured to slide easily into an existing Gatsometer or TraffiPax Red Light Camera Housing and utilize the existing loops in the roadway and connectors in the cabinet. The adjacent figure shows the RLC-300U slide in unit.



1.a.12.b. Existing Poles

ATS offers a configuration option that uses the identical "up-down" poles. Our outer enclosure may be attached directly to the existing poles. However, the City should consider using our newer, lower profile poles, which can be secured to the existing foundation as the existing poles. Our new configuration is lower profile, smaller and more attractive. Since there is no need to access the cameras on a daily basis, the up-down mechanism is no longer necessary. Elimination of the older poles also eliminates the associated maintenance costs.

1.b Sample Violation Images

The camera system must take at least one flash color photograph, color digital or video image from the rear of the violator vehicle, and one from the front after the violator vehicle actuates the inductive loops, electronic detectors, or detection device. The inductive loops, electronic detectors, or detection device must be designed to identify any vehicle entering the intersection at a variable time beginning at 0.1 second after the red signal phase has begun. The camera system will be required to take a second color photograph, color digital or video image from the rear of the violator vehicle, and one of the front of the vehicle as it proceeds through the intersection against the red traffic signal.

ATS understands this requirement and is fully compliant. The following pages contain samples of actual image sets that were captured from our California programs.



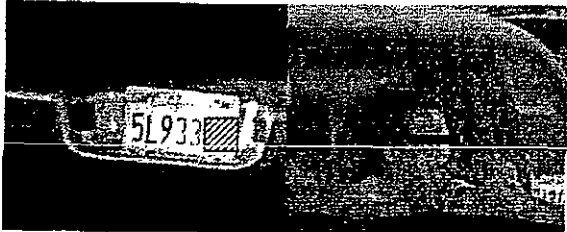
Red Light Photo Enforcement Program

DATE TIME PHASE RTIME LANE FRAME
1/4/2007 3:53:10.6 PM R 0.5 3 A
CC1-Date Palm Dr NB & Ramon Rd



Clear Images- Facial Images

DATE TIME PHASE RTIME LANE FRAME
1/4/2007 3:53:11.8 PM R 1.5 3 B
CC1-Date Palm Dr NB & Ramon Rd



Confidential & Proprietary





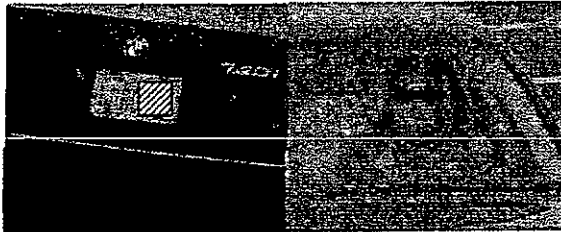
Red Light Photo Enforcement Program

DATE TIME PHASE RTIME LANE FRAME
1/20/2007 11:37:54.8 AM R 0.45 4 A
MI03-E/B MILLBRAE AVE & ROLLINS RD



Clear Images- Facial Images

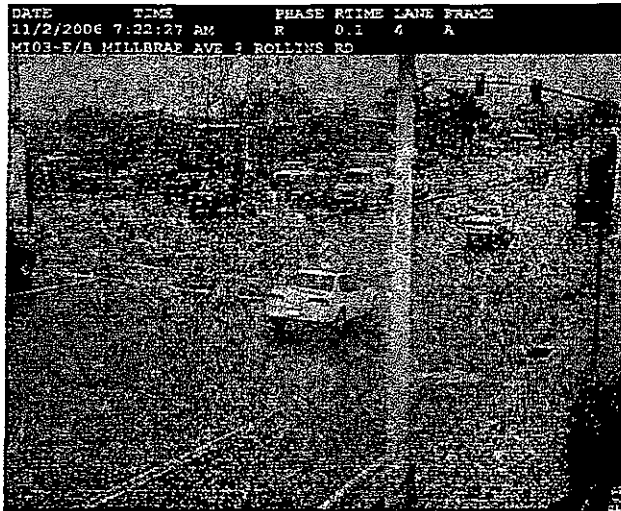
DATE TIME PHASE RTIME LANE FRAME
1/20/2007 11:37:55.7 AM R 1.4 4 D
MI03-E/B MILLBRAE AVE & ROLLINS RD



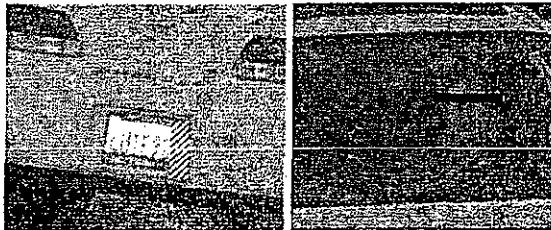
Confidential & Proprietary



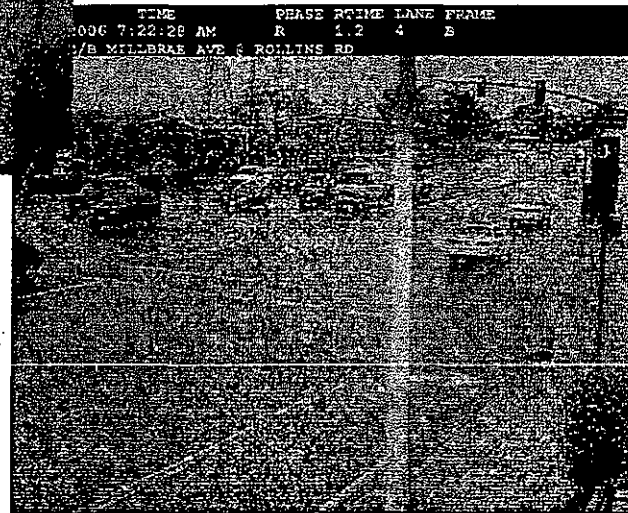
Red Light Photo Enforcement Program



Clear Images- Facial Images
In the Rain



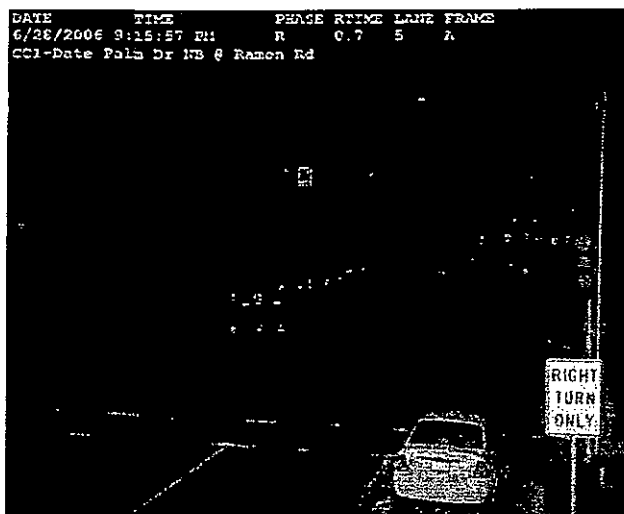
Confidential & Proprietary





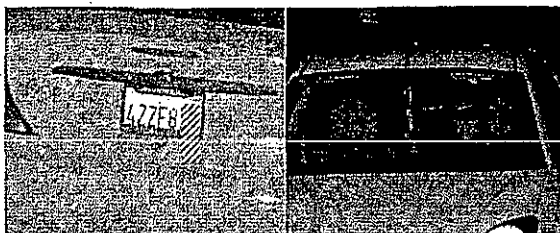
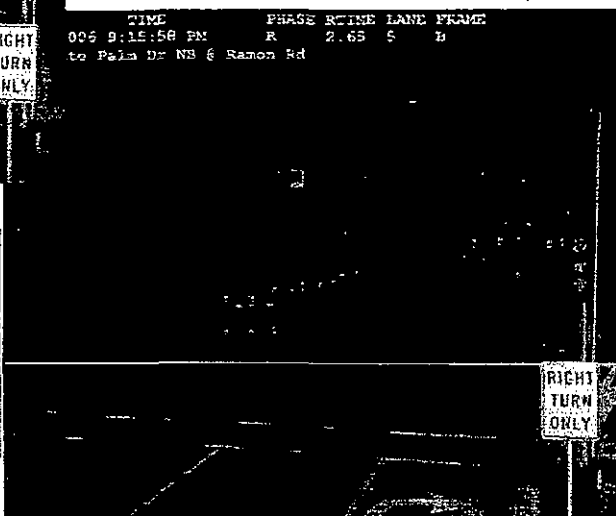
Red Light Photo Enforcement Program

DATE TIME PHASE RTIME LANE FRAME
6/28/2006 9:15:57 PM R 0.7 5 A
CC1-Date Palm Dr NB @ Ramon Rd



Clear Images- Facial Images
At Night

TIME PHASE RTIME LANE FRAME
005 9:15:58 PM R 2.65 5 B
to Palm Dr NB @ Ramon Rd



Confidential & Proprietary

1.c Video System

There shall be a minimum nine (9) second video image of the violation showing the vehicle proceeding through the intersection.

We understand this RFP requirement, and we are fully compliant.



In addition to the high resolution still images, the Axis™ LIVE system also captures and stores separate full motion video "clips" of the violation event, showing the scene and key violation data. This video clip is securely transmitted to the ATS data center along with the still violation images. Each clip is 10 to 15 seconds long.

ATS' full motion video system is unique among competing offerings because the LIVE system can also be implemented with up to four separate video cameras, one for each approach using our wireless cameras. This allows viewing of violations from all four potential angles and seeing every possible influence on the violating vehicle's behavior. No other vendor offers this option.

Police are able to confirm whether a right-on-red violation was committed where the violator did not make a full and complete stop before turning the corner.

Features of the LIVE system include:



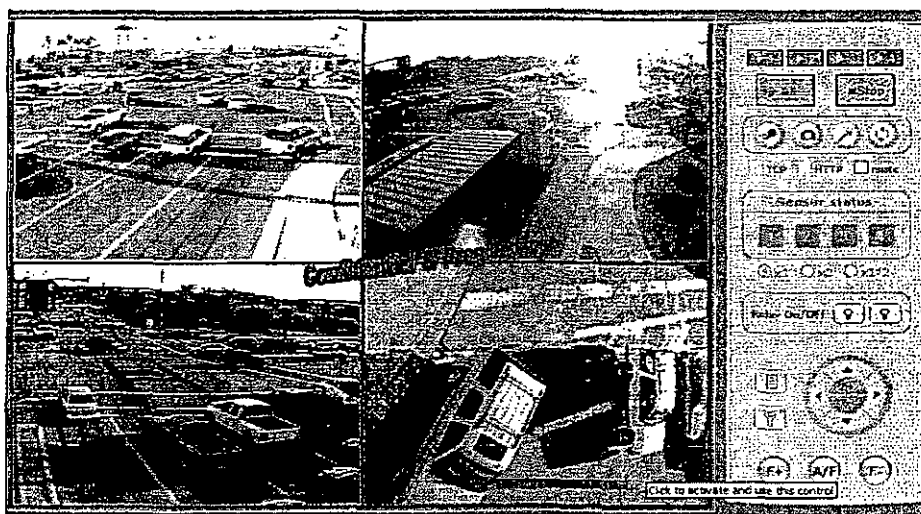


Red Light Photo Enforcement Program

- Monitors all four directions simultaneously (extra fee for non-enforced approach monitoring)
- Records sound of passing traffic and collisions
- Proves right turn violations
- Real-time viewing over the Internet
- Adjustable recording speed
- Saves digital video data for months
- Traffic flow and pattern evaluation for DOT
- Records the action of any violating vehicle and all relevant circumstances
- Easy Internet access by court and police for review

1.c.1. Live Traffic Monitoring Capability

Additionally, the LIVE system can be configured to capture continuous video, 24 hours per day which will be stored locally, at the camera site for 30 to 60 days. Recorded video segments can be accessed and even downloaded by any authorized user via a secure Internet connection. This becomes useful for collision reconstruction, homeland security, and criminal investigations or for use in court to prosecute any number of moving violations.





2. Communication

2.a Utilities

The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Proposer.

ATS understands this requirement and is fully compliant. We have had to provide power to our system in other cities, so we will be able to meet this requirement.

2.b Optical Isolation

All electrical connections with City traffic signal equipment and systems are limited to intersection signal outputs and must be optically or otherwise isolated.

ATS understands this requirement and is fully compliant.

ATS will use optically isolated relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the National Electrical Manufacturers Association (NEMA) standard.

2.c Separate Point of Service for Power

The Proposer's system may have a separate point of service for power. Proposer shall provide a separate circuit breaker should this power originate from the same disconnect as the traffic signal.

ATS meets and understands this requirement. We will provide a separate circuit breaker for our system.



3. Data Security

3.a Secure Electronic Transmission

All System data subject to electronic transmission communication shall be transmitted via a secure, tamperproof system. The data must also be encrypted prior to transmission. At a minimum the data must be preencrypted using the triple-DES (Digital Encryption Standard) encryption algorithm. The techniques used to encrypt and secure System data shall at all times be subject to City approval. Substitution of encryption algorithms must be approved by the City Engineer prior to deployment.

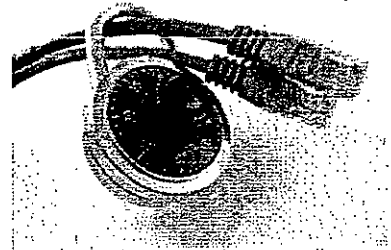
ATS understands and complies with this requirement.

3.a.1. Chain of Custody

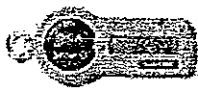
The Axis™ RLC-300 Camera automatically "pushes" data from each camera site to the ATS Data Center Computer System by means of a 3DES encrypted secure Virtual Private Network ("VPN") connection. The Axis™ System then automatically decrypts and loads the data to a File System in the server at the ATS Violation Processing Center.

3.a.2. Secure Data Transmission

Images will be collected using a dedicated high speed telecommunications line to each red light camera. Images are transmitted from the RLC-300 Digital Camera to the Axis™ collection point through a 3DES encrypted VPN tunnel secured by Cisco firewall, switching and routing gear. In the event of a network communication failure, the Axis™ RLC-300 Camera units have the ability to store violation images and data locally. In the event of an extended network outage, the data can be physically collected daily by our field technicians if necessary. Our Axis™ LIVE video system can record and save live video streams for up to 90 days depending upon system settings and configuration.



3.a.3. Enhanced Two-Factor Authentication for Superior Data Security



This is an optional program for cities wanting additional data security. Security built on static, reusable passwords can be easy for hackers to beat. A recommendation by the Federal Deposit Insurance Corporation (FDIC) makes this very clear; two-factor authentication is recommended to minimize identity theft. An additional fee is required.

ATS is the only company offering true security to this sensitive data. We offer, as an option, Two-Factor Authentication using the industry-standard for two-factor authentication called SecurID® by RSA.

RSA SecurID® two-factor authentication is based on something you know (a password or PIN) and something you have (an authenticator) — providing a much more reliable level of user authentication than reusable passwords. SecurID® is used by over 15 million people at more than 18,000 companies worldwide.

ATS' SecurID® Authenticator functions like an ATM card.





Red Light Photo Enforcement Program

Network and desktop users must identify themselves with two unique factors, something they know, and something they have, before they are granted access. The ATS SecurID® Authenticator:

- Authenticates users at network, system and application and desktop levels
- Secures internal and remote network access
- Is compatible with leading remote access servers, wireless access points, web servers, firewalls and VPNs
- Is easy-to-use, industry-proven technology
- Is designed with industry-standard technology

If the City chooses the SecurID® option, ATS will provide each authorized user with its own ATS SecurID® token for use to gain access to the Axis™ VPS Violation Processing System application. This feature will give the City the ultimate sense of security knowing that only authorized users will be able to access the Axis™ VPS Violation Processing System.

3.b Loss of Data

Any loss of citation data resulting from a failure to properly secure System data communications shall be Provider's sole responsibility and subject to applicable liquidated damages at a minimum of one thousand dollars (\$1,000.) for each captured violation.

ATS understands that we will be subject to liquidated damages for each captured violation if any violation data is lost due to failure to properly secure the data. We are confident in our storage methods.



4. Detection System

4.a Detection Technologies

The Proposer shall provide and install the vehicle detector loops, electronic detectors, or detection devices, conduits, pull boxes, and electrical power to the equipment.

ATS understands this requirement and is fully compliant.

ATS has direct experience with all compatible vehicle detection technologies for red light camera triggering. ATS currently offers triggering based on standard loops, piezo sensors, video detection or laser detection. Our engineers will work with the City to determine which detection system would be the most effective for the intersections being enforced.

We will install the detection equipment and will provide the necessary conduit, pull boxes and electrical power to make our system operational.

Our system can use the existing loops in the road without any additional new construction.

4.a.1. Inductive Loop Detection System

In order to reduce costs and utilize existing infrastructure, our cameras will be installed to trigger from the existing inductive loops. This approach enables us to ensure the most rapid conversion and cost-effective solution for the City of San Diego.

4.a.2. Optional Piezoelectric Detection System

ATS can provide triggering based on loops, piezos, or laser if required.

	ONE INDUCTIVE LOOP	TWO INDUCTIVE LOOPS	PIEZO LOOP ARRAY
Precision Level	Low	Medium	High
Sensitivity	Low	Medium	High
Speed Accuracy	N/A	Low	High

4.a.3. Optional Non-Invasive Detection

ATS has multiple red light enforcement programs operational utilizing our proposed video detection technology. The video detection interface accepts standard cards built on the common TS2 standard. As such, unlike the proprietary video detection offered by other vendors, ATS leverages proven, commercially available detection technologies. This approach ensures that our systems are constantly updated and leverage the specific research and

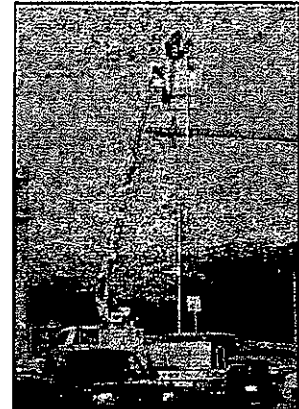


Red Light Photo Enforcement Program

development investment by other specialists in the detection field. There are over 33,000 Iteris Vantage video detector systems currently operating in North America.

The Axis™ RLC-300's proprietary operating system software interfaces with the video detection logic at a low level (processor level) to recognize and filter false triggers which are otherwise a common byproduct of video detection systems.

Video detectors are typically mounted onto an existing signal mast arm or street light arm as illustrated in the picture at the right, from an installation in Arnold, Missouri.



The combination of our technologies and our refined quality processes produce the highest violation capture rates in the industry. Statistics show that our systems detect more vehicles and capture more (20 to 50 percent) violations than any other system. Unlike many other vendor systems, our system can be set to detect and capture violations at slow speeds, below 10 mph. Additionally, the ATS Iteris detection technology has proven capable of accurate detection at high speeds and in all types of weather.

High capture rates are important but they are not the only factor to consider. The ability to detect and capture simultaneous or near simultaneous violations is also critical to your technology choice. ATS also excels in this area.

4.b Wiring Connections

All wiring connections to the traffic signal controllers will be installed by the Proposer under the supervision of City personnel.

ATS understands this requirement and is fully compliant.

ATS will install all wiring connections to the traffic signal controllers under the supervision of City personnel. When we are ready to install the wiring connections, we will contact the City and schedule a time that is convenient to the City to perform the installation.

4.c Interference with Existing City Traffic Signal Detection Loops

At those locations where the placement of red light photo equipment cannot be installed without interfering with existing City traffic signal vehicle detection loops, Proposer will provide, at its expense, video detection equipment for any City detection loops that are removed or made otherwise inoperable.

ATS understands this requirement and is fully compliant.

ATS will provide our video detection equipment, the ATS Iteris system, at any proposed photo enforcement intersection where the City's traffic signal vehicle detection loops are removed or are not working properly. This will be done at our expense.



5. System Operation

5.a Toll-free Number

Proposer shall provide a toll free number support for troubleshooting both software and hardware. Proposer shall have staff available for emergency contact twenty-four (24) hours a day/ seven (7) days a week.

We understand this requirement, and we are fully compliant.

ATS will provide a toll-free phone number for City personnel for troubleshooting our software and hardware components. We will also have staff available for emergencies 24 hours a day, seven days a week.

5.b Downloading of Images and System Inspections

Color digital or video images must be downloaded daily. The system will be inspected by Proposer on site or remotely on a daily basis to verify that it is in proper working order. Proposer shall conduct on-site testing of the system, along with City staff, not less than once each month.

ATS understands this requirement and is fully compliant.

5.b.1. Hourly Downloading of Violation Images

As the RLC-300 captures the violation images, the images pass from the camera to our FTP server. The images are then uploaded into Axis™ hourly from the FTP location.

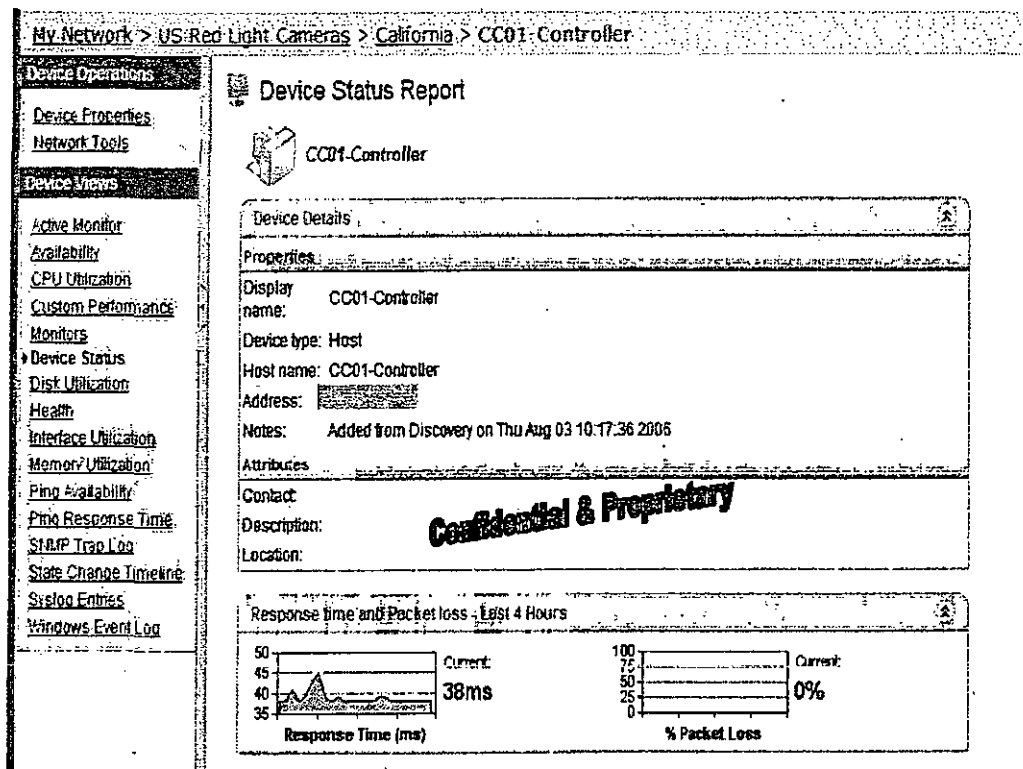
5.b.2. Automated Maintenance Online Monitoring System - AMOMS

The Axis™ RLC-300 system has automated electronic watchdog programs running that send camera status to the Axis™ VPS Processing Center and maintenance staff. When connected to the Internet, the RLC-300 camera will send regular status messages to an Axis™ monitoring server. The Axis™ monitoring server will record camera status for reporting and will send alerts to technicians should the status indicate that service is required. We have technicians monitoring the cameras seven days a week.

The following is a list of conditions that will be monitored.

1. Internet Connection Status
2. RLC-300 Controller Status
3. Violation Count
4. RLC-300 Storage Remaining
5. Violation Transfer Queue
6. Camera Status
7. Camera Controller Status
8. Camera Exposure Settings
9. Camera Storage Remaining
10. Lane Sensor Status

The following is a screen shot from the monitoring system.



5.b.3. On-Site Testing

ATS will perform on-site testing on a monthly basis. We will arrange a convenient day and time with an authorized City representative so that he or she can accompany our maintenance staff during the on-site testing.

5.c System Support and Service Response Levels

Proposer shall respond to any malfunction of the System within twenty-four (24) hours of a discovered malfunction or after City provides notice regarding a System malfunction to Proposer (Malfunction Notice) whichever occurs first. Proposer shall inspect the equipment and functionality of the System as a whole and individually at each of the System intersections not less than weekly for enforced locations. In the event that Proposer discovers any malfunction or defect, or in the event that Proposer receives a Malfunction Notice, Proposer shall notify City Project Manager within twenty-four (24) hours. Proposer shall cause such malfunction or defect to be repaired within forty-eight (48) hours of discovery. The Proposer shall notify the City Project Manager with a written report identifying the problem, available options on how to correct it, and the Proposer's recommendation on how to proceed. City reserves the right to determine the final course of action in all such cases. City shall have the right to be compensated by Proposer for such loss based on the estimated number of citations lost (based on historical citation rates of the enforced approaches where the loss occurs) or if no historical data, the average of all locations for that month).

ATS understands the City's service and maintenance requirements and is fully compliant.



Red Light Photo Enforcement Program

ATS will maintain, repair and replace any system component throughout the duration of the contract. The City will have our full system support from **8:00 am to 5:00 pm PST**, Monday through Friday, with response support during other hours. During training, authorized users will be provided with a step-by-step guide to System Support. The guide will also include detailed instructions on how to obtain service and technical support.

ATS will respond to any malfunction to our red light camera system within 24 hours of the discovered malfunction or after the City provides notice that there is a malfunction, whichever occurs first.

Reported issue-events are logged into our database and assigned for resolution. **Per the City's RFP, all malfunctioning equipment will be repaired within 48 hours of discovery.** The City will always have an ATS contact for use during normal operation and for emergency use (on weekends and holidays) as well. If needed, ATS will coordinate with the City for access to the traffic signal control cabinet. The process used to communicate completion of repairs is by means of email and formal project memorandum within one business day of completion. Specific correspondence protocol can be worked out for the City.

5.c.1. Proactive Maintenance

ATS proactively provides quality control procedures to verify and optimize installed red-light camera programs by deploying specially trained quality control technicians to the site. We stock spare equipment locally to ensure that each camera system operates well within the contract parameters.

In addition to the responsive system support plan mentioned above, we will incorporate a proactive preventive maintenance plan by swapping complete camera systems with previously maintained and inspected camera systems throughout the course of the maintenance route. When a swapped camera system is brought to our service department, our complete 23-point inspection and re-calibration procedure is performed and the system is made ready for reintroduction into the field.

5.c.2. Field Staff Monitoring Best Practices

ATS will provide maintenance and field operation services for the red light program. Each camera will be visited at least once per month for preventive maintenance services.

On a daily basis, ATS staff will perform a series of image quality audits for every deployed camera. These maintenance personnel discover any camera faults including focus or setup problems immediately. The staff is trained to act immediately to correct deficiencies that would compromise contracted service levels or internal quality control standards. We will also notify the City Project Manager of the malfunction within 24 hours of the discovery. A written report will be sent to the City Project Manager when we notify him or her of the malfunction.

Additionally, the ongoing image review process generates reject reports identifying camera-based rejects. The field office manager receives these reports on a daily basis, identifies the issue and rapidly resolves the issue at the camera level.

Should repair or replacement be required on-site, ATS uses its own trained staff or factory-trained subcontractor technicians to perform repairs. Our systems will be repaired or replaced within a 48-hour time frame.

ATS systems are self-monitoring and communicate regularly with the network monitoring center. Additionally, if field units do not "phone home" as expected, trained staff is alerted by the network monitoring center system so that technical investigation can be completed.



5.d Repair or Replacement of Equipment

Proposer shall be solely responsible for remediation or replacement of any equipment or software installed by Proposer in the event that such remediation or replacement is required due to conditions not caused by the City or any of the City's employees, agents, or independent contractors. The Proposer will warrant and maintain all equipment throughout the duration of the contract.

ATS understands the City's requirements. We will repair or replace any of our equipment or software when necessary, as long as the conditions were not caused by the City or any of the City's employees, agents, or independent contractors. We will also warrant and maintain all of our equipment throughout the duration of the contract.

5.e Citation Form

The Proposer, after consultation with the City and County Courts, shall develop a citation form to be used. The citation form must be acceptable to the Judicial Council of California (see sample on page 47).

ATS understands the City's requirement. We will work with the City to develop a format for the City. ATS has developed a citation format based on the Judicial Council of California's TR-115 form and is currently using this in the Capitola, Cathedral City, Covina and Millbrae photo enforcement programs.

An example of our citation is on the following page.

VIOLATION PROCESSING CENTER
209 W. Main Street
Mesa, AZ 85201

**CITY OF CAPITOLA
POLICE DEPARTMENT
RED LIGHT CAMERA PROGRAM**



NOTICE OF VIOLATION

NOTICE # 0040600001234

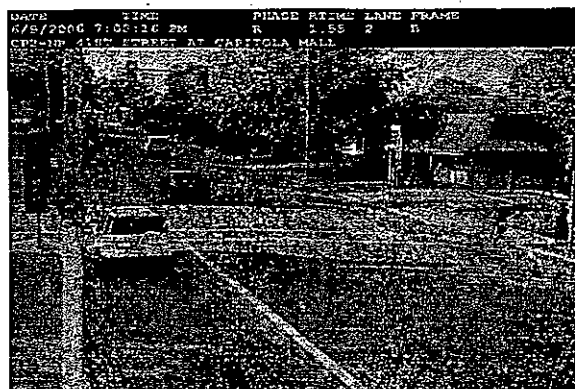
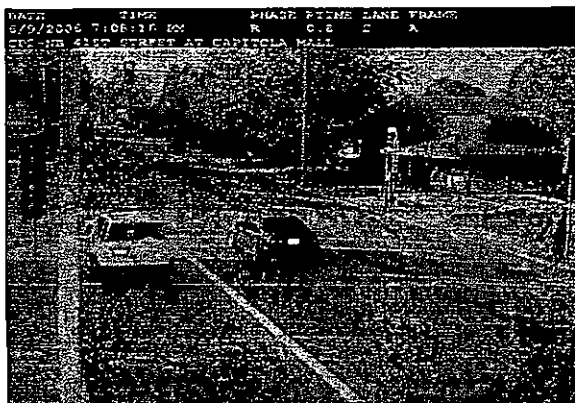
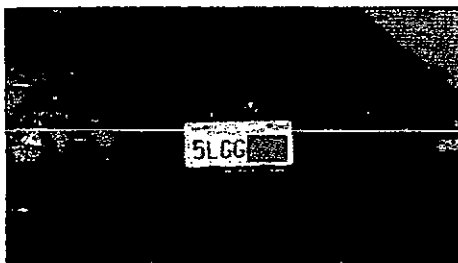
PIN # 1234

HALL

SACRAMENTO

CA 95817

City of Capitola Police Department					
NOTICE TO APPEAR			RLA00569		
Automated Traffic Enforcement System					
Date of Violation		Time		Case Number	
06/09/2006		07:08:16PM			
Name					
[REDACTED]					
Address					
[REDACTED]					
City			State		Zip Code
SACRAMENTO			CA		95817
Driver Lic No		State	Class	Commercial	Age
D704[REDACTED]		CA	C	Yes	
Birthdate					
03/10/1986					
Sex	Hair	Eyes	Height	Weight	Race
F	BLK	BRO	5-05	160	
Vehicle Lic No		State	<input type="checkbox"/> COMMERCIAL VEHICLE (Veh. Code. § 15210(b))		
5LGG892		CA	<input type="checkbox"/> HAZARDOUS MATERIAL (Veh. Code. § 353)		
Yr. of Veh.	Make	Model	Body Style	Color	
1994	HOND				
Registered Owner or Lessee					
[REDACTED]					
Address					
[REDACTED]					
City			State		Zip Code
SACRAMENTO			CA		95817
Code and Section			Description		
Vehicle Code 21453(a)			Red Light Violation		
Location of Violation			City of Occurance		
NB 41ST STREET AT CAPITOLA MALL			Capitola		
Violation was not committed in my presence. The above is declared on information and belief and is based on photographic evidence. I declare under penalty and perjury under the laws of the State of California the foregoing is true and correct.					
Date Issued		Declarant		ID No.	
06/15/2006		MATTHEW R. ELLER		516	
YOU MUST RESPOND TO THE COURT ON OR BEFORE:					
WHEN:		DATE: 07/24/2006 TIME: 9:00 AM			
WHAT TO DO: FOLLOW INSTRUCTIONS ON THE REVERSE					
WHERE:		Santa Cruz County Superior Court Clerk's Office Hours 701 Ocean Street, Monday - Friday Room 060 8:00 AM - 4:00 PM Santa Cruz, CA 95060 (831) 454-2070			
Judicial Council of California Form DEFENDANT COPY					
Rev. 09-20-05 (Veh. Code § 40518)		SEE REVERSE		TR - 115	



CACAP_FN20060615_1.PDF



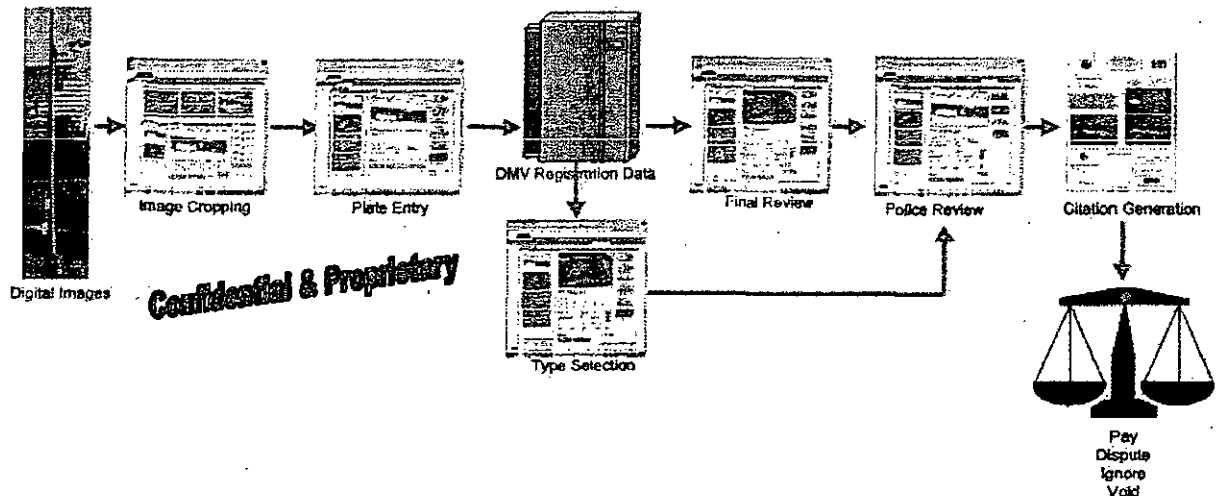
5.f Citation Processing System

The Proposer shall process the color digital or video images of each violation. The license plate of the vehicle must be used to identify the registered owner through information maintained by the Department of Motor Vehicles (DMV) and accessed by the Proposer. The Proposer shall electronically send the SDPD a completed notice of violation containing all color photographs within five (5) working days following retrieval of the film, digital or video images. The SDPD will review all violation incidents and electronically notify the successful Proposer of each citation to be processed and mailed.



ATS understands the City's citation processing requirements. The Axis™ VPS (Violation Processing System) is a full-featured red light camera violation processing solution, which is managed and maintained at our Scottsdale Data Center. The system has been

designed to enable image review and full processing of traffic violations for enforcement programs across North America. This application will enable local and remote staff as well as City and police personnel to perform the full range of processing functions and services required by your RFP.



Axis™ VPS supports the following system and service capabilities:

- Field service image quality audits
- Chain of Custody support
- Digital image loading, image cropping and image enhancement
- Initial image review and license plate entry
- Extensive U.S. and Canadian DMV accessibility
- Multiple Plate Types and Multiple Owners Selection Screens
- Routing of violations to the Contract Administrator to review those with fictitious plates, altered plates, suspended plates or those reported stolen
- Quality control image review by a second operational staff member
- Citation printing and mailing
- Web, Lockbox or IVR payment processing and tracking
- Document Escalation / Process Serving for over-due unpaid citations / notices

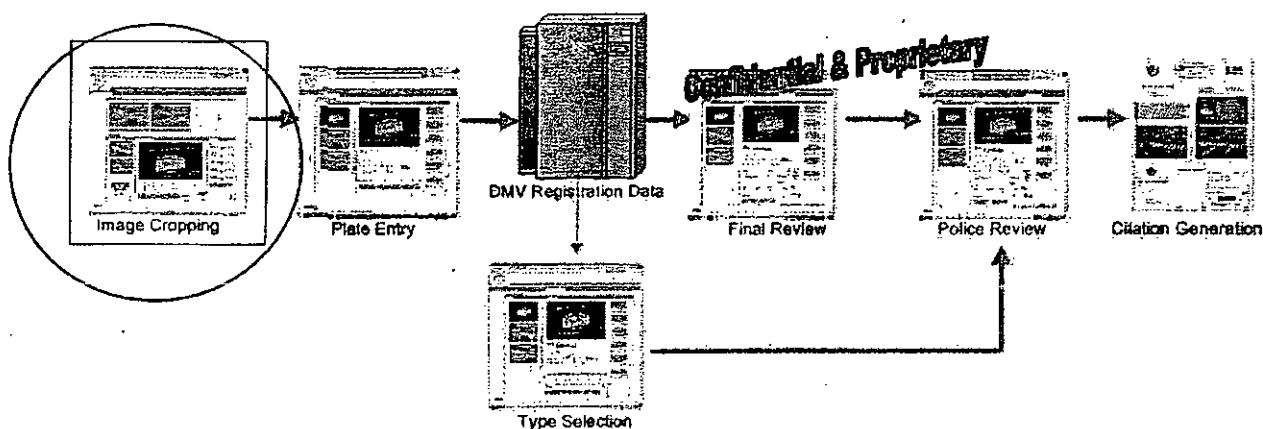


Red Light Photo Enforcement Program

- Postal returned mail processing
- Transfers of liability based on identification of the driver
- Customer call handling and support
- Hearing and Adjudication Support including automated evidence package generation
- Inbound and outbound customer correspondence management
- *Statistical, Financial and Operational report generation*
- Archiving, data management and security

The following sections provide a summary level description of the violation process as well as the extended capabilities of the Axis™ Violation Processing solution.

5.f.1. Violation Loading and Image Cropping



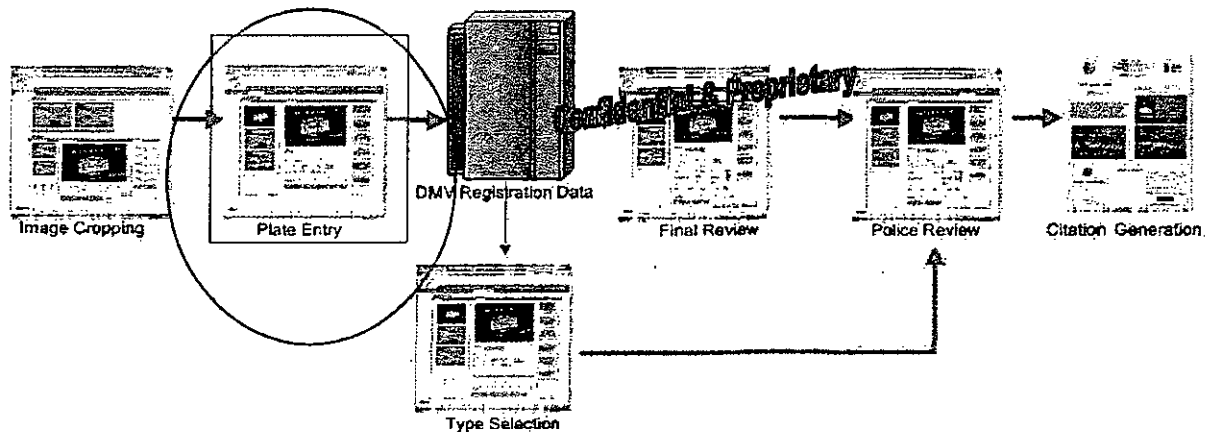
The first step in the process after automatic data retrieval is image cropping and tuning. Unlike other vendors which use a separate plate camera, the plate image is extracted from the original full scene image, ensuring the integrity of the image set and chain of evidence. The image cropping step also enables the image review technician to make contrast or color adjustments to optimize enforceability and reduce disputes in court.

Quality Assurance Note: Unlike many other solutions, Axis™ VPS will not allow violations to be loaded that do not meet minimum data quality standards. These include violations where the amber phase timing is below the client-established threshold and violations that are older than the client established "process by date." These types of safeguards will maintain the credibility of your program and keep the news organizations focused on the positive benefits of your program.



Red Light Photo Enforcement Program

5.f.2. Plate Entry



The next step in the total quality process is the image review process called Plate Entry. The violation data and images are automatically forwarded to the Violation Data Entry Specialist by the Axis™ system based on the violation date; the oldest violation is always provided to the reviewer next.

Quality Assurance Note: The Axis™ Plate Entry Screen includes an integrated database of license plate sample images for every state in the U.S. and Canadian Provinces. As such, Image Review Specialist can compare the official sample plate colors and letters to the violation image to provide better quality assurance for the City and reduce mistakes that lead to wrongly issued notices.

5.f.3. Motor Vehicle Registration Data Acquisition / NLETS Certified

This step in the process of owner registration data is obtained automatically and without manual intervention by ATS staff or City officials utilizing an automated online and real-time interface established with NLETS.

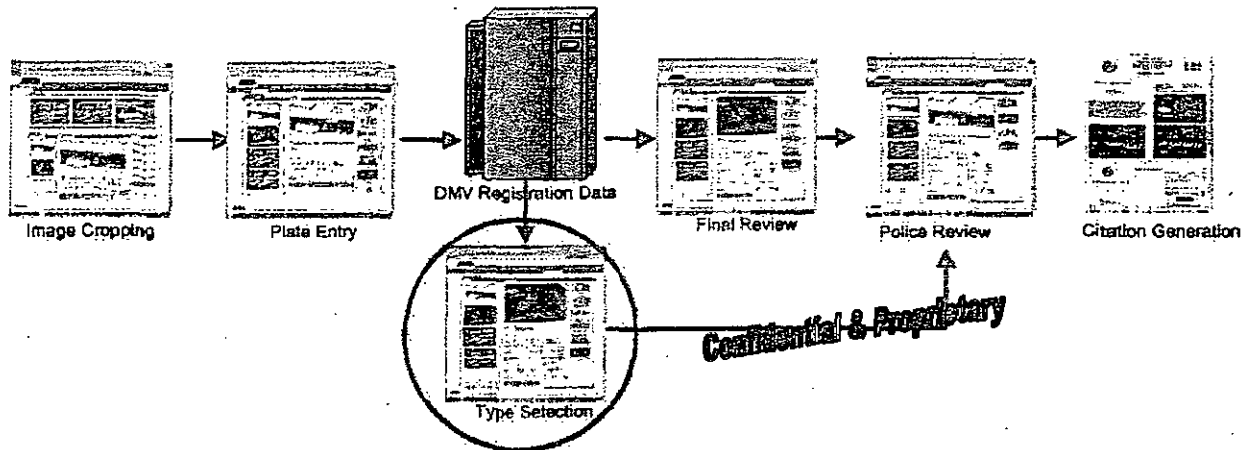
In addition to the NLETS portal, ATS also maintains direct connections with DMVs across the country. ATS has established connections with the California Department of Motor Vehicles for automobile registrations and California Driver's License information. We also have relationships with third party data providers and data mining service providers for skip tracing services. We process thousands of violations every day for our customers in WA, CA, CO, AZ, TX, TN, MO, MD, PA and NY, each of which also generate scores of out-of-state violations and record requests daily. Our hit rate is entirely dependent upon the quality of the data provided by each individual DMV. The current rate is in excess of 95%.

ATS currently performs this function for all of its active programs. These services have been used very successfully in New York City; Avondale, AZ; Greenwood Village, CO; Capitola, CA; Arnold, MO and Red Bank, TN programs. Our out-of-state license registration has resulted in processing and locating an additional 40,000 registered owner records for the New York City's program alone. This generated \$2 million in additional revenue for the City, based only on a \$50.00 civil penalty. Since we implemented out-of-state data retrieval, an extra \$6 million has been collected for one customer alone. Typically, we have been able to locate over 95% of the out-of-state plate records.



Red Light Photo Enforcement Program

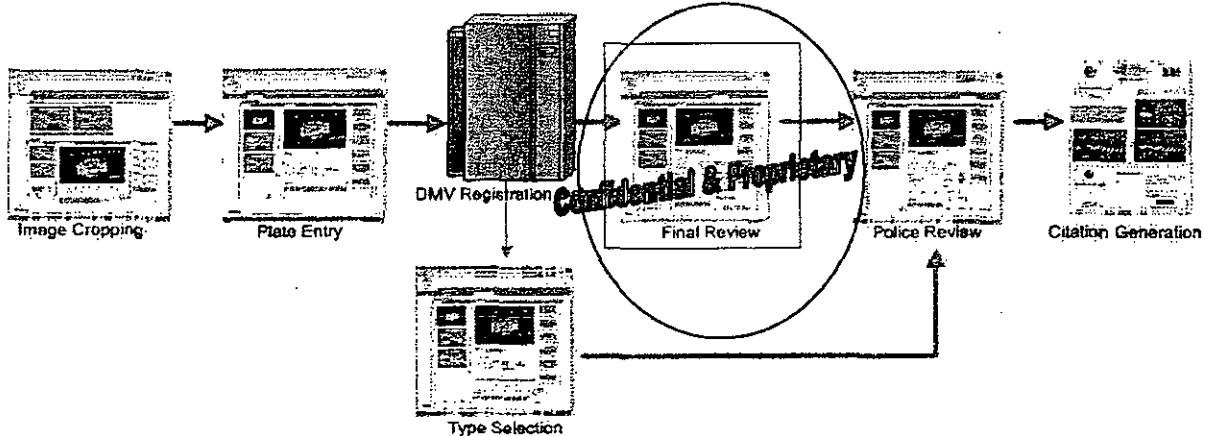
5.f.4. Type Selection



If multiple registration data is returned by the DMV, then the violation image is moved to the Type Selection process. Here, our Quality Assurance Specialists have access to decision support tools to show every plate and the front and rear images of every vehicle brand and make. Because the Axis™ cameras capture data with such high resolution and color, day or night, the make and model information is more easily apparent on the captured photos.

Sometimes, state DMVs (Illinois, New York, etc.) will return multiple registrations for a single plate and the Axis™ VPS system allows the Quality Assurance Specialist to select the appropriate registration or to revise and resubmit incorrect license plate information.

5.f.5. Final Review

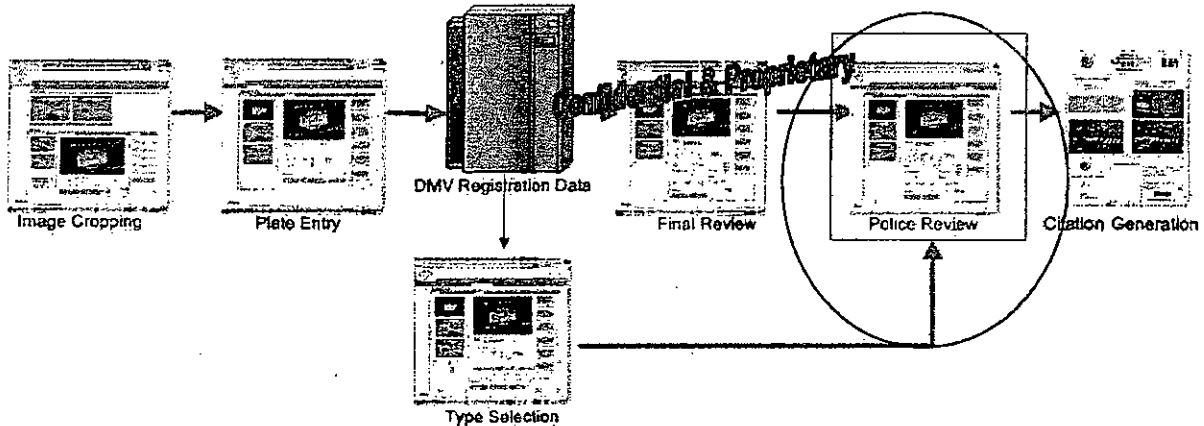


In the Final Review step, a second ATS Quality Assurance Specialist performs a final review of the violation images and verifies that the vehicle license plate, registration information and vehicle information matches the vehicle shown in the images.



Red Light Photo Enforcement Program

5.f.6. Police Review



The violation images and data will be ready for City review within five working days following retrieval of the violation images.

Authorized City of San Diego personnel shall have the final review of all violations and their images. Using any computer connected to the Internet over a VPN connection that will be implemented between ATS and the City of San Diego, assigned Police personnel can view, approve or discard any images of violations. **This process takes only less than 30 seconds per violation.** The system security is enabled through a VPN 3DES encryption, so the City can be confident that no unauthorized tampering or usage is possible.

The following pages show the Axis™ VPS Police Review Screens.



Red Light Photo Enforcement Program




Capitola Police
VIOLATION PROCESSING

HOME CHANGE CLIENT LOGOUT


Violation: 1000000 Document Management Report Configuration User Preferences

RED LIGHT VIOLATION


Overview 1:




Overview 2:



License Plate:




Driver:



DATE	TIME	AMBER	SPEED	PHASE	RTIME	LANE	FRAME
5/4/2007	5:58:04.7 PM	4.1	14	R	0.35	3	A

VIDEO: N/D SAN JUANCA AVE & ROWLAND ST



Driver Name: JOHN JOE DOE

Driver License Number: C42345678

DL State: CA

Class: Class C Non-Commercial

DOB: July 27 1969 **Gender:** Male

Hair: BRO **Eye:** GRN

Weight: 190 **Height:** 6-02

(Numbers only) (FT-IN)

DRIVER

Violation Count: 5 Gamma

State: CA **Plate Number:** 4XRX **Plate Type:** Select plate type

Vehicle Type: CIVILIAN

Date/Time: 5/26/2005 11:51:01 AM

Intersection: 65 41ST STREET AT CAPITOLA MALL

☒ Commercial

Last Name: DOE **First:** JOHN **Middle:** JOE

Address 1: 323 ANY STREET **City:** SANTA CRUZ **State:** CA

Address 2: **Zip:** 95065

Vin #: JH1RD085X **Year:** 2005 **Style:**

Make: MERCEDES **Model:** **Color:**

ACCEPT **REJECT** **select reason** **VIDEO**

Confidential & Proprietary

Axis VPS

VIOLATION PROCESSING SYSTEM © Copyright 2002 American Traffic Solutions Inc. All Rights Reserved.

Police Review Screen - A Shot





Red Light Photo Enforcement Program





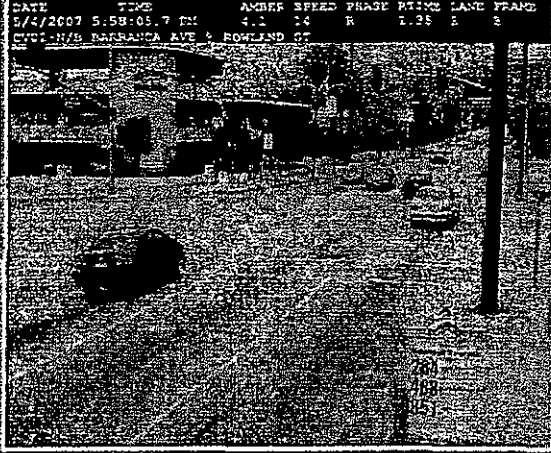


Capitola Police
VIOLATION PROCESSING

HOME DONATE CREDIT LOGOUT

Violation Work Document Management Reports Administration Preferences

RED LIGHT VIOLATION

Overview 1: 	Overview 2: 	License Plate: 	Driver: 																																																								
<table border="1"><thead><tr><th>DATE</th><th>TIME</th><th>AMBER</th><th>SPEED</th><th>PHASE</th><th>PTIME</th><th>LANE</th><th>FRAME</th></tr></thead><tbody><tr><td>5/24/2007</td><td>5:58:03.7 PM</td><td>4.2</td><td>14</td><td>R</td><td>1.25</td><td>2</td><td>2</td></tr><tr><td colspan="8">CITY: 2175 BARNHART AVE & ROWLAND ST</td></tr></tbody></table> 				DATE	TIME	AMBER	SPEED	PHASE	PTIME	LANE	FRAME	5/24/2007	5:58:03.7 PM	4.2	14	R	1.25	2	2	CITY: 2175 BARNHART AVE & ROWLAND ST																																							
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CITY: 2175 BARNHART AVE & ROWLAND ST																																																											
<table border="1"><tr><td>Driver Name</td><td colspan="3">JOHN DOE DOE</td></tr><tr><td>Driver License Number</td><td colspan="3">C12345678</td></tr><tr><td>DL State</td><td colspan="3">CA</td></tr><tr><td>Class</td><td colspan="3">Class C Non-Commercial</td></tr><tr><td>DOB</td><td>July 27 1969</td><td>Gender</td><td>M</td></tr><tr><td>Hair</td><td>BRO</td><td>Eye</td><td>GRY</td></tr><tr><td>Weight</td><td>190</td><td>Height</td><td>6-02</td></tr><tr><td colspan="2">(Numbers only)</td><td colspan="2">(FT-IN)</td></tr><tr><td colspan="4"><input type="button" value="DRIVER"/></td></tr></table>				Driver Name	JOHN DOE DOE			Driver License Number	C12345678			DL State	CA			Class	Class C Non-Commercial			DOB	July 27 1969	Gender	M	Hair	BRO	Eye	GRY	Weight	190	Height	6-02	(Numbers only)		(FT-IN)		<input type="button" value="DRIVER"/>																							
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Violation Count:	5	Gamma																																																									
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Vin #:	1HLRD88X	Year:	2005																																																								
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<input type="button" value="VIDEO"/>																																																											

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Axis VPS
VIOLATION PHOTO SYSTEM Copyright 2005 American Traffic Solutions, Inc. All Rights Reserved

Police Review Screen - B Shot





Red Light Photo Enforcement Program



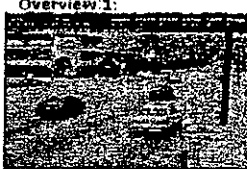
Capitola Police
VIOLATION PROCESSING

[HOME](#) [CHARGE CLIENT](#) [LOGOUT](#)

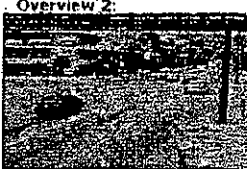
[Violation Workflow](#) [Document Management](#) [Reports](#) [Printer Setup](#) [Preferences](#)

RED LIGHT VIOLATION

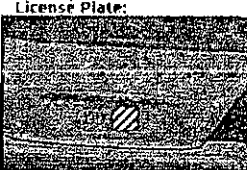
Overview 1:



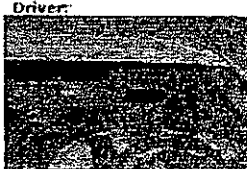
Overview 2:




License Plate:



Driver:





Driver Name: JOHN JOE DOE

Driver License Number: C12345678

DL State: CA

Class: C Non-Commercial

DOB: July 27 1969 **Gender:** Male

Hair: BRN **Eye:** GRN

Weight: 190 **Height:** 6-02

(Numbers only) (FT-IN)

DRIVER

Violation Count: 5 **Gamma:** 1

State: CA **Plate Number:** 4XRX **Plate Type:** select plate type

Vehicle Type: CIVILIAN

Date/Time: 9/26/2006 11:51:01 AM

Intersection: SB 43RD STREET AT CAPITOLA MALL

☒ **Commercial**

Last Name: DOE **First:** JOHN **Middle:** JOE

Address 1: 123 ANY STREET **City:** SANTA CRUZ **State:** CA

Address 2: **Zip:** 95060

Vin #: 3FLRD685L **Year:** 2005

Make: MERCEDES **Model:**

Style: **Color:**

ACCEPT **REJECT** **select reject reason:** **VIDEO**

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ATSS VPS

VIOLATION REVIEW SCREEN © Copyright 2006 American Traffic Solutions, Inc. All Rights Reserved

Police Review Screen – Front Shot





Red Light Photo Enforcement Program



Capitol Police
VIOLATION PROCESSING

HOME LOGIN/CLIENT LOGOUT

Violation Workflow Document Management Reports Configuration System

RED LIGHT VIOLATION

Overview 1:



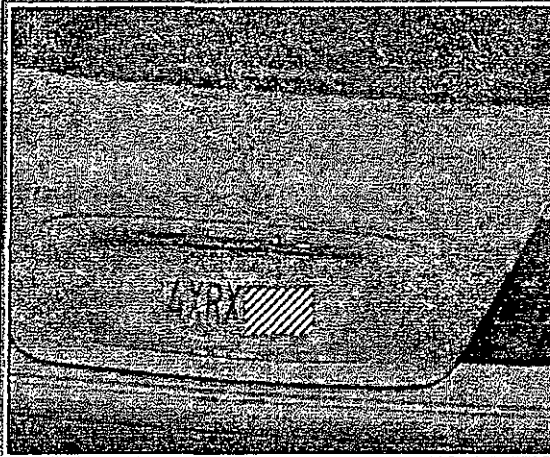
Overview 2:



License Plate:



Driver:



Driver Name

JOHN JOE DOE

Driver License Number

C12345678

DL State

CA

Class

Class C Non-Commercial

DOB

July 27 1969

Gender

Male

Hair

BRO

Eye

GRY

Weight

190

Height

6-02

(Numbers only)

(FT-IN)

DRIVER

Violation Count: 5

Gamma

State

CA

Plate Number

4XRX

Plate Type

Selected Plate Type

Vehicle Type

CIVILIAN

Date/Time: 9/26/2006 11:51:01 AM

Intersection: SB 41ST STREET AT CAPITOLA MALL

☐ Commercial

Last Name

DOE

First

JOHN

Middle

JOE

Address 1

423 ANY STREET

City

SANTA CRUZ

State

CA

Address 2

Zip

95065

Vin

1HLD85X

Year

2005

Style

Make

MERCEDES

Model

Color

ACCEPT

REJECT

Select reject reason

VIDEO

Confidential & Proprietary

ATS VPS

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License Plate Review





Red Light Photo Enforcement Program

The following Police Review screen shows how a selected image can be enlarged. When the cursor glides over the magnifying glass, the selected image immediately pops up and overlays the screen. No clicking is necessary.




Capitola Police
VIOLATION PROCESSING

[HOME](#) [CHANGE CLIENT](#) [LOGOUT](#)


[Violation History](#)
[Document Management](#)
[Reports](#)
[Configuration](#)
[Preferences](#)

RED LIGHT VIOLATION


Overview 1:




Overview 2:



License Plate:



Driver:




DATE	TIME	AMBER	SPEED	PHASE	RTIME	LANE	FRAME
5/4/2007	5:58:15.7 PM	4.1	14	R	1.35	3	B

CV02-N/B BARRANCA AVE @ ROWLAND ST

DATE	TIME	AMBER	SPEED	PHASE	RTIME	LANE	FRAME
5/4/2007	5:58:05.7 PM	4.1	14	R	1.35	3	B

CV02-N/B BARRANCA AVE @ ROWLAND ST



Address 2: Zip:

Vin #: Year: Style:

Make: Model: Color:

ACCEPT
REJECT
Select reject reason:
VIDEO

Confidential & Proprietary


Axis VPS

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Red Light Photo Enforcement Program

The Axis™ VPS system also allows driver identification and verification with the California Driver's License system. The upper right hand corner of the police review screens is populated with the corresponding registered vehicle owner's Driver's License information. This can be used as gender and driver verification where required. A sample screen is shown below.




Capitola Police
VIOLATION PROCESSING

[HOME](#) [CHANGE CLIENT](#) [LOGOUT](#)


[Violations](#) [Documents Management](#) [Reports](#) [Configuration](#) [Preferences](#)

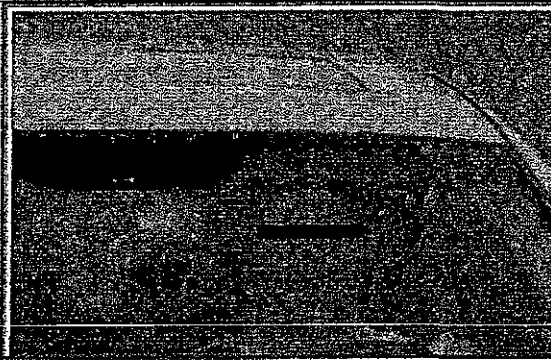
RED LIGHT VIOLATION

Overview 1:



Overview 2:





Driver Name: JOHN JOE DOE

Driver License Number: C12345678

DL State: CA

Class: Class C Non Commercial

DOB: July 27 1969

Gender: M

Hair: BRN

Eye: GRN

Weight: 180

Height: 5-02

(Numbers only) (FT-IN)

DRIVER

Edit Driver | Assign Driver | Status | ID# | Date/Time | City | Class | DOB | Gender | Race | Birth Date | M.I. | Reason

Driver License Number: C12345678 DL State: CA Class: Class C Non Commercial DOB: July 27 1969 Gender: M Hair: BRN Eye: GRN Weight: 180 Height: 5-02 (Numbers only) (FT-IN)		Date/Time: 04/20/2007 5:58:04 PM Intersection: NB BARRANCA AVE AT ROWLAND ST Last Name: DOE Address 1: 12345 Main St First Name: JOHN Middle: JOE City: SAN JOSE State: CA Zip: 95131
--	--	--

Confidential & Proprietary

Done


Internet

Axis VPS

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Red Light Photo Enforcement Program




Capitola Police
VIOLATION PROCESSING

[HOME](#) [CHANGE USER](#) [LOGOUT](#)


[Violator Workflow](#)
[Document Management](#)
[Reports](#)
[Configuration](#)
[Preferences](#)

RED LIGHT VIOLATION


Overview 1:




Overview 2:



License Plate:



Driver:



DATE	TIME	VIOLATION	SPEED	PLATE
5/4/2007	5:58:55.7 PM	4.1	14	R
17002-N/E BARRANCA AVE & ROLAND ST				

Vehicle Type:

- ☐ Ambulance
- ☐ Commercial
- ☐ Dealer
- ☐ Exempt
- ☐ Farm
- ☐ Farm Radio
- ☐ Handicap
- ☐ IPP
- ☐ LTR-REG
- ☐ LTR
- ☐ Official
- ☐ OMI
- ☐ OMC
- ☐ OMT
- ☐ ORG
- ☐ PAS-GEN
- ☐ PAS-REG
- ☐ Passenger
- ☐ PC
- ☐ POW
- ☐ PUP-REG
- ☐ PSD
- ☐ Rec/Off Road
- ☐ REG
- ☐ Regular
- ☐ Regular Passenger
- ☐ Regular Truck
- ☐ Select plate type
- ☐ Vehicle Type
- ☐ CMI-JAN

Driver Name:
JOHN JOE DOE

Driver License Number:
042345678

DL State:
CA

Class:
Class 6 Non-Commercial

DOB:
July 27 1969

Gender:
M

Hair:
BRN

Eye:
GRN

Weight:
180

Height:
6-02

(Numbers only) (FT-IN)

DRIVER

Notes

QUEUE HISTORY

Violation Count: **5**

State: **CA** **Plate Number:** **4XRX**

Date/Time: **5/26/2006 11:51:01 AM**

Intersection: **SB 41ST STREET AT CAPITOLA MALL**

☐ Commercial

Last Name: **DOE**

Address 1: **123 ANY STREET**

Address 2:

Vin #: **1H4RD6657**

Make: **MERCEDES**

First: **JOHN**

City: **SANTA CRUZ**

Zip: **95065**

Year: **2005**

Model:

Middle: **JOE**

State: **CA**

Style:

Color:

ACCEPT

REJECT

select reject reason

VIDEO

Confidential & Proprietary

Axis VPS

VIOLATION PHOTO SYSTEM © Copyright 2005 American Traffic Solutions, Inc. All Rights Reserved

Plate Type Screen



Red Light Photo Enforcement Program



Capitola Police
VIOLATION PROCESSING

HOME CHANGE CLIENT LOGOUT

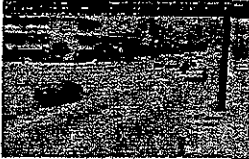
Violation Management Document Management Reports Configuration Preferences

RED LIGHT VIOLATION

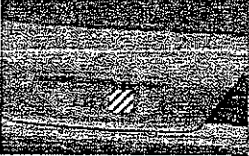
Overview 1:



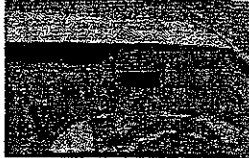
Overview 2:



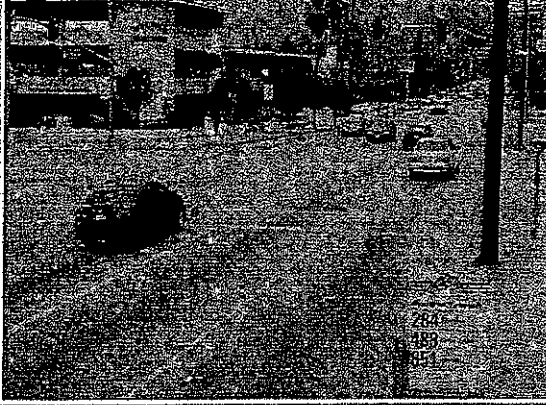
License Plate:



Driver:



DATE: 5/4/2007 TIME: 5:58:05.7 PM AMBER SPEED PHASE ACTIVE LANE TRANS
CV02-N/B BARRANCA AVE & ROWLAND ST



Driver Name

JOHN JOE DOE

Driver License Number

C12345678

DL State

CA

Class

Class C Non Commercial

DOB

July 27 1969

Gender

M

Hair

BRO

Eye

GRY

Weight

160

Height

507

(Numbers only)

(FT-IN)

DRIVER

Violation Count: 5

Camera

State:

CA

Plate Number:

4XRX

Plate Type:

selected plate type

Vehicle Type:

CIVILIAN

Date/Time: 5/4/2007 5:58:04 PM

Intersection: NB BARRANCA AVE AT ROW

select vehicle type

CIVILIAN

GOVERNMENT VEHICLE

PUBLIC TRANSIT

☐ Commercial

Last Name: DOE

First: JOHN

Middle: JOE

Address 1: 123 ANY STREET

City: SANTA CRUZ

State: CA

Address 2:

Zip: 95065

Vin #: NMLR0885X

Year: 2005

Style:

Make: MERCEDES

Model:

Color:

ACCEPT

REJECT

select reject reason

VIDEO

Confidential & Proprietary

Axis VPS

VIOLATION PHOTO SYSTEM © Copyright 2005 American Traffic Solutions Inc. All Rights Reserved

Vehicle Type Screen





Red Light Photo Enforcement Program

Authorized San Diego Police personnel shall have the final review of all violations and their images. Assigned and approved City personnel can view, approve or reject any images of violations. To reject, a reason is selected from a drop down list as seen below.

Capitolia Police
VIOLATION PROCESSING

[HOME](#) [CHANGE USER](#) [LOGOUT](#)

[Dashboard](#) [Violation](#) [Document Management](#) [Reports](#) [Configuration](#) [Preferences](#)

RED LIGHT VIOLATION

Overview 1:

Overview 2:

License Plate:

Driver:

DATE	TIME	AMBER	SPEED	PHASE	RTIME	LANE	FRAME
5/4/2007	5:58:05.7 PM	4.1	14	R	1.35	3	5

CV01: N/B BARRANCA AVE @ ROWLAND ST

Driver Name: JOHN JOE DOE

Driver License Number: C12345678

DL State: CA

Class: CLASS C Non Commercial

DOB: July 27 1969 **Gender:** Male

Hair: BRO **Eye:** GRN

Weight: 180 **Height:** 6-02

(Numbers only) (FT-IN)

Violation Count: 5

State: CA **Plate Number:** 4XRX

Date/Time: 5/4/2007 6:58:04 PM

Intersection: N/B BARRANCA AVE @ ROWLAND ST

☐ Commercial

Last Name: DOE

Address 1: 123 ANY STREET

Address 2:

Vin #: JHLFD885X

Make: MERCEDES

Reasons:

- ☐ BAD ADDRESS INFORMATION
- ☐ BAD DATA BAR
- ☐ BAD WEATHER
- ☐ BUSINESS VEHICLE
- ☐ CAMERA FOCUS - FRONT
- ☐ CAMERA FOCUS - REAR
- ☐ CAMERA MALFUNCTION
- ☐ DARK SHOT A
- ☐ DARK SHOT B
- ☐ DIRTY HOUSING LENS
- ☐ ENTRY POLICE OFFICER/DIPLOMAT
- ☐ FACE OBSTRUCTED - OTHER
- ☐ FACE OBSTRUCTED - DOOR FRAME
- ☐ FLAGMAN / WAVE THRU
- ☐ FRAME B ON GREEN
- ☐ FRT IMAGE VEH POS - TOO FAR
- ☐ FRT IMAGE VEH POS - TOO NEAR
- ☐ FUNERAL PROCESSION
- ☐ LOW LIGHT - NO DRIVER ID
- ☐ LOW LIGHT - NO PLATE ID
- ☐ NO DAY MATCH RECORD
- ☐ NO FLASH - FRONT
- ☐ NO FLASH - REAR
- ☐ NO PLATE/TEMPORARY PLATE
- ☐ NO RED LIGHT IN PICTURE A
- ☐ NO RED LIGHT IN PICTURE B
- ☐ NON CAR
- ☐ OTHER
- ☐ OUT OF STATE UNAVAILABLE

ACCEPT

REJECT

Notes:

QUEUE HISTORY

Middle: JOE

State: CA

Style:

Color:

VIDEO

Confidential & Proprietary

ATS VPS
SOLUTION FOR VIDEO SYSTEM © Copyright 2005 American Traffic Solutions, Inc. All Rights Reserved

5.g Violation Information

The Proposer shall ensure that there are clear, unobstructed images for each violation as directed and approved by the SDPD. Enlarging images for court proceeding may be required. Each captured image must be clearly discernible and visible to the naked eye without the use of enhancement equipment. All images, which result in the filing of a violation, shall clearly show the following:



Red Light Photo Enforcement Program

1. Vehicle running the red light continuously, starting at a location before the vehicle enters the intersection against a red traffic indicator.
2. The violating vehicle must be in a position prior to the limit line in the first front photograph. The second front photograph of the vehicle must clearly capture an image of the driver for identification.
3. The signal light indication must be in the red phase and visible in the first rearview photograph. The violating vehicle must be in a position prior to the limit line in the first rearview photograph.
4. A clear image of the license plate must be visible in one of the photographs.
5. The system shall provide images for multiple red light violators in a single traffic signal cycle.
6. A minimum nine (9) second digital video file of each red light violation, capable of identifying vehicles traveling through the intersection during the red light phase. The video shall capture a view of the traffic signal from the direction in which the driver is approaching.
7. All images shall include a data line with the following information imprinted upon the image, but not in obstruction of violation images:
 - a. Day, month, and year of the alleged violation.
 - b. Time of alleged violation (hh:mm:ss).
 - c. Speed of the vehicle photographed.
 - d. Traffic signal phase.
 - e. Elapsed time since onset of red light.
 - f. Direction of travel of photographed vehicle.
 - g. Identification of operator processing the image.
 - h. Information identifying the location.
 - i. Frame sequence number.

ATS understands and meets all of these requirements.

5.g.1. Enlarging Images for Court Proceedings

Court personnel will be able to utilize the same features of our Axis™ system as the Police will be able to do. As shown in one of the previous Police Review screens, any selected image can be viewed and enlarged.

5.g.2. "A" and "B" Shot

The RLC-300 Red Light Camera captures a single set of high resolution images showing the violating vehicle running the red light continuously. The first rear image or the "A" shot is captured from the rear approach showing the scene of the violation including the back of the violating vehicle in front of the stop line (or crossing if desired); one or more visible red light signals; and a clear image of the license plate of the offending vehicle, all from the single, base image. The "B" shot is also captured from the rear approach showing: the scene of the violation including the back of the violating vehicle after the rear axle has crossed the stop line and the vehicle has illegally entered the intersection; one or more visible red light signals; and a clear image of the license plate of the offending vehicle, all from the single, base image. Below are sample "A" and "B" shots.



Red Light Photo Enforcement Program

DATE	TIME	PHASE	RTIME	LANE	FRAME
1/20/2007	11:37:54.8 AM	R	0.45	4	A

MI03-E/B MILLBRAE AVE @ ROLLINS RD

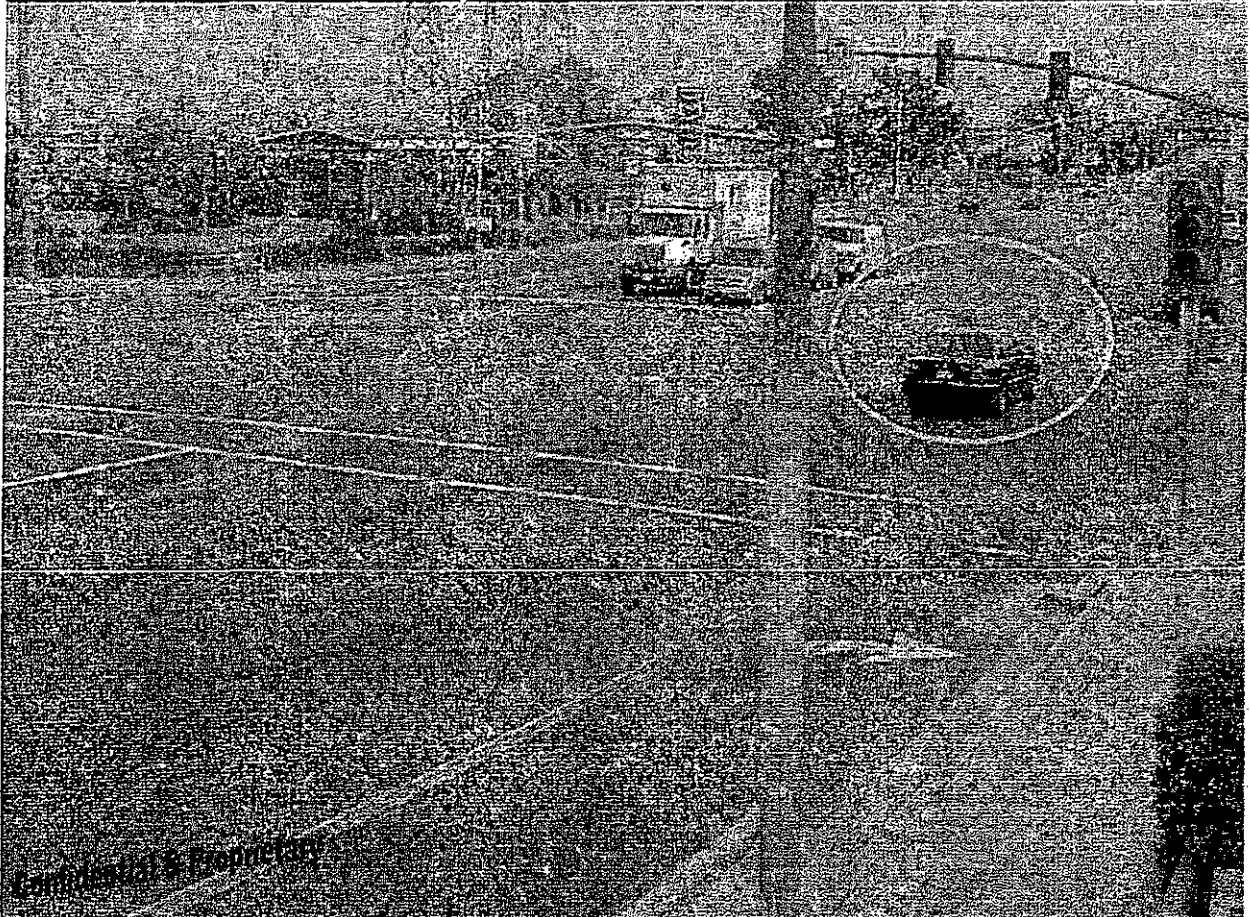


"A" Shot





DATE TIME PHASE RTIME LANE FRAME
1/20/2007 11:37:55.7 AM R 1.4 4 B
MI03-E/B MILLBRAE AVE @ ROLLINS RD



"B" Shot

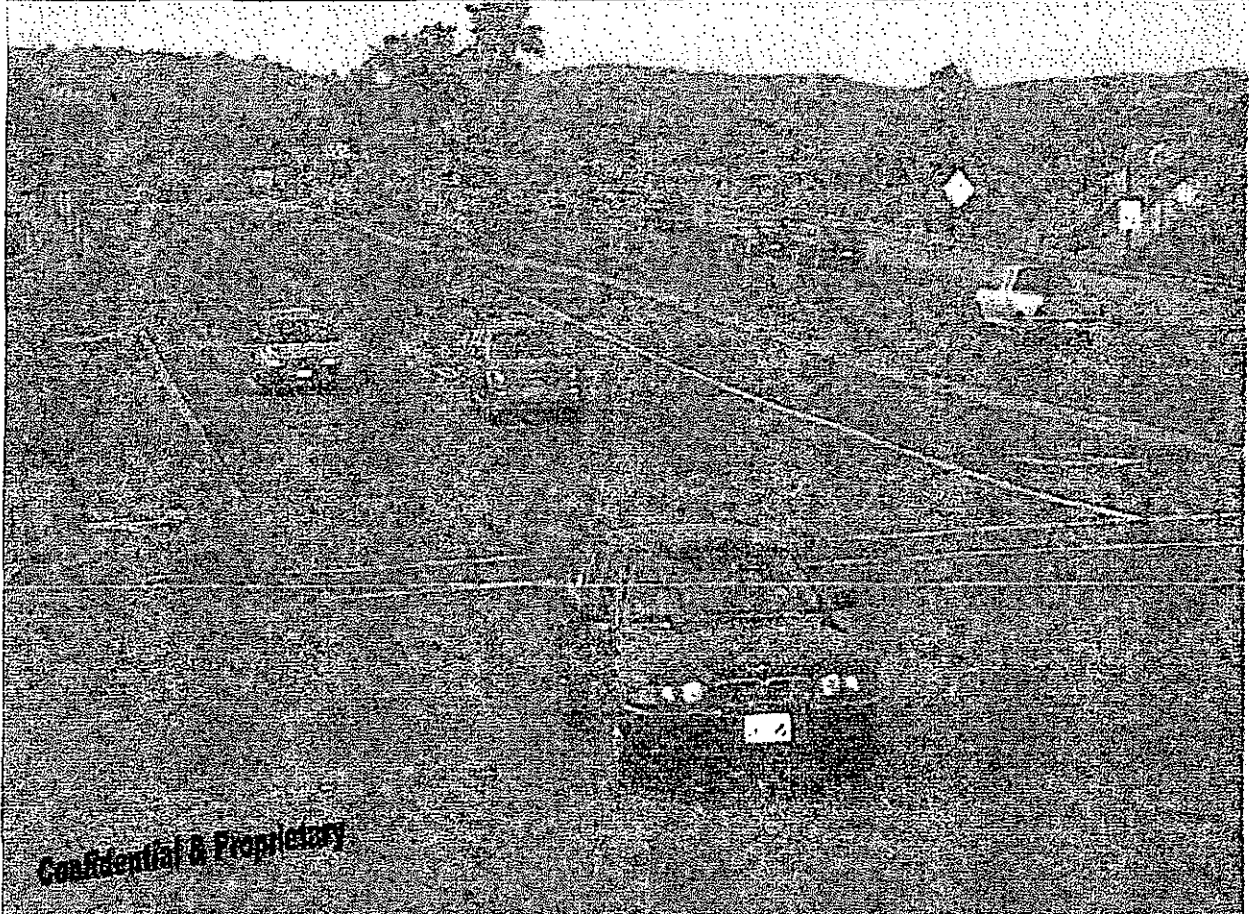
5.g.3. Front Shot

A second camera is placed on the opposite side of the intersection where a driver image is captured. The violating vehicle is in front of the stop line. In order to obtain an image of the driver for identification, our violation processing staff creates a magnified crop of the driver's image and the front license plate for easy viewing and violation processing. **The crop is not a separate image but rather a close-up view of the original front image.** Below are a sample front shot and close-up shot of the driver.



Red Light Photo Enforcement Program

DATE	TIME	PHASE	RTIME	LANE	FRAME
1/20/2007	11:37:54.8 AM	R	0.45	4	A
MI03-E/B MILLBRAE AVE @ ROLLINS RD					



Front Shot



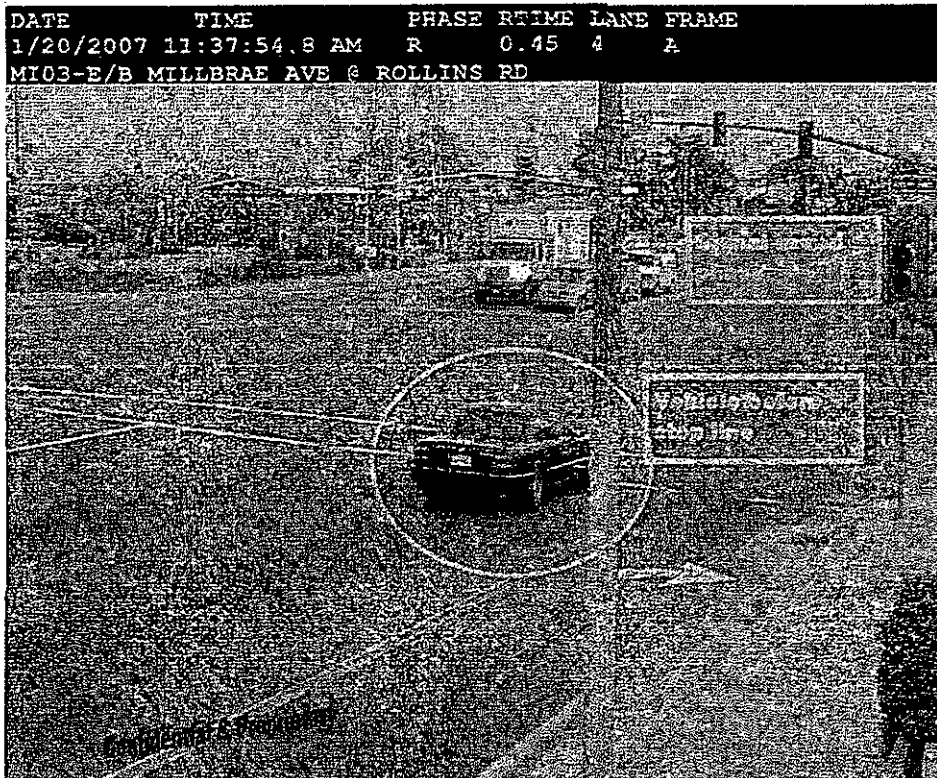
Red Light Photo Enforcement Program



Violator Face Crop

5.g.4. Clearly Visible Red Light

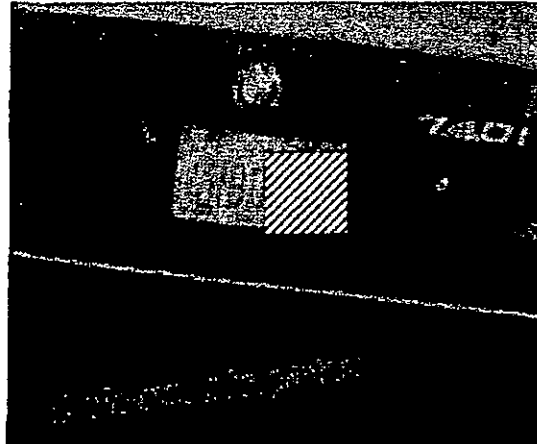
As shown in the image below, the light is clearly in the red phase. One can also see that the violating vehicle is in front of the stop line.





5.g.5. Clear Image of the License Plate

The license plate is clearly visible in both the "A" and the "B" shots. The Axis™ Violation Processing System will create a magnified "crop" of the license plate from one of the images for easy viewing. However, the cropped license plate close-up is not a separate image, but rather a close-up view of the original violation image. This image can be taken from any of the three images captured.



5.g.6. Multiple Violation Detection

The ATS camera and detection technology has been designed to detect and image all vehicles, even those traveling side-by-side. **No other system offered is capable of this level of performance.** In fact, it is believed that all other systems must complete the sequence ("A" shot and "B" shot) of the first detected violation before resetting to capture another violation. In this case, only the first detected vehicle in a platoon would be captured. This could lead to hundreds of missed violations per camera per month.

5.g.7. Digital Video File

Along with the high resolution still images, our Axis™ LIVE system will capture a 10 to 15-second video clip of the violation. The full-motion video clip shows the scene and key violation data, including the direction in which the driver is approaching and a view of the traffic signal. The video clip is very useful; Police can confirm whether a right-on-red violation was committed where the violator did not make a full and complete stop before turning the corner.

5.g.8. Data Line

Each camera records the date and time of day for each image that is captured. In addition to the date and time data, the system can also record:

- the speed of vehicle,
- posted speed,
- lane number,
- time the light has been red,
- location identifier, and
- amber phase time

The data line information can be modified to meet the City's requirements. The following are sample images and data bars.



Red Light Photo Enforcement Program

A-Shot

Date of Violation
(M/D/Y)

Time just prior to the Violation

Length of previous yellow

Approx Speed

Signal Phase (R=Red)

Length of Red for A

Traffic Lane of Violator

Location Code

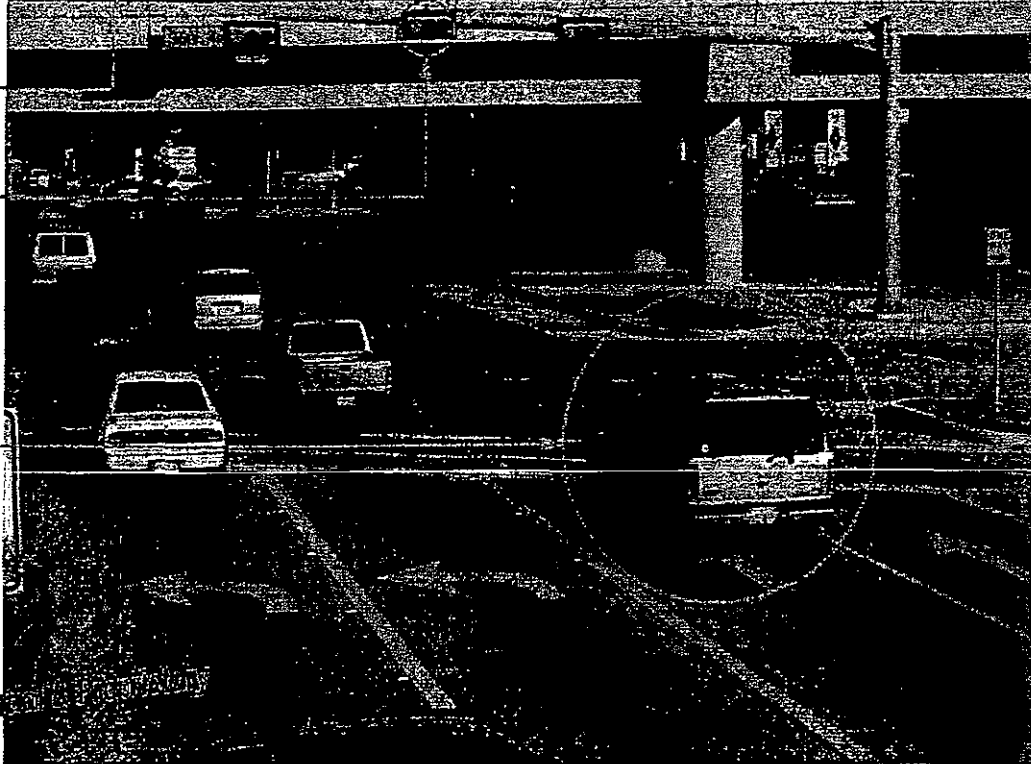
Direction of Vehicle

Color of Traffic Signal


Motor Vehicle Committing Violation

DATE	TIME	AMBER	SPEED	PHASE	RTIME	LANE	FRAME
12/1/2006	3:33:06 PM	3.6	23	R	0.25	3	A
H013-E/B WESTHEIMER @ W LOOP S SERVICE RD							


Frame A
(prior to violation)



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Red Light Photo Enforcement Program

B-Shot	Date of Violation (M/D/Y)	Time of the Violation	Length of previous yellow	Approx Speed	Signal Phase (R=Red)	Length of Red for B	Traffic Lane of Violator	
	12/1/2006	3:33:07 PM	3.6	23	R	1.35	3	
Location Code	HO13-E/B WESTHEIMER & W LOOP S SERVICE RD							
Direction of Vehicle								
Color of Traffic Signal								
Motor Vehicle Committing Violation								
	<div style="display: flex; align-items: center;">  <div style="margin-left: 10px;"> Frame B (shows vehicle violating) </div> </div>							

5.g.9. Audit Trail

ATS will provide the City with an audit trail of all unusable and unattainable images with documentation regarding why the images were unusable and/or why the citation was not generated.

5.h Computers for Police Department and Court

The Proposer shall be responsible for providing the SDPD with a Windows VISTA ready personal computer and a color printer for the work site that is responsible for the review and processing of automated red light photo citations. The workstation must be electronically equipped for the SDPD to receive a notice of violation sent by the Proposer, and after its evaluation by the SDPD, to electronically transmit back to the Proposer the determination whether to process the citation. The Proposer shall provide a personal computer at the Court for walk up customer service to review automated red light photo citations. The Proposer must also provide the subscription to internet service provider in order to download information and transmit citation information via a Digital Subscriber Line (DSL) for these locations. In addition the Proposer shall provide the SDPD with a portable laptop computer to view the photos and video for court testimony.

ATS understands the City's computer requirements and will comply.

ATS will provide the Police Department with a Windows VISTA-ready personal computer and a color printer for the review and processing of the citations. Our violation processing system,



Red Light Photo Enforcement Program

Axis™ VPS, is accessible via any secure Internet connection. The computer will have a web browser installed on it to access VPS. Authorized San Diego Police personnel can review, approve/disapprove and electronically transmit their determination regarding the citation using VPS.

In addition to providing a computer for the Police Department, ATS will also provide a computer at the Court for citation recipients to review their violation data and images on our website www.ViolationInfo.com. We will also provide a laptop for Court personnel to view photos and videos during court hearings. The photos and videos will be accessible for Court personnel on Axis™ VPS.

ATS will provide the Internet service provider subscription for the Police and Court computers. The connection will be via a Digital Subscriber Line (DSL) for the computers.

5.i Citation Processing after Police Approval

Once a citation has been approved by the SDPD, the Proposer shall electronically process citations with the San Diego County Superior Court System. The Proposer shall be responsible for the issuance and mailing of all approved citations as identified in California Vehicle Code, Section 40518(a).

5.i.1. Court Support

ATS understands this requirement and is compliant.

We are experienced in providing court support within the State of California as well as for many of our programs throughout the United States.

ATS is able to seamlessly integrate into the court computing infrastructure, saving the City staff labor time and effort.

ATS was contracted by the City of Mesa, a former ACS client, in 2006 to take over, upgrade and expand the City's photo enforcement system. Part of ATS' solution was an integrated, totally electronic court interface that would allow the Courts to better accommodate the estimated increase in citations and notices from the improved technology and expanded operations. ATS worked closely with the Court's and City's IT department to develop an interface that would dramatically reduce staff labor to process complaints. Upon implementation of the court integration with the photo safety program in Mesa in June 2006, Lenny Montanaro, Court Administrator for the City of Mesa Municipal Courts, sent the following to City staff via email:

"... filing of complaints is totally automated. A job that may have taken two hours before will take around ten minutes to complete with the new process. No paper documents were generated or exchanged between the court and the vendor with the filing process."

5.i.2. Citation Creation and Mailing

Once each violation has been approved at the City Review step, the Axis™ VPS System automatically insures the issuance of the document is within the timeframe defined by the City of San Diego and generates the Citation.

5.i.3. "Bad Address" Notification

The U.S. Postmaster is instructed to forward the Citations to the new address. Undelivered mail is researched for better address information and resent.



5.j Image Requests by the City

If necessary, the SDPD will request from the Proposer a developed color photograph, color digital or video image of the violator. The Proposer shall provide the color photograph within two (2) working days of the request. Each color photograph, digital or video image, must be large enough to read the license plate of the vehicle and identify the driver.

ATS understands the City's requirement and will be able to meet the requirement.

Upon request by the SDPD, ATS will provide color digital and video images to the Police Department within two business days of the request. Each photograph will be large enough to read the license plate of the vehicle and to identify the driver.

The Police Department can also view all violation images on Axis™ at any time; however, ATS will provide the images separately if the Police Department prefers.

5.k Court Case Package

In cases where a recipient of a violation notice chooses to appear in court, the Proposer shall be contacted. The Proposer shall prepare a court case package which must contain, developed front and rear color photographs, processed front and rear color digital or video images of the violation, a certified copy of the maintenance or calibration records covering the period prior to and immediately after the photographed violation, a certificate of mailing from the United States Postal Service indicating the citation was mailed within eleven (11) days of the violation, and an affidavit by the Proposer that outlines the duties performed throughout the entire processing of the violation. The case package must be delivered to the Court within five (5) working days prior to the scheduled court date.

The Axis™ system will be configured to produce an electronic Evidence Package which includes the violation images and data, violator history, document history, and any other relevant documents (such as letters from the defendant) that may be included in the file. We will ensure that the package includes all of the information that the City needs to effectively adjudicate or process the appeal. The Evidence Package is an Adobe PDF file that can be passed to the County Superior Court for reference by the hearing officer or judge during the hearing. The package will be delivered to the Court within five working days prior to the scheduled court date.

5.l Expert Witness Testimony and Court Training

The Proposer shall provide, upon the request of the City, an expert witness to testify in court as to the operation of the camera system, collection and processing of the evidence submitted to the court. The need for this service is ongoing and is dependent upon the requirements of the court. The Proposer shall also be responsible for conducting a sufficient number of workshops to train judicial officers or other court personnel. The training should include, but not be limited to, a detailed overview of the automated photo red light program. All costs will be at the expense of the Proposer.

We understand this requirement, and we are fully compliant.

5.l.1. Expert Witness Testimony

Expert witnesses will be provided as needed to establish judicial notice. However, witnesses and technicians are not normally required for prosecutions.

If the City requires an expert witness for an event such as an accident that our equipment recorded, ATS will provide an expert witness to the City.



5.1.2. Court Training Course

The Court Training Course focuses on the court processing aspects of the Axis™ violation processing system as well as a review of how the field camera technology works.

In addition, the Court Training Course provides an historical and legal framework review of photo enforcement, the common reasons for dispute, the tactics of defendants, and the typical counter measures used by the prosecution. This course is applicable to court clerks, attorneys, police witnesses, and even judges. Taken in two parts, this is a half-day course.

5.m Monthly Reports

The Proposer must provide a monthly report for each location where cameras are installed (see data that must be incorporated in the report on page 44).

ATS understands this requirement and is fully compliant.

The Axis™ VPS System provides a wealth of statistical data for long-term analysis of violations and violation trends. The reports are grouped by Statistical, Financial, and Operational data types. The client can receive reports by email or directly through the web interface. ATS is able to produce the required reports listed in the Request for Proposals and will also confirm any additional reporting requirements during the initial Business Planning sessions.

The Axis™ VPS System contains an extensive selection of sample reports to assist the City in monitoring and measuring the effectiveness and efficiency of the system. These reports include summary reports, issuance rate reports, performance reports by location, user reports and statistical graphs.

5.n Regular Progress Meetings

The Proposer shall meet with the SDPD and Engineering at least once a week in San Diego to evaluate progress, determine that deadlines are met and to discuss operational issues.

ATS understands this requirement and is fully compliant.

ATS' Project Manager will meet with SDPD and Engineering at least once a week in San Diego to discuss progress, deadlines and operational issues.

5.o Repair and Service

Proposer shall provide parts and service. Proposer shall provide technician support readily available and capable of responding to unit repair and programming within twenty-four (24) hours.

ATS understands this requirement and is fully compliant.

We will provide all parts and service necessary for the red light camera program. We will also provide technicians who are readily available and able to respond to repair and programming within 24 hours.

5.p Monthly Processing Site Inspections

The City will conduct periodic inspections of the Proposer's processing site. These inspections will be at a minimum of every month. If Proposer's processing site is outside of San Diego County, the City shall be reimbursed for reasonable travel expenses incurred for all inspections. Inspections may include up to two (2) City staff members.

ATS understands this requirement and is fully compliant.



Red Light Photo Enforcement Program

We will reimburse the City of San Diego for reasonable travel expenses when the City travels to our Mesa and Scottsdale, Arizona locations to inspect our processing center. We understand that the inspections will be at a minimum of every month and that up to two City staff members will travel to the inspections.



6. Standards of Performance

6.a City's Primary Objective

The primary objective of the System is the reduction of collisions at signalized intersections resulting from red light violations.

ATS understands the primary objective of the red light camera system to reduce the number of collisions at signalized intersections that result from red light violations.

6.b Automatic Capture of Violations

To meet the primary objective, this automated enforcement System is designed to monitor and enforce the red light violations at each enforced intersection approach by automatically capturing enough information about each violation to issue, enforce, and adjudicate a lawful citation.

ATS understands this requirement and is fully compliant.

The Axis™ RLC-300 system effectively captures violations at every enforced intersection approach. It captures enough information about each violation to issue, enforce and adjudicate a lawful citation.

6.c Citation Issuance

Both parties acknowledge that enforceable citations may not be issued for all violations that may occur at each enforced intersection approach due to a variety of controllable and uncontrollable factors.

ATS understands that not all violations are enforceable. There are a variety of controllable and uncontrollable factors that result in unenforceable citations. ATS, however, has very high prosecutable image capture rates.

6.d Monthly Performance Review

Each month, the City Program Manager shall meet at a City facility, with the Proposer's Project Manager to review the System's performance. The Proposer shall explain variances on the System's performance status with respect to the established performance guarantees for the month. If your performance is not consistent with the expected performance guarantee, the Proposer's Project Manager shall determine the causes and establish an action plan to improve System performance for the coming month to meet the performance guarantees.

ATS understands this requirement and will meet with the City on a monthly basis to discuss our performance. Our Project Manager Ray Pedrosa will meet the City's Program Manager at a City facility to review our system's performance. We will work with the City to improve our red light camera system's performance if it is not consistent with the established performance guarantees.



7. Performance Guarantee

7.a Guaranteed Citation Issuance Rates

The Proposer will guarantee for all locations that, on a monthly basis, eighty percent (80%) of photos capturing red light violations, (but not including those rejected for uncontrollable factors), must be clear and identifiable, and therefore of a quality that the SDPD can approve as sufficient for submission as evident in citation proceedings. For each percentage point, less than eighty percent (80%), by which the photos are not of the aforementioned quality, the City shall be credited with one percent (1%) of the total monthly fees. For any one intersection; if more than fifty percent (50%) of the photos are rejected due to controllable factors, City shall not be obligated to pay the monthly fee for that intersection. The thirty (30) day warning period is subject to the performance guarantee. City reserves the right to conduct a quarterly audit of ALL photos taken at each intersection in order to assess the performance and effectiveness of Proposer equipment according to the standards mentioned above, and subject to the conditions and credits described in this section.

We understand the City's requirement, and we are fully compliant.

ATS has extremely high issuance rates, and we are confident that our system will guarantee at least an 80% issuance rate. In Mesa, Arizona, which is a similar-sized program to that of San Diego, ATS' average issuance rate is 92% for 2007.

We will comply with the City's rules regarding our citation issuance rates and their effect on our monthly fees.

7.b Penalty for Approaches Not Capable of Violation Detection

If and to the extent that an installed approach is not capable of detecting violations for more than forty-eight (48) hours, not caused by City, Proposer will allow a credit against the monthly fee for such installed approach for that month equal to: such installed approach's monthly fee multiplied by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction, divided by ten (10). For the purposes of this section, "day" shall mean any period of twenty-four (24) hours. Nothing in this section shall limit any other rights and remedies available to the City as discussed in this RFP.

ATS understands this requirement and is fully compliant.

We will allow a credit against our monthly fee for any installed approach that is not able to detect violations for more than 48 hours.

7.c Penalty for Late Notices

Proposer shall provide a credit against the monthly fee equal to the loss of revenue to the City if either of the following occurs: a) If Proposer fails to provide the completed notice of violation containing all color photographs within five (5) calendar days following retrieval of the images to the SDPD or b) fails to mail out the violation notice within fifteen (15) calendar days of the violation, Proposer will allow a credit against the monthly fee equal to the loss of revenue to the City.

ATS understands that if a completed Notice of Violation is not provided to the Police Department within five working days following retrieval of the violation images or is not mailed within 15 calendar days of the violation, we will provide a credit against our monthly fee equal to the loss of revenue to the City of San Diego.



7.d Penalty for Failure to Mail Notice in Timely Manner or to Obtain Approval from Police

The City and the Proposer agree that as reasonable damages for each Notice to Appear not mailed by Proposer within the time period set forth in the California Vehicle Code and for every Notice to Appear mailed to the registered owner without the final approval and signature of the Police, Proposer shall pay the City equal to the loss of revenue the City receives for a violation.

ATS understands this requirement. We will pay the City an amount equal to the loss of revenue that the City would receive for a violation if we fail to mail a Notice to Appear within the time period set forth in the California Vehicle Code or for every Notice to Appear that is mailed to the registered owner without the final approval and signature of the Police.



8. Technical Upgrades

As Contractor develops and offers new products or upgrades of existing products, the Contractor will give the City the opportunity to upgrade to the newest product offerings. On or about each anniversary of Contract certification, Contractor will provide a written report to the City's Program Manager detailing upgrades in technology and their possible applicability to the City's System. The Contractor will not implement technology upgrades without the specific approval of the City. Requests to employ technical upgrades shall be made in writing.

On or about each anniversary of our Contract certification, ATS will submit a written report to the City's Program Manager regarding any new products or upgrades of existing products. We will give the City the opportunity to review the product report and consider the new items or upgrades. ATS will not implement any new equipment or upgraded equipment without first obtaining approval from the City. If we wish to use any upgraded technology, we will make written requests to the City.



9. Warning Signs

9.a Vendor Responsible for Warning Sign Installation

Proposer shall be responsible for the installation of warning signs at photo enforced intersections.

ATS will install all warning signs at intersections that are photo enforced.

9.b Placement of Warning Signs

Warning signs must be placed in advance on all approaches of photo-enforce intersections and at the photo-enforced intersection for all directions, as approved by the City.

We will place warning signs before all approaches of photo-enforced intersections and at the photo-enforced intersection for all directions, as approved by the City.

9.c Visible and Compliant Signs

Warning signs must be clearly visible and compliant with the Manual on Uniform Traffic Control Devices (MUTCD).

Our warning signs will be clearly visible and will be compliant with the MUTCD.

9.d Sign Maintenance

Maintenance of the warning signs shall be the sole responsibility of the Proposer, and must be in compliance with existing City Codes governing such signs. (<http://www.sandiego.gov/engineering-cip/pdf/contents.pdf>)

ATS will maintain all of our warning signs at each photo-enforced intersection.



10. Plans and Permits

10.a Plans, Permits and Fees

The Proposer shall be responsible for submitting any plans as specified by City Code, obtain all necessary permits, and pay all fees.

ATS will manage all installation aspects, including local permitting, drawing review, and provision of final drawings for the approved sites. ATS has been directly responsible for more than 500 intersection construction permits throughout the country and abroad, complete with subsequent and approved "as-built" drawings. These installations range from red light cameras to traffic signal controllers.

10.b City-Supervised Installation

Installation shall be done under the supervision of City field inspector.

Even though ATS will have overall responsibility for the installation of the fixed camera systems, our contracting partner, Republic ITS, will install and maintain the equipment. All installation will be done under the supervision of a City field inspector.

ATS will provide or subcontract all equipment, materials, supplies, and labor necessary to install and calibrate all cameras for operation. A final complete and detailed milestone schedule will be delivered as a formal deliverable to the Project Manager. We are prepared to perform all construction, street, and electrical work safely, efficiently, and with minimal impact to the public. Our construction protocols will ensure that all installation work will be performed to the highest standards and present a trouble-free interface with all traffic and electrical panels.



Summary of Site Construction Procedures:

- Interface with Project Managers to define project, roles and expectations,
- Perform intersection traffic surveys and site selections,
- Conform to all city, state, and federal codes,
- Submit detailed site plans to the City of San Diego or other agencies as appropriate,
- Submit specifications and/or tear-sheets for all pertinent material and equipment, as needed and if necessary,
- Verify underground history and dangers,
- Establish Critical Path - convey schedule to all proper authorities,
- Mobilize personnel, materials, and equipment,
- Secure proper traffic management to provide maximum safety and minimum impact to existing traffic patterns as needed,
- Perform any necessary construction work,
- Test and review site construction and camera calibration,
- Adjust equipment as necessary,
- Issue official online notification of camera readiness.



10.c Installation in Conformance with Local, State and Federal Guidelines

Installation must conform to all local, state and federal guidelines and are performed in accordance with all current professional standards.

Installation will be done to conform to all city, state and federal codes and will be performed in accordance with all current professional standards.

ATS is a member of the National Electrical Contractors Association (NECA) and is proud of its construction achievements and safety record. We will extend the same high standards to the City of San Diego.



10.d Design Plans By California-Registered Engineer

All Construction Design Plans must be prepared by a California Registered Civil or Electrical Engineer, and shall be subject to the City's plan check, permitting, and inspection procedures.

ATS will subcontract with Republic ITS for the preparation of the construction design plans for this project and will submit the plans to the City upon request. Republic ITS is a California-registered engineering firm.



11. As-Built Plans

11.a As-Built Plans Prepared By California-Registered Engineer

As-Built plans shall be prepared and approved by a civil or electrical engineering firm licensed by the State of California for all System intersections as part of this Agreement. It shall be the Proposer's responsibility to ensure that each As-Built plan for each System intersection is properly prepared and maintained to accurately reflect any and all subsequent modifications, upgrades or adjustments. Any subsequent modification, upgrade, or adjustment to any System intersection must be reflected in the corresponding As-Built plan and indicated as such, with the revised plan dated and stamped by the Engineer in charge of such modification.

ATS has teamed with Republic ITS to prepare the as-built plans for the City's red light photo enforcement program. We will ensure that the as-built plans are accurate.

11.b Storage of As-Built Plans

Up to date As-Built plans shall be maintained at both the Proposer's office and City Engineering offices.

ATS will keep up-to-date as-built drawings at both our office and at the City Engineer's office.

11.c Identification of Photo Enforcement Loops

At those intersections where two sets of loops (i.e., one set for traffic control and one set for photo enforcement) are in place making it difficult to determine with certainty which set of loops are currently operational for the photo enforcement system, all As-Built drawings shall be maintained or updated as needed so that the System's operational loops can be readily identified. Abandoned loops must be intentionally cut on two sides so that it is clear that the loops have been abandoned as well as to eliminate any possibility of loop to loop crosstalk.

All as-built drawings will clearly reflect the location of the loops used for the photo enforcement program. All abandoned loops will be clearly identified by cutting them on two sides. The as-built drawings will be kept up to date.



12. Restoration of Intersections

12.a Removal of Equipment at End of Contract

All equipment owned and provided by Proposer or any of its subcontractors, including but not limited to cameras, poles, housing cabinets, signs, and computer workstations, will be removed by Proposer in the event of termination or at the end of the contract period. All equipment owned and installed by the City shall likewise remain in the City's possession and ownership shall remain with the City.

ATS will remove all of our red light camera equipment, including but not limited to cameras, poles, housing cabinets, signs and computers, in the event that our contract is terminated by the City or at the end of our contract.

12.b Restoration of Public Facilities

Upon termination or expiration of the Contract, Proposer shall restore the affected public facilities, including returning the intersections to their original condition; provided, however that Proposer shall not be required to remove any of the following, which if not removed shall become the property of the City upon termination: conduits, in-ground fixtures, underground wiring, or other infrastructure that will require excavation. All costs incurred by Proposer thereby will be the responsibility of Proposer.

ATS will restore all affected public facilities upon termination or expiration of our contract with the City. We will not, however, be required to remove any infrastructure that would require excavation such as conduits, in-ground fixtures and underground wiring.



13. Public Relations, Community Awareness and Internet Customer Service

Proposer shall assist the City with a Public Awareness Program beginning at least thirty (30) days prior to the issuance of citations at each new location. Such assistance shall include the services as follows:

13.a Contract Deliverables

At the City's option, the Proposer shall prepare a series of press releases informing the local media and the public about the installation of the red light cameras, the benefits of red light cameras, and the results of the installation. In coordination with the City, Proposer shall also arrange at least one (1) press conference each year featuring City Police Officers.

The public awareness program will be coordinated by Ellen Pence, one of the team members of the Marketing Department at ATS. Ellen has more than 20 years of experience in the municipal marketing and communications. She is particularly experienced at public outreach, media relations and effective methods of communicating new programs to constituents. All public awareness activities will be coordinated directly with the appropriate City staff, and prior approval by the City of content in all media and public education materials will be strictly adhered to by our team.

ATS understands the importance of the City developing and implementing a proactive Community Awareness and Education Program designed to generate awareness and achieve acceptance of, and maintain trust and confidence in the Red Light Photo Enforcement program as beneficial to the residents of the City of San Diego.



ATS is committed to developing an imaginative, informative and effective Community Outreach, Awareness and Education Program that ensures a successful red light enforcement deployment. We have developed a standard process, including successful templates and approaches that will ensure awareness of and support for the program. The

program will seek to position the City as committed to the safety of the community and dedicated to reducing preventable collisions at red light intersections. We understand that successful Automated Red Light Enforcement programs require continuous, proactive outreach to its stakeholders and the community-at-large.

Our Community Awareness and Education Program will incorporate a timeline and specific strategies and tactics for pre-deployment, post-deployment and ongoing maintenance phases. The campaign will be coordinated and produced through our in-house Marketing Department which consists of experienced marketing professionals. ATS will work in cooperation with the City to identify, develop and implement a public awareness program to provide information about red light running and the red light camera system. ATS believes that increasing public awareness of the City's plans for automated red light enforcement systems is critical to the success of this project.

Our team will produce the following deliverables included in the price proposal:

- Educational and engaging website page content to be provided to the City's webmaster.



Red Light Photo Enforcement Program

- Design and content of one graphically appealing and informative public education pamphlet in English and Spanish languages (8½ x 11") (materials to be printed and distributed by the City).
- At least one press conference each year with the City Police Officers
- PowerPoint slide show for use by the Mayor, City Council Members, the Police Chief, and other City personnel for presentations and speaking engagements
- On-going media relations material
 - Press Releases
 - Media Advisories
 - Up to 30 Media Kits
 - Backgrounder on City's photo enforcement program
 - Project "fact" sheet
 - Research summary confirming effectiveness of program in other markets
 - Graphics (How a Red Light Camera Works, Sample Traffic Citation)
 - Assistance with media kick-off event, press conference and media briefing

13.b Violator Web Review of Violation

The Proposer shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, general information to the alleged violators regarding the System, and information regarding the status of a specific Citation. City shall review all information contained and provided by the internet site prior to the Proposer's implementation. The internet site shall be operational within sixty (60) days following notification to Proposer of notice to proceed.

ATS offers the best Internet site for citation recipients. It offers more information and better image and video access compared to ACS, Nestor and Redflex web services. For example, the ATS system provides the copies of all the violation images and the related video clip. Other systems only provide the facial image and the plate image and sometimes provide video clips. Again, ATS was the leader and innovator in the design of easy to use customer friendly photo enforcement public websites.

People who receive citations may log onto www.ViolationInfo.com to view their violation images, associated video clips and balance due. For many clients, the site also enables the defendant to pay the fine online.

The website established for this service is secured to prevent and prohibit unauthorized access to the violation database. It will be customized "skinned" for the City of San Diego and will include the City's logo and banner (once logged in). We will meet with the City to determine the content of the website before implementation of the site. ATS will be operational within 60 days upon receipt of the Notice to Proceed.

Red Light Photo Enforcement Program

Internet Explorer - Microsoft Internet Explorer

http://www.violationinfo.com/

ViolationInfo.com

Name #:

PIN #:

Apply Date

Internet Explorer VPS

Confidential & Proprietary

[illegible]

The citation mailed to the registered owner includes instructions to log into the website. The Notice number and PIN are provided on the citation inside a red box at the upper right hand corner of the citation:

The Login screen includes a [Help](#) link, which provides instructions to log into the site. The web page also includes a [“Privacy Policy,”](#) which explains the ATS privacy policy for the site.

Once logged into the site, it is customized with the logo and banner of the City. The top three most frequently asked questions are presented first.

Customer Service
1-800 number and hours of operation of the Customer Service Center

Info / Information
Fact Sheet concerning Automated Red Light Photo Enforcement and Frequently Asked Questions

Top Three FAQs
Top three Frequently Asked Questions at the Customer Service Center

Most Asked Questions
Confidential & Proprietary
Q: What is a red light violation?
A: The Cathedral City Council has authorized the use of automated photo red light enforcement systems to enforce running violations. A red light violation occurs when a vehicle proceeds into an intersection when the Traffic Control signal has turned red, they are in violation of running the red light. On right turns on a red signal, the vehicle must complete and discernable stop and then may proceed through when traffic has cleared and it is safe to do so.
Q: What if the registered owner was not driving the vehicle at the time of the violation?
A: The registered owner of a vehicle is mailed the citation notice to appear. If the registered owner was not the driver at the time of the violation, he/she can identify the actual driver of the vehicle. Upon satisfactory receipt of this information, the Cathedral City Police Department request a dismissal of citation issued to the registered owner, and have a new citation issued to the identified driver. See "Affidavit of Non-Responsibility" on the citation received in the mail.
Q: What is the fine? Are there any fees for late payments?
A: You will receive notification of the fine amount from the Riverside County Superior Court approximately 3 - 4 weeks receiving the citation in the mail. Included in the courtesy notice will be the fine amount, payment options, and due date.

Review Evidence
Click on an icon below to view an image or video associated with your violation:
JPG Overview A JPG Overview B JPG License Plate JPG Driver AVI Video Clip INFORMATION IMAGE HELP

Images and Video
The Violator can click on each icon to view each image and the video

Axis VPS
VIOLATION PHOTO ENFORCEMENT SYSTEM

13.b.1. Website Security

ATS' Internet security certification is provided by Thawte.



Thawte's roots have been inserted in the major browser vendors' products since 1996. This gives ATS industry leading browser ubiquity. With our Thawte SSL Web Server Certificate, we are subject to the highest standard of verification and authentication procedure.



Red Light Photo Enforcement Program

In fact, a stringent checklist of activities is undertaken to ensure that you really are who you claim to be. An overview of the validation process is as follows:

1. Authentication:
 - Company registration details confirmed.
 - Confirmation that domain is owned by requesting party.
2. Verification:
 - Third party telephone listing used to confirm that the authorized person requesting certificate is employed by requesting party.

The value of this process cannot be underestimated; it is the foundation of Thawte's enviable reputation as a rock-solid independent Certification Authority (CA). The Thawte CA guarantees information privacy and protects information in transmission between our web server and your web browsers using 256, 128, 56 or 40-bit encryption, depending on the City's browser capability.



14. Training

Upon request by the SDPD and Engineering, the Proposer shall provide training to City personnel assigned to the automated red light photo program. The training must provide an overview of all aspects of the automated program, including the technical information necessary to testify in court. In addition to initial training, annual refresher training (continuing education) shall be provided, including, but not limited to, emphasis on particular areas of the City's choice. Training shall be conducted within the City at a site that is convenient for City personnel. Class size for the initial training may be up to a maximum of twenty (20) trainees. Periodic refresher training may be up to a maximum of ten (10) trainees. The Proposer will assume all costs for training up front annually if needed.

ATS will provide training for staff requiring training. Training will be conducted within the City at a site and time that is convenient for City personnel. Typically, these courses are most effective if there are fewer than five (5) participants per session so that there is abundant personal attention; however, we will teach classes that have up to 20 trainees. ATS will provide any other training necessary for the City of San Diego to understand, implement and utilize our red light camera enforcement system effectively and efficiently. Annual refresher courses will be provided up to a maximum of 10 trainees.

14.a Camera Technology Course

ATS will provide City personnel with a basic understanding of how the camera system operates from a certified technician and trained camera instructor. Our Camera Technology Course certified technicians and trained camera instructors take users through a complete classroom course conducted in a half-day session. There is also an additional field inspection where students are instructed on the entire lifecycle of installation, maintenance and camera field tuning.

14.b Violation Processing Course

ATS will train designated officers and selected others on the use of the Axis™ VPS System.

Courses include a complete overview of the violation process in the City's context as well as hands-on training with the application in all areas of processing including those areas that will be provided by ATS.

Our program is a comprehensive violations processing course that will attune trainees to the major issues in violations processing that have a direct impact on their daily job tasks. We also provide training on the payment processing function. This included approach provides City staff with the complete picture of how violations are processed so that they can understand how their specific duties relate to the entire process. This is a half- to full-day course.

14.c Court Training Course

The Court Training Course provides a similar type of training as the Violation Processing Course with a focus on the court processing aspects of the system as well as a review of how the field camera technology works.

In addition, the Court Training Course provides an historical and legal framework review of photo enforcement, the common reasons for dispute, the tactics of defendants, and the typical counter measures used by the prosecution. This course is applicable to court clerks, attorneys, police witnesses, and even judges. Taken in two parts, this is a half-day course.



15. Qualifications and Experience

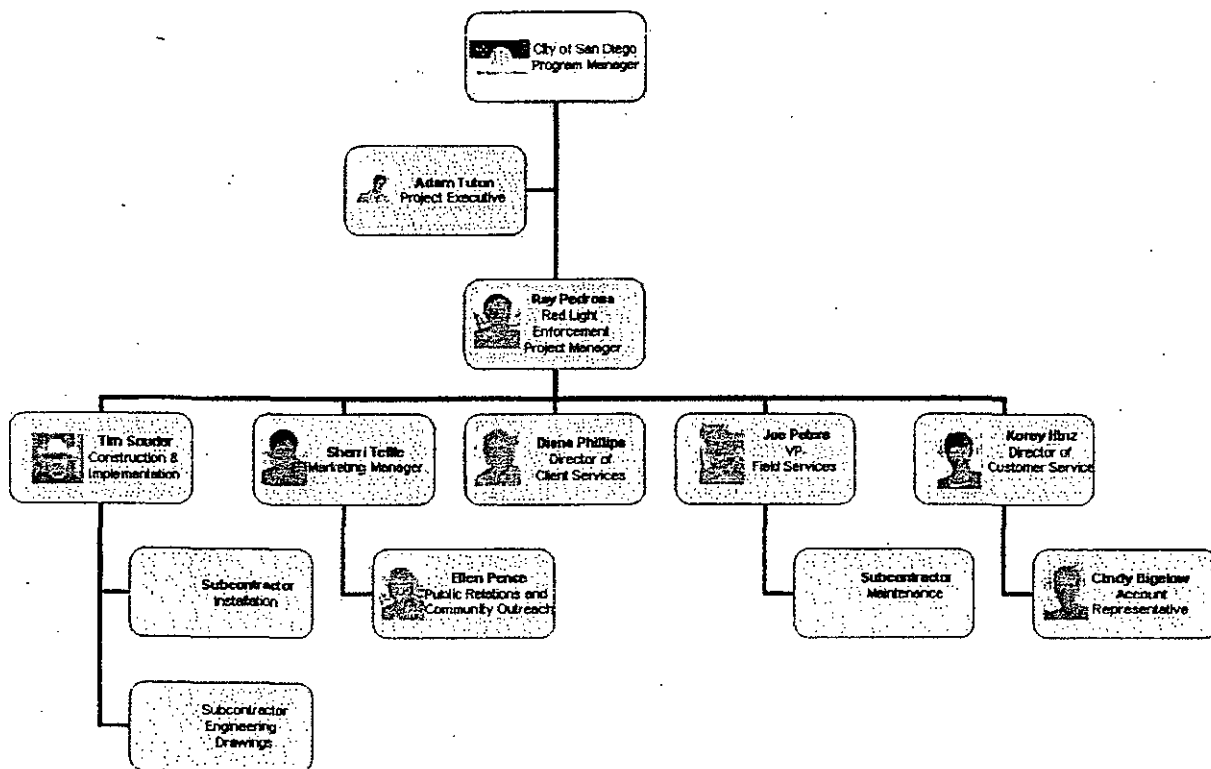
Proposers must also demonstrate that they are qualified to perform the work as specified in this RFP. Proposals will only be considered from entities that have provided automated red light photo equipment and services to a public agency for a period of no less than one (1) year within the past five (5) years. This will enable the City to judge the Proposer's reliability, performance, and other information.

To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the Proposer, the following information must be included with the technical proposal:

15.a Project Organizational Chart and Staffing Profile

Proposer shall provide a company/corporate organizational chart and staffing profile including sub-contractor if applicable. The staffing profile shall include the leadership of the project team, the accountability of the Project Manager/Lead, the lines of authority and the identification of the day-to-day staff indicating by a percentage (%) as to whether they will be fully or partially assigned and dedicated to the Project. Less than full time dedication or one hundred percent (100%) of any members of the project team shall be explained.

15.a.1. Organizational Chart





Red Light Photo Enforcement Program

15.a.2. Dedication to Project

Each team member listed on the project organizational chart will be dedicated to the City's red light photo enforcement program 100%.

15.b Key Personnel Resumes

Proposer shall provide background, knowledge, resumes, experience dealing with similar projects and years of tenure for key personnel who will be assigned and dedicated to the City's account. Project team personnel shall be assigned and dedicated to the City's account and shall not be substituted or replaced during the term of the contract without the written acceptance of the City.

15.b.1.a. Resume for Mr. Ray Pedrosa, Project Manager

Name and title



Mr. Ray Pedrosa, Project Manager

Professional
Background

Fifteen years of private sector management experience providing client relations management and customer service, transaction processing, data processing, and consulting services to photo enforcement clients as diverse as Cathedral City, California; City of Capitola, California; City of Los Angeles, County of Los Angeles, State of New York, State of Hawaii, City of Beverly Hills, City of West Hollywood, and the Metropolitan Transportation Authority.

Senior project manager responsible for end to end implementation of over a dozen photo enforcement programs nationwide.

Client and project management and relationship development with the courts, contract staff, department heads, elected officials, and client constituencies

Implementation responsibility and ongoing leadership and management for transaction processing projects including the State of New York Child Support Payment and Disbursement Project – the largest in the nation and the State of Hawaii Lockbox and Customer Service Project

Speaking and presentation experience for training and business development to audiences including elected officials, customers, prospective customers, and conference attendees

Contract negotiation and scope of service development.

Years of Tenure

2 years



Red Light Photo Enforcement Program

List of relevant projects for Ray Pedrosa:

Client	Project	Description	Reference
City of Capitola, California	Red Light Camera Enforcement System	Turnkey red light camera program with non-invasive video detection system capturing rear vehicle, violation and driver face images. Program includes installation, maintenance and operation of red light camera. Fully integrated support system.	Contact: Sgt. Matt Eller Capitola Police Department 420 Capitola Ave. Capitola, CA 95010 (831) 475-4242 ext. 213 meller@ci.capitola.ca.us
Cathedral City, California	Automated Red Light Enforcement Program	Single pilot project camera installation, design and construction, violations processing, field service, customer service (telephone & correspondence processing), evidence management support and service, court support and services	Contact: Lt. Chuck Robinson Cathedral City Police Department 68-700 Avenida Lalo Guerrero Cathedral City, CA 85010 (760) 799-3528 crobinson@cathedralcity.gov or Chief Stan Henry (760) 770-0307
City of Millbrae, California	Red Light Camera Enforcement System	Turnkey red light camera program with non-invasive video detection system capturing rear vehicle, violation and driver face images. Program includes installation, maintenance and operation of red light camera. Fully integrated support system.	Contact: Detective John Aronis Millbrae Police Department 621 Magnolia Ave Millbrae, CA 93040 (650) 259-2314 jaronis@ci.millbrae.ca.us
City of Covina, California	Red Light Camera Enforcement System	Turnkey red light camera program with non-invasive video detection system capturing rear vehicle, violation and driver face images. Program includes installation, maintenance and operation of red light camera. Fully integrated support system.	Contact: Lt. Derek Webster Covina Police Department 125 E. College Street Covina, CA 91723-2199 (626) 255-6226 dwebster@ci.covina.ca.us



Red Light Photo Enforcement Program

Client	Project	Description	Reference
City of Greenwood Village, Colorado	Automated Red Light Camera Enforcement System	Red light camera installations	Contact: Lt. Dave Fisher Greenwood Village Police Department 6060 S. Quebec St. Greenwood Village, CO 80111-4591 (303) 944-2026 dfisher@greenwoodvillage.com
City of Seattle, Washington	Automated Red Light Enforcement Program	Installation, design and construction, violation processing, field service, customer service, evidence management support and service, court support and services	Contact: Dean Shirey Seattle Police Department 610 5th Avenue P.O. Box 34986 Seattle, WA 98124-4986 (206) 233-7266 (shares a desk with Jim Morgan) dean.shirey@seattle.gov
City of Puyallup, Washington	Automated Red Light Enforcement Program	Installation, design and construction, violation processing, field service, customer service, evidence management support and service, court support and services	Contact: Sgt. Bob Thompson Puyallup Police Department 311 W. Pioneer Puyallup, WA 98371 (253) 770-3354 BOBT@ci.puyallup.wa.us
City of Lynnwood, Washington	Automated Red Light Enforcement Program	Installation, design and construction, violation processing, field service, customer service, evidence management support and service, court support and services	Contact: Cdr. Chuck Steichen Lynnwood Police Department 19321 44 th Avenue W. Lynnwood, WA 98036 (425) 744-6905 csteichen@ci.lynnwood.wa.us

15.b.1.b. Resume for Mr. Adam E. Tuton, Project Executive

Name and title



Mr. Adam E. Tuton, Project Executive





Red Light Photo Enforcement Program

Professional Background

Adam Tuton has worked in the photo enforcement industry since 1993. He has a successful track record and has implemented programs in 20 states and in several foreign countries. Mr. Tuton is responsible for all software development, manufacturing research and development, program delivery, client services, and back-office operations.

Years of Tenure

11 years

15.b.1.c. Resume for Mr. Tim Souder, Construction and Implementation Manager

Name and title



Mr. Tim Souder, Construction and Implementation Manager

Professional Background

Tim has over 18 years experience in general construction and high voltage electrical distribution industries. His background includes extensive construction management and contract/subcontract management experience. Tim, working closely with the Project Manager, will serve as a liaison between all subcontractors, sub consultants, personnel, state and County agencies, and client. Tim is also a Certified Construction Manager (CCMA). His hands-on experience combined with his management capabilities will ensure a successful and smooth installation and implementation process.

Years of Tenure

5 months

15.b.1.d. Resume for Mr. Joe Peters, VP-Field Operations

Name and title



Mr. Joe Peters, VP-Field Operations

Professional Background

Joe has over 20 years experience in services management in the high tech / IT industry. He has experience supporting business critical applications, supporting "five 9's" uptime requirements, and an extensive variety of end user clients and applications. He has a great deal of experience in continual improvement processes, services process development, field service support and operations, and project management. He also has a strong track record in business management, which allows him to apply technology and processes to meet business goals and objectives. With this blend of project management and tactical field operations, Joe brings a set of experiences that enables ATS to provide a high level of support to our client base, providing maximum uptime of our systems, and minimal disruption when problems do arise.

Years of Tenure

1 year



Red Light Photo Enforcement Program

15.b.1.e. Resume for Ms. Korey Hinz, Director of Operations

Name and title



Ms. Korey Hinz, Director of Operations

Confidential & Proprietary

Professional Background

Korey Hinz has over 20 years of operational management experience. Her background includes the management of high-volume call centers.

As ATS' Director of Operations, Korey has direct responsibility for managing performance on all client contracts to meet and exceed all client and company expectations. Korey's responsibilities include:

- Managing the day to day operations of the violation and transaction processing operation and call center.
- Developing of organizational strategy, hiring and deployment of staff resources, training, and client help desk, etc.
- Developing and manages budget and supports revenue goals by assuring Customer satisfaction, revenue maximization and client retention.
- Working closely with Project Management, Software Development and IT staff to ensure that client service levels are met.

Years of Tenure 1 month

15.b.1.f. Resume for Ms. Cindy Bigelow, Account Representative

Name and title



Ms. Cindy Bigelow, Account Representative

Professional Background

As client liaison, Cindy Bigelow interacts with Police Departments and Courts to ensure that our clients' programs are running smoothly. Cindy has been in the photo enforcement industry since 1997.

Years of Tenure 2 months

15.b.1.g. Resume for Ms. Diana Phillips, Director of Client Services

Name and title



Ms. Diana Phillips, Director of Client Services



Red Light Photo Enforcement Program

Professional Background

Diana has extensive and deep experience in the area of software development and functional design for the violation/ticket processing industry. She has been a key resource in the development of many key enterprise level ticket processing systems and has been a key driver in the design direction and functional efficiency of business processes. Diana is a thorough and detailed analyst and professional who has the ability to see and understand the global system requirement as well as the minute details required to make the entire system work. She works well with clients and internal teams to deliver quality.

Years of Tenure

7.5 years

15.b.1.h. Resume for Ms. Sherri Teille, Marketing Manager

Name and title



Ms. Sherri Teille, Marketing Manager

Professional Background

Sherri brings over 20 years of experience in marketing, market research and business planning. As the Marketing Manager, she will work with Ms. Ellen Pence on all aspects of the Public Awareness campaign.

Years of Tenure

2 years

15.b.1.i. Resume for Ms. Ellen Pence, Public Relations and Community Outreach

Name and title



Ms. Ellen Pence, Public Relations and Community Outreach

Professional Background

Ellen brings over 20 years of experience in municipal marketing and communications. She and Ms. Teille will oversee all aspects of the Public Awareness campaign working closely with the Public Information Officer for the City and Police Department. Ellen is experienced at managing multiple projects and tasks and her knowledge, understanding and experience will ensure a successful public awareness effort.

Years of Tenure

8 months



Red Light Photo Enforcement Program

15.c Names and Contact Information

Proposer shall provide the names and contact information including e-mail addresses of the key personnel assigned and dedicated to the City's account.

Key Personnel	Contact Information
Mr. Ray Pedrosa, Project Manager	Phone: (562) 201-0807 (Long Beach area code) Email: ray.pedrosa@atsol.com
Ms. Korey Hinz, Director of Operations	Phone: (480) 443-7046 Email: korey.hinz@atsol.com
Ms. Cindy Bigelow, Account Representative	Phone: (480) 443-7000, ext. 268 Email: cindy.bigelow@atsol.com
Ms. Ellen Pence, Public Relations and Community Outreach	Phone: (480) 443-7036 Email: ellen.pence@atsol.com

15.d Project Manager's Experience

Proposer shall provide a dedicated Project Manager/Lead (key personnel) who has a minimum of five (5) years prior experience in accounts of similar type, size, and scope.

Mr. Ray Pedrosa, the Project Manager who will be assigned to this project, has 10 years of experience in the photo enforcement industry. Mr. Pedrosa manages all of our California programs, which are Capitola, Cathedral City, Millbrae and Covina. He also managed the Los Angeles County, City of Los Angeles and the Metropolitan Transportation Authority programs.

15.e Responsibilities of Each Team Member

Proposer shall clearly define what responsibilities the dedicated Project Manager/Lead project team member(s) and key personnel will be charged with relative to this project.

Key Personnel	Responsibilities
Mr. Ray Pedrosa, Project Manager	Mr. Pedrosa will oversee all aspects of the project. He will meet with the City on a regular basis to discuss implementation and to discuss our performance on the project.
Mr. Tim Souder, Construction and Implementation Manager	Mr. Souder will be in charge of construction and implementation for the project. He will also oversee the construction subcontractor's work and will ensure a smooth installation and implementation process.
Mr. Joe Peters, VP-Field Services	Mr. Peters will manage the maintenance staff. He will make sure that service issues are handled correctly and in a timely manner.



Red Light Photo Enforcement Program

Key Personnel	Responsibilities
Ms. Korey Hinz, Director of Operations	Ms. Hinz manages the violation processing staff. Her team processes all of the violations and serves as the customer service center for citation recipients.
Ms. Cindy Bigelow, Account Representative	Ms. Bigelow will assist Mr. Pedrosa with managing any daily issues that arise during our contract with the City of San Diego.
Ms. Ellen Pence, Public Relations and Community Outreach	Ms. Pence will be the City's contact for its public relations and community outreach campaign.

15.f Client and Vendor Contact

The dedicated Project Manager/Lead shall be accessible, at the minimum, by e-mail and local telephone numbers with an area code of 619, 858, or 760, or a toll free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time excluding the most recently published City holidays as specified on the City's internet site www.sandiego.gov.

Mr. Pedrosa will be accessible by email and by phone during the days and times specified in the City's RFP. We will set up either a local phone number with the specified area codes or a toll-free number that the City can use to contact Mr. Pedrosa.

15.g Proposer's Statement of Subcontractors

The Statement of Subcontractors is on the following page.

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Proposer is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: Republic ITS Contact Name: Andy Poster
Address: 9932 Prospect Ave., Ste. 134 Phone Number: (619) 562-1104
Santee, CA 92071 Fax Number: (619) 562-1125
Dollar amount of sub-contract: \$ 480,000 Contract Dates: Entire length of 3-yr. contract
Contractor's License #: 647154
Requirements of contract: Installation and maintenance of red light camera system; engineering drawings
What portion of work will be assigned to this subcontractor: 100% of above services

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____



17. Proposer's Implementation Plan

The City's goal is to have no interruption in service between contracts (existing and new) with the acceptance of the incumbent Contractor. Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Proposer intends to provide the work plan with specified deliverables as previously specified. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

Since the incumbent cannot be measured on this factor, it is especially important that ATS is able to convey that a transition from the incumbent can be accomplished with little if any measurable downtime and risk to the City. ATS has the staff, equipment and capability to transition the program in well under 180 days.

There are two time-based elements that govern the transition of this project. These are:

1. Court Integration
2. Fixed Site Camera Transition

Through cooperative and careful coordination, the transition can accomplish as little as 15 to 20 cumulative days of downtime to retrofit the existing fixed camera sites. Each fixed site will take approximately 12 man hours to retrofit.

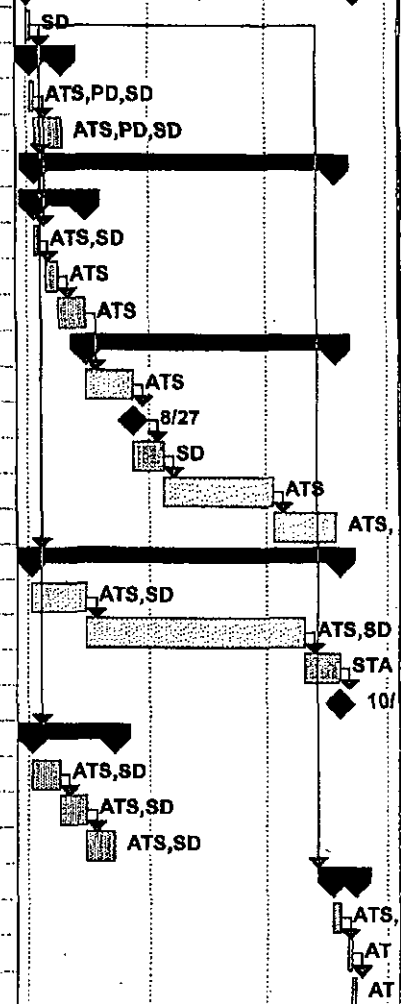
17.a Transitional Implementation Timeline

The Transitional Timeline assumes that court integration is undertaken prior to the start of cut over of any of the camera technology. This approach is the least risky plan because any unforeseen problems with integration, testing and signoff can be addressed without the potential loss of violations.

ATS expects that existing photo-enforced intersections can be fully operational within 90 days of contract signature. This projection assumes that the court computer system can support this integration time line.

CITY OF SAN DIEGO PROPOSED RED LIGHT CAMERA ENFORCEMENT PROGRAM TRANSITION SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessor	Aug '07					Sep '07					Oct '07				
						29	5	12	19	26	2	9	16	23	30	7	14	21	28	
1	Red Light Enforcement Program Installation	60 days	Wed 8/1/07	Tue 10/23/07																
2	Notice to Proceed	1 day	Wed 8/1/07	Wed 8/1/07																
3	Program Initiation Workshops and Planning Phase	6 days	Thu 8/2/07	Thu 8/9/07	2															
4	City / ATS Implementation Team Meeting	1 day	Thu 8/2/07	Thu 8/2/07																
5	Develop Business Rules	5 days	Fri 8/3/07	Thu 8/9/07	4															
6	Red Light Implementation	55 days	Fri 8/3/07	Thu 10/18/07	2															
7	Planning and Engineering Phase	9 days	Fri 8/3/07	Wed 8/15/07																
8	Planning and Engineering Meeting	1 day	Fri 8/3/07	Fri 8/3/07	4															
9	Acquire As-Builts	3 days	Mon 8/6/07	Wed 8/8/07	8															
10	Conduct Field Surveys (If needed)	5 days	Thu 8/9/07	Wed 8/15/07	9															
11	Transition Camera Sites	46 days	Thu 8/16/07	Thu 10/18/07																
12	Design Installations	8 days	Thu 8/16/07	Mon 8/27/07	10															
13	Submit Engineered Drawings (If needed)	0 days	Mon 8/27/07	Mon 8/27/07	12															
14	Obtain Permits (If needed)	6 days	Tue 8/28/07	Tue 9/4/07	13															
15	Gatso Camera De-Install/ATS Reinstallation	20 days	Wed 9/5/07	Tue 10/2/07	14															
16	Test & City Approval	12 days	Wed 10/3/07	Thu 10/18/07	15															
17	Court System Data Integration	57 days	Thu 8/2/07	Fri 10/19/07	2															
18	Scoping of Court Interface	10 days	Thu 8/2/07	Wed 8/15/07																
19	Development of Interfaces (ATS and SD)	40 days	Thu 8/16/07	Wed 10/10/07	18															
20	Testing	7 days	Thu 10/11/07	Fri 10/19/07	19															
21	System ready for Citations and Operation	0 days	Fri 10/19/07	Fri 10/19/07	20															
22	Public Awareness Program	15 days	Thu 8/2/07	Wed 8/22/07	2															
23	Scoping	5 days	Thu 8/2/07	Wed 8/8/07																
24	Development	5 days	Thu 8/9/07	Wed 8/15/07	23															
25	Implementation	5 days	Thu 8/16/07	Wed 8/22/07	24															
26	Training	4 days	Thu 10/18/07	Tue 10/23/07	2															
27	City/Police User Training - Axis Processing System	2 days	Thu 10/18/07	Fri 10/19/07																
28	City/Police User Training - Axis Camera Systems	1 day	Mon 10/22/07	Mon 10/22/07	27															
29	Court Training	1 day	Tue 10/23/07	Tue 10/23/07	28															





18. Required Reports

Proposers shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) calendar days of the date on which the report is due, such failure shall be deemed a material breach of Contract that may, at the City's option, result in termination of the Contract.

ATS will file all reports that are required by any law or regulation of the State of California or its agencies accurately, completely and in a timely manner.



19. Exceptions

ATS would like to negotiate a performance bond that meets the requirements of the City but also takes into account that the equipment and services are being provided at no cost to the City and a ATS sole risk.


American Traffic Solutions

480.368.0900 • Fax: 480.607.0901 • www.atsol.com • 14861 North Scottsdale Road • Suite 109 • Scottsdale, AZ 85254

July 11, 2007

Ms. Beverly Asbill-Gumbs
 Procurement Specialist
 City of San Diego
 Purchasing and Contracting Department
 1200 Third Avenue, Suite 200
 San Diego, CA 92101

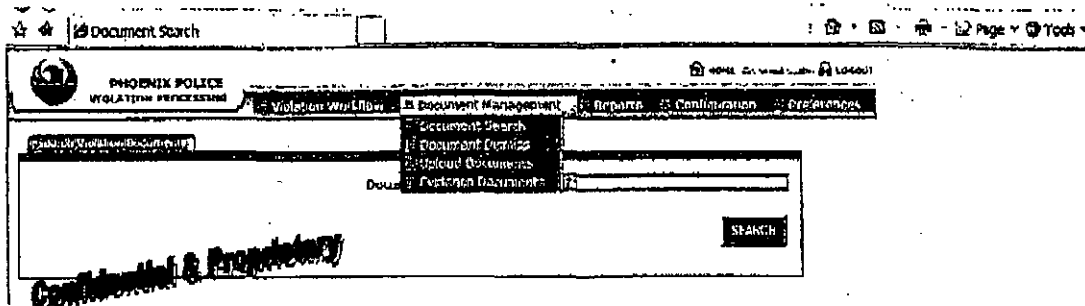
Re: Proposal No. 8621-07-E-RFP, Red Light Enforcement Program -Response to Request for Clarification and Additional Information Dated July 6, 2007

Dear Ms. Asbill-Gumbs:

Thank you for the opportunity to clarify how our deliverables are made to the local court. We understand that all Court packages must be delivered without contact or intervention with the local agency/client (City of San Diego). ATS can accommodate this requirement through several different options.

1. Provide the San Diego County Superior Court with evidence packages via compact disc (CD), flash drive through a secure delivery method, or through a secure FTP server within the specified time requirements, or
2. ATS can provide on-line access with a secure login ID to our Axis™ system where authorized Court personnel can view and reproduce evidence packages in real time from the Axis™ system. The following shows how this is completed.

Enter the Document Management Tab and select Evidence Documents



Request for Clarification Red Light Enforcement Program

Enter the Document Number (citation)

PHOENIX POLICE VIOLATION PROCESSING

Document Number: 0310720072073

SEARCH

Confidential & Proprietary

The Evidence Documents will be presented and can be printed or downloaded.

PHOENIX POLICE VIOLATION PROCESSING

Document Number: 0310720072073

DOWNLOAD IMAGE DATA

SEARCH

Confidential & Proprietary

Select Report	Report	Document Type	Document Version	Report Name
<input checked="" type="checkbox"/>	Cam Report	CAMERA LOG	1	REPORT_CL.RPT
<input checked="" type="checkbox"/>	First Notice	FIRST NOTICE	1	ASPHX_SINGLE_FIRSTNOTICE.RPT
<input checked="" type="checkbox"/>	Run Report	VIOLATION DATA REPORT	1	REPORT_VER.RPT

Options:

1) Raw Images
Raw Images are uncompressed which can range in size from 2 to 4 MB. The download time can increase by adding these images.

2) Default download
The default images available for download include all overview images and region of interest images.

Currently, we provide both services to clients throughout the United States and will work with the San Diego County Superior Court to develop the most secure, appropriate, efficient and effective means for the Courts to receive the materials they require.

We appreciate the opportunity to submit additional information on the above referenced RFP to install and operate the City's Red Light Enforcement System.

Sincerely,

American Traffic Solutions, Inc.

Adam E. Tuton
Executive Vice President/Chief Operating Officer



THE CITY OF SAN DIEGO

Red Light Photo Enforcement Program


Volume II – Price Proposal





Response to:

RFP No. 8621-07-E-RFP

May 17, 2007



 American Traffic Solutions
14861 N. Scottsdale Road
Suite 109
Scottsdale, Arizona 85254

 480.443.7000
 480.607.0901
 www.atsol.com
 www.redlightcamera.com

Proprietary and Confidential Information

The information contained in this document is Confidential Information of American Traffic Solutions, Inc., and is disclosed in response to the City's Request for Proposal for Red Light Photo Enforcement Program.



Pricing Page

Price Proposal Pages - Instructions

Proposers shall submit their proposal for pricing on the following City's Price Proposal pages. Using the enclosed Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted with the exception of pricing for optional consulting services. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable. The fixed monthly fee shall be inclusive of all costs associated with providing the operation of each RLPE site as specified in this RFP. No other charges will be considered.

Proposers may provide attachment worksheets, which include a breakdown of labor hours and other rationale used in determining their pricing. However price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed.

Price evaluation shall be based on the fixed monthly fee for installation and operation of the initial twelve (12) RCL. All other pricing will not be evaluated.

Our pricing is listed on the following Pricing Page.

Option to Renew

The contract is for the period of three (3) years from date of award with options to renew for two (2) additional one (1) year periods under the terms and conditions of the current contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Proposer an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Proposer shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised.
_____ %

Failure to submit or complete the price increase section above will be construed to mean that prices originally proposed will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

If the renewal options were exercised, the maximum percentage increase would be 3% per year.

VI. PRICING PAGE

Fixed Monthly Fee for installation and operation of initial 12 RLC approach sites \$ 3,750

Fixed Monthly Fee for installation and operation of an additional RLC approach site \$ 5,195 per month.

Price to relocate **one (1)** existing RLC approach site \$ 50,000

Payments will be made to the successful Proposer monthly in arrears.

ATS will buy back each existing Gatsometer system for \$2,000 each, and ATS will de-install them at no cost.

Red Light Photo Enforcement Program - Price Proposal Summary
CONFIDENTIAL INFORMATION

Proposer	Line item 1		Line item 2		Line item 3		
	Ranking based on 3 year contract	Monthly Price for each of the First 12 sites	Monthly Price for Add'l sites	Charges City will pay per month for this contract with 15 sites	Charges City will pay for 3 year contract with 15 sites	Relocate Fee if less than three years	Total Extension
American Traffic Solutions	1	\$3,750	\$5,195	\$60,585	\$2,181,060	\$50,000	\$2,231,060
ACS State & Local Solutions	2	\$5,599	\$5,599	\$83,985	\$3,023,460	\$79,500	\$3,102,960
RedFlex Traffic Systems	3	\$6,000	\$6,000	\$90,000	\$3,240,000	\$0	\$3,240,000
RedFlex Traffic Systems (smaller site)*		\$5,000	\$5,000			\$0	
Nestor Traffic Systems	4	\$7,650	\$7,650	\$114,750	\$4,131,000	\$20,000	\$4,151,000
Nestor Traffic Systems (smaller site)*		\$6,450	\$6,450			\$20,000	

* Note: Vendor proposed a reduced price for a small intersection requiring fewer cameras and / or detection.
Based on our current sites, two would fall under this reduced price.

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement ("MOA") is hereby made by and among American Traffic Solutions, Inc. ("Proposer") and the City of San Diego ("City"), collectively referred to as the "Parties," to memorialize their acceptance of the terms of the contract resulting to the Proposer's successful proposal in response to the City's Request for Proposal ("RFP") No. 8621-07-E-RFP.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract as defined in the RFP, including all Contract Documents, Exhibits and Attachments thereto, and documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer's proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

WHEREAS, the Parties intend to specifically incorporate the following additional terms to the RFP as part of the Contract;

- 1) Multiple front photo capability shall provide at a minimum three (3) front photos;
- 2) Gamma adjustment shall be included for the photos;
- 3) Vehicle speed information for "in ground loop detectors" is accurate and will be certified by Proposer;
- 4) Video may be viewed frame by frame both "forward" and "backward";
- 5) Upon expiration or termination of this contract, Proposer shall complete all program work associated with the final violation images captured by the system on the last day of the Contract. Such work shall include, but not be limited to, citation processing, citation approval procedures, violation viewing, preparation of court case packages, and court appearances, as identified in the RFP.

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City's acceptance of the Proposer's proposal in response to the RFP, the Parties shall be mutually bound by the terms of the RFP, the proposal, and all Contract Documents incorporated into the resulting Contract, subject only to the Proposer providing all requisite provisional award documentation, such as certificates of insurance and bond(s) to the Purchasing & Contracting Department within ten (10) calendar days, as defined in the RFP.

Accepted and Agreed,

City of San Diego:

American Traffic Solutions, Inc.:

By: Tammy Rimes,
Purchasing Agent

By: James D. Tuton, President

Date: _____

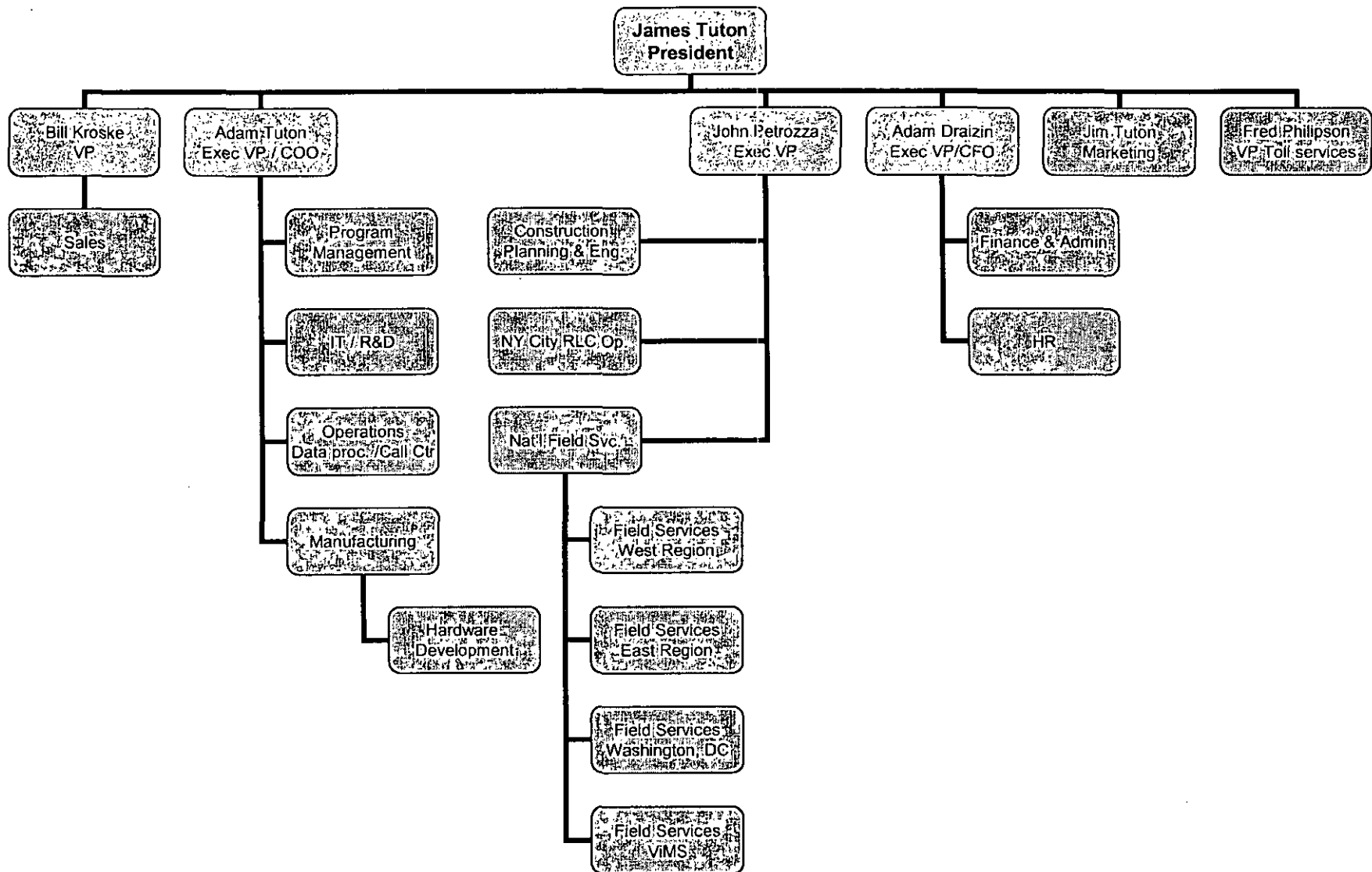
Date: _____

I HEREBY APPROVE the form and legality of the foregoing agreement this ____
day of _____, 2007.

MICHAEL J. AGUIRRE, City Attorney

By: _____
Sanna R. Singer
Deputy City Attorney

CORPORATE OVERVIEW





City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

LOCAL WORK FORCE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☒ Other

Name of Company: American Traffic Solutions, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 14861 N. Scottsdale Road, Suite 109

City Scottsdale County Maricopa State AZ Zip 85254

Telephone Number: (480) 443-7000 FAX Number: (480) 607-0901

Name of Company CEO: James Tuton

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: Other Services Type of License: Business Tax

The Company has appointed: Adam Draizin

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 14861 N. Scottsdale Road, Suite 109, Scottsdale, AZ 85254

Telephone Number: (480) 443-7000 FAX Number: (480) 607-0901

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of American Traffic Solutions, Inc.

(Firm Name)

Maricopa

Arizona

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of October 1, 2007

(Authorized Signature)

Adam Draizin

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: American Traffic Solutions, Inc.

DATE: October 1, 2007

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|---|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups. |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial		1									8	7		
Professional Specialty	5		2	2	2	2					38	13	1	
Engineers/Architects			2								4			
Technicians and Related Support	15		6		1		1				47	3		
Sales											7			
Administrative Support/Clerical	3	6	1	9	2	1		1			12	40	1	2
Services			1											
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving	1													
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN	24	7	12	11	5	3	1	1			116	63	2	2
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GRAND TOTAL ALL EMPLOYEES

247

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT - Page 3

NAME OF FIRM: American Traffic Solutions, Inc.

DATE: October 1, 2007

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tile setters														
Operators														
Painters														
Pipe fitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES	247
---------------------------	-----

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--