



## **Takoma Park City Council Meeting – March 16, 2022**

### **Agenda Item 5B**

#### **Work Session**

Discussion of Request for Approval of a Contract between the City of Takoma Park and Conduent State and Local Solutions, Inc. for Red Light Camera Enforcement Services

#### **Recommended Council Action**

Consideration of contract.

#### **Context with Key Issues**

The Police Department is seeking authority to enter into a contract with Conduent State and Local Solutions, Inc. (Conduent) in accordance with the terms of an existing contract between Conduent and the City of Newport News, VA. Failure to obey traffic signals is one of the primary causes of crashes at intersections. In an effort to enhance traffic safety, Maryland law, Transportation Article 21-202.1, allows the use of Automated Enforcement by law enforcement agencies. Automated Enforcement detects and identifies violators of the law without the dependency of a police presence. This allows police officers to focus on other urgent community needs. As we continue to strive to reduce motor vehicle collisions, especially those occurring at intersections, the City of Takoma Park is seeking to ride off the City of Newport News' contract for photo enforcement services.

The proposed contract will provide the required equipment and processing of all violations related to the program. The contract will stipulate the implementation of cameras at seven locations in Takoma Park. The cost for each camera is \$3,175 per month.

#### **Council Priority**

Engaged, Responsive and Service Oriented Government

#### **Environmental Considerations**

The City of Takoma Park and Conduent State and Local Solutions, Inc. are entering into this contract to reduce red light camera violations and accidents at intersections to prevent injuries and fatalities among pedestrians and motorists.

#### **Fiscal Considerations**

The Red light Camera Program is self-sustaining and does not require startup costs from the City.

#### **Racial Equity Considerations**

In July 2017, the City Council passed Resolution 2017-45 Establishing the City Council's Goals and Priorities for the Takoma Park Police Department. It is the expectation of the City Council that the Contract authorized by this Ordinance is consistent with these goals and priorities and that any employee authorized to perform duties under the *Red Light Camera Program* in the City of Takoma Park will be familiar with and abide by those Goals and Priorities pertinent to their role in the City.

Use of red light cameras reduces concerns that traffic enforcement may be subjective and possibly affected by the race of vehicle occupants.

**Attachments and Links**

- Contract between Conduent State and Local Solutions, Inc. and the City of Newport News
- City of Newport News RFP
- Draft Ordinance

# REQUEST FOR PROPOSALS

RFP No. 21-0201-2031

Issue Date: July 8, 2021



**City of Newport News**  
**OFFICE OF PURCHASING**  
**2400 Washington Avenue, 4<sup>th</sup> Floor**  
**Newport News, VA 23607**  
**Phone: (757) 926-8721**  
**Fax: (757) 926-8038**  
[www.nnva.gov/purchasing](http://www.nnva.gov/purchasing)

|                          |  |
|--------------------------|--|
| <b>Title:</b>            | Automated Red Light Photo Enforcement  |
| <b>Proposals Due:</b>    | August 24, 2020 at 5:00 p.m.   |
| <b>Project Overview:</b> | To solicit a qualified firm to furnish, install and administer a comprehensive Automated Red Light Photo Enforcement Program for the City of Newport News at selected intersections. |

The City of Newport News (the “City”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein and proposals will be received at the Office of Purchasing, 4<sup>th</sup> Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown above (local prevailing time).

**Pre-Proposal Conference:** A Pre-Proposal Conference is NOT scheduled for this solicitation.

**Questions:** Questions or comments related to this solicitation shall be directed to the Contract Officer and the Assistant Buyer not later than 1:00 p.m. on August 10, 2020. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

|                          |   |
|--------------------------|---|
| <b>Contract Officer:</b> | Shari Colvin, CPPO, CPPB, Purchasing Manager,<br><a href="mailto:scolvin@nnva.gov">scolvin@nnva.gov</a> |
| <b>Assistant Buyer:</b>  | Vernest Rice, Assistant Buyer, <a href="mailto:ricevo@nnva.gov">ricevo@nnva.gov</a>                     |

This solicitation is posted on eVA, Virginia’s eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and is available for free download. A direct link to all City of Newport News solicitations on eVA is located at [www.nnva.gov/691](http://www.nnva.gov/691) or from the Office of Purchasing webpage ([www.nnva.gov/purchasing](http://www.nnva.gov/purchasing)) by selecting Solicitations from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the eVA solicitation webpage.

Note: The City of Newport News utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City’s electronic procurement system.

## **Table of Contents**

### **Terms Conditions and Specifications**

Section A – Standard Terms and Conditions  
Section B – Contract Specific Terms and Conditions  
Section C – Submission Requirements and Evaluation  
Section D – Scope of Work

### **Attachments**

Attachment A – Proposal Form  
Attachment B – Price Proposal  
Attachment C – Small, Women-Owned, Minority and Service Disabled Veteran-Owned Business Requirements  
Attachment D – References  
Attachment E – Proprietary Information

### **Exhibits**

Exhibit I – Insurance Requirements  
Exhibit II – Sample Agreement/Contract  
Exhibit III – Automated Treasurer Lien Process

## SECTION A STANDARD TERMS AND CONDITIONS

Rev: 8/1/2019

### 1. PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS

- a. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Proposals (also referred to as "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.
- b. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Proposals received in the Office of Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.
- c. All costs associated with preparing a proposal, including any mailing costs, are the Offer's responsibility.
- d. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
- e. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.
- f. If City Hall is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the City, at the originally scheduled time.
- g. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.
- h. Failure to submit a proposal on the official City form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.
- i. Submission of a proposal is not to be construed as an award or an order to ship.
- j. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Offeror from award of a contract.

2. **ADDENDA:** Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all addenda are received.

The City posts all solicitations and related addenda on eVA, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). A direct link to City of Newport News solicitations is located at [www.nnva.gov/691](http://www.nnva.gov/691) or from the Office of Purchasing webpage ([www.nnva.gov/purchasing](http://www.nnva.gov/purchasing)) by selecting *Solicitations* from the left side bar.

### 3. AWARD

- a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). A direct link to City of Newport News solicitations and related awards on **eVA** is located at [www.nnva.gov/691](http://www.nnva.gov/691) or from the Office of Purchasing webpage ([www.nnva.gov/purchasing](http://www.nnva.gov/purchasing)) by selecting *Solicitations* from the left side bar.
- b. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Proposals, awards may be made to more than one (1) Offeror.
- c. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications or Scope of Work.
- d. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.
- e. The Administrative Appeals Procedure is posted on the Office of Purchasing website <https://www.nnva.gov/707/ Vendor-Resources>. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.

4. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.

5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

### 6. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

7. **COOPERATIVE PURCHASE:** If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, agencies or institutions within the United States to purchase at contract prices and terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify other public bodies of the availability of contract(s), if desired. Offerors who do not wish to extend the terms, conditions and prices to other public bodies shall so indicate in the proposal.
8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form.
9. **FAITH BASED ORGANIZATIONS:** The City of Newport News does not discriminate against faith based organizations.
10. **NON-DISCRIMINATION:** During the performance of a contract with the City, the Contractor agrees as follows:
  - a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.
11. **DRUG FREE WORKPLACE:** During the performance of a contract with the City, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## 12. PAYMENT TERMS

- a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.
- b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- c. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.
- d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- e. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.
- f. The City does not make advance payments for goods or services by practice.

13. **TAXES:** Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

14. **HOLD HARMLESS AND INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

## 15. CYBER SECURITY AND PRIVACY BREACH INDEMNIFICATION

In the event, there is a breach of confidential or private information from City data due to any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the contract, the Contractor shall indemnify the City, its elected officials, officers employees, and volunteers for all costs associated with the privacy or security breach including the costs of professional external Information Technology services to contain and or terminate the security failure or privacy event, professional external Information Technology services to conduct a forensic investigation to determine cause, and scope of the breach including who may have been affected by the breach, services to research and identify current address information to contact those affected, third party notification services, third party identity theft, and identity restoration insurance and or services, legal services and advices relating to the security failure or privacy event, external communications firm services to provide call center services, press releases, and answer questions related to the breach for those affected, regulatory fines, penalties or assessments levied against the City as a result of the breach including State, Federal, PCI, and, and shall fully indemnify the City for any third party claims resulting on account of loss of or damage to any property or for injuries to or death of any person.



**Confidentiality:** Confidential Information may be supplied to the Contractor solely for the purposes of performance under the Contract and Contractor agrees not to use this data for any other purpose or to disclose the data to any third party. Contractor shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to the Contractor's performance under the contract.

Contractor shall take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of the contract. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this contract by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a third party who has a right to disclose it to the receiving party; or
- d. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Virginia Freedom of Information Act, Va. Code §2.2-3700, et seq. or similar applicable public disclosure laws governing this contract; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give us prompt notice and otherwise perform the functions required by applicable law.
- e. Any violation by Vendor of any provision under this Confidential Information section shall constitute a material breach of this contract, and as such the City reserves the right to terminate the contract immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by the Contractor of its obligations to the Confidential Information section to include injunctive relief.

16. **INTERPRETATION OF SPECIFICATIONS:** The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
17. **LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
18. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
19. **RIGHTS UNDER ANTITRUST LAWS:** The Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
20. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

22. **DEFAULT:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

23. **TERMINATION FOR CONVENIENCE:**

The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

24. **TERMINATION FOR CAUSE:**

In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

25. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.

26. **SEVERABILITY:** If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

27. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

28. **CONFLICT:** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.
29. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.
30. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space, in order to conduct audits.
31. **ENTIRE AGREEMENT:** The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

## SECTION B CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **CONTRACTOR QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract. Offeror shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
  - a. Offeror's established experience record in providing comparable services;
  - b. Number of years the Offeror has been providing these types of services;
  - c. A matrix that shows five references of Offeror's customers where similar services were provided along with a description of the services provided, total value of the contract, date service was provided, and name and telephone number of a contact person for that client.
3. **METHOD OF AWARD:** The City will make a single award to the responsible Offeror who has made the best proposal and determined to be most advantageous to the City. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the bidding. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City.
4. **CONTRACT/AGREEMENT:** Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.
6. **CONTRACT PERIOD/ RENEWAL:** Term of the Contract shall begin when Contract is awarded and end on December 31, 2024; however, actual provision of services shall not begin until January 1, 2021. Time between award of Contract and January 1, 2021 may be used for transitioning to the new Contract, but shall not interfere with services being provided under the existing contract. The existing contract terminates upon the implementation of the new contract or on December 31, 2020 whichever comes first. Program shall be fully operational and functional by January 1, 2021. In the event the Contract goes the full term, the City may, at its sole option, extend the Contract for up to seven (7) additional one-year periods.

The Contractor will cease the operation of cameras at midnight of the end of Contract term and or termination date. The Contractor will continue to follow all operational procedures outlined in the Contract until all violations have been processed by Newport News Police personnel.

A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one-year renewal period upon mutual agreement of the City and Contractor.

7. **PRICE ESCALATION/DE-ESCALATION:** If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by no more than the percentage increase/decrease of the "Other Services" category for labor of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Consumer Price Index or Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi> or <http://www.bls.gov/ppi>.

8. **METHOD OF ORDERING:** Receipt of a Purchase Order constitutes the authorization to provide the goods or services specified on the order.

The City operates on a fiscal year basis from July 1 through June 30 of each year. Should a Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

**NOTE: The City utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.**

9. **COMPENSATION:** The Contractor will be compensated in accordance with the fees quoted in the Price Proposal (Attachment B). The Contractor is advised that no portion of the Contractor's fees shall be based upon the percentage of money collected or number of violations issued. The Contractor shall be responsible for all "ongoing" costs of the Program. The City will not pay any up front or capital costs for the installation of the Program. The fees quoted in the Proposal Pricing Schedule of Values shall be inclusive of all costs.

The Contractor shall guarantee, to the City, that the program will be cost neutral or better during the term of the agreement. In the event that the total fixed monthly fees to be billed by the Contractor in a given month exceed the current monthly gross of fines collected in the same given month, the City will pay 100% of the amount collected in fines. The remaining unpaid portion of Contractor's total monthly fee will roll over and be added to the following month's total. At the end of the Contract term or upon termination of the Contract, any unpaid rollover amounts owed to the Contractor shall be forfeited by the Contractor and not owed by the City.

10. **INVOICING:** The Purchase Order number and the Contract Number (when applicable) shall be included on each invoice. Failure to include this information may delay payment. Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6<sup>th</sup> Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.

11. **PAYMENT:** Billing for services shall commence when a camera system is fully operational and notice of violation and summonses are being generated from the camera system. Payment terms associated with payment of invoices shall be Net 30 days after the services have been rendered or receipt of invoice whichever is later.

12. **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

Prior to submitting a proposal, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

Insurance requirements are specified herein as Exhibit I.

13. **EXAMINATION OF CONDITIONS:** Each Offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the Contractor from furnishing all materials or performing the work in accordance with the Specifications or Scope of Work.

14. **CONFIDENTIALITY**

- a. Each party to the contract resulting from this solicitation shall (i) hold in strict confidence any or all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under a contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Each party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).
  - b. Exclusions: The term "Confidential Information" shall not include information that is:
    - i. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
    - ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract;
    - iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
    - iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.
  - c. Return or Destruction: Upon the termination or expiration of a contract, the Contractor shall at its own expense, (a) promptly return to the City all tangible Confidential Information (and all copies thereof except the record required by law) or (b) upon written request, destroy such Confidential Information and provide written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form. The City shall retain and dispose of Contractor's Confidential Information in accordance with records retention policies and as required by law.
15. **SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the

City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

16. **CONTINUITY OF SERVICES:** The services rendered in the contract resulting from this RFP are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.

## SECTION C

### SUBMISSION REQUIREMENTS AND EVALUATION

1. **PROPOSAL SUBMISSION:** Submit *one* original paper version (conspicuously marked as “ORIGINAL”) and *six* complete paper copies (*seven* total) and *one* electronic version on CD or USB/”Thumb Drive” (a USB/”Thumb Drive” is preferred) of the proposal by the due date and time specified on the cover page. Proposals shall be delivered to the City of Newport News, Office of Purchasing, 2400 Washington Avenue, Newport News, VA 23607.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror’s name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version and be provided as a single PDF file. In case of a conflict between the original paper version and the electronic version, the original paper version shall govern.

2. **TECHNICAL PROPOSAL FORMAT:** To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

- A. Attachment A - Proposal Form: The Proposal Form should act as the cover pages of the proposal.
- B. Executive Summary: An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- C. Experience: Offeror shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
  - (1) Offeror’s established experience record in providing comparable services;
  - (2) Number of years the Offeror has been providing these types of services;
  - (3) A matrix that shows five references of Offeror’s customers where similar services were provided along with a description of the services provided, total value of the contract, date service was provided, and name and telephone number of a contact person for that client.
- D. Capability and Skills: Offeror shall provide a description of the qualifications and skills of the organization and personnel who shall be responsible for performance of the services. Such description shall, at a minimum, include the following:
  - (1) A company profile providing the following information:
    - a Firm's name and business address, including telephone and facsimile numbers;



- b. Year established (include former firm names and year established, if applicable);
  - c. Description of your organization, including mission, form of ownership, facilities and locations, and names of officers, principles, and major equity owners;
  - d. Organizational Chart of the firm, including; a) a complete organizational chart showing the internal divisions and departments proposed for this project (specifically noting those that will serve the City of Newport News, and the relationships to all outside subcontractors, b) a similar chart for key employees who will provide services as part of this project;
  - e. The name, title, address, and telephone number of the Offeror's authorized Negotiator/Proposal Manager. The person cited shall be empowered to respond to all questions, provide information, and make binding commitments for the firm and its subcontractors during this procurement (i.e., through contract award), if applicable.
- (2) A listing of the personnel that will be assigned to the project along with a summary of their specific responsibilities for the project.
  - (3) Resources available to the organization for performance of the contract; including major subcontractors, work they will perform, approximate percentage of the total contract and term of agreement between Contractor and the subcontractor.
  - (4) Evidence of ability to meet insurance requirements.
  - (5) Copy of Contractor's License (Reference Provision III.B.3)
  - (6) Documentation to show the Offeror is properly registered with the Commonwealth of Virginia State Corporation Commission.
  - (7) Description of financial stability and other resources that most adequately ensure the delivery of acceptable services to the City. The Offeror shall indicate the type of organization they represent— i.e., individual, partnership, or corporation. If the Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer, and all principals or partners shall be listed. If available, the Offeror should provide financial statements—i.e., audited annual financial reports for the previous three years.
  - (8) State whether you have had any contract or agreement that has been involuntarily terminated for cause or that has been the subject of any litigation.
- E. Services to be Provided: Offeror should provide a description outlining the services to be performed. Such description should, at a minimum, provide the following information:
- (1) Offeror's understanding of the project.
  - (2) Overall project plan.
  - (3) Listing and annotation as to the manner in which the Offeror proposes to meet each provision stipulated in the Scope of Work section of this RFP. Offeror must detail the image quality specifications and provide real sets of violation image examples captured in day time, night time, and during inclement weather.
  - (4) Listing of all major tasks to be performed by the Offeror and the deliverable products associated with each task.
  - (5) Staffing, customer services, and other plans associated with provision of the services.
  - (6) Implementation schedule.

- (7) Listing of any materials, labor, or effort to be provided by the City.
  - (8) List of any exceptions taken to the provisions of this RFP.
3. **PRICE PROPOSAL:** Complete and provide the Price Proposal Form (Attachment B) with your proposal. Offerors should include any performance guarantees offered with the Price Proposal.
  4. **EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:
    - Capabilities and functionality of the proposed solution to meet City needs.
    - Successful experience of the firm providing similar services.
    - Experience and demonstrated knowledge of key personnel.
    - Security, reliability and redundancy of the proposed solution.
    - Price.
    - Timeframe for completion of the project.
    - Completeness of Proposal.
  5. **EVALUATION OF PROPOSALS:** Proposals will be evaluated according to the established evaluation criteria identified herein. The City will select two (2) or more Offeror proposals that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work. The City may initiate discussions/interviews and may conduct negotiations with each of the selected Offerors. During negotiations, proposals may be revised by the Offeror and the City may obtain best and final offers. Once negotiations are completed, the City may again make a determination as to whether the Offeror has the capability, integrity or reliability to provide the required services.

Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the City.

Should the City determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the City finds that such a selection is in the best interest of the City.

## SECTION D SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit proposals to provide the City of Newport News with a comprehensive automated Red Light Photo Enforcement Program.
2. **BACKGROUND:** Major components of the Program to be provided by the Contractor shall include system design, equipment, installation, operation, maintenance, enforcement management, collection, customer service, public information/education, and other related activities associated with the Program. The purpose of the Program is to improve community safety on public streets by reducing the number of red light violations at signalized intersections in the City.
3. **SCOPE OF WORK:**
  - A. General Requirements: The Contractor shall provide all effort and materials necessary to design, furnish, install, operate, and maintain an Automated Red Light Photo Enforcement Program. Work shall also include, but not be limited to, digital color image processing, issuance of Notice of Violation and Summonses, coordination of the appeals process, collection of payments, past-due processing and customer service. In performance of the services, the Contractor agrees that the City shall have sole authority for establishing all operational and administrative Program protocols. Such authority shall include, but not be limited to, determining intersections for placement of cameras, establishing violation criteria, identifying the owner of the violating vehicle, approving all notice of violation and summonses to be issued, approving accounting, auditing and record keeping procedures.
  - B. Specific Requirements:
    - (1) Camera Locations:
      - a. Contractor shall provide sufficient camera units to monitor and effectively enforce red lights at eight (8) approaches. The approaches are spread out over three (3) intersections. Details regarding the lanes to be enforced at each approach are provided in Attachment B, incorporated herein.
      - b. During the term of the Contract, the City reserves the right to: (1) add additional intersections/approaches to be enforced or (2) delete existing intersections/approaches from the program. In the event of changes in the number and type of approaches to be enforced, the monthly fee paid to the Contractor shall be adjusted based on appropriate line item fee quoted in Attachment B. If the total number of approaches being monitored exceed 12 or are less than four (4), Contractor and City shall discuss impact the changes had on the Contract and consider adjustments to the provisions of the Contract if deemed warranted.
    - (2) Site Analysis: The Contractor shall assist the City in determining the optimal placement of the cameras units at the approaches identified in provision 3.B.(1) contained herein. In addition, during the term of the Contract, the Contractor shall perform similar analysis as it relates to identifying intersections/approaches to be added or deleted from the program at the City's request.
    - (3) Installation/Design Plan:
      - a. For each site selected, the Contractor shall prepare and submit to the City an installation/design plan associated with the site. The plan shall outline the placement of all equipment and be submitted in the form and detail as required by

the City of Newport News Department of Engineering. The installation/design plan shall be prepared by an engineer licensed to do business in the State of Virginia. Installation of the equipment shall not occur until an acceptable installation/design plan is submitted and approved by the City.

- b. The installation/design plan should be constructed to provide for minimal disruption of roadway surfaces and shall conform to all city, state and federal guidelines. The Contractor shall be responsible for submitting any plans as prescribed by the City Code and obtaining all necessary permits and approvals required for installation of the equipment. For the purpose of developing installation time frames, Contractors should assume a 30 calendar- day permit process. If the permit process takes longer than 30 days, the Contractor will be provided with additional time for final installation equal to the same number of extra days required to obtain permits.
  - c. The Contractor shall be required to attend pre-construction meeting(s) as may be required by the City.
  - d. All damage to city property caused by the Contractor during installation, operation, maintenance, or removal of system, e.g., signal conduit, signal cables, interconnect, junction boxes, radar units and pavement markings, etc., shall be repaired in a timely manner at Contractor's sole expense. Contractor furnished sign posts shall be constructed of telescoping steel. Contractor shall be responsible for providing electrical service to the red light cabinet and any additional radar units that may be required for the operation of the system. All equipment and materials and work shall be approved by the City of Newport News Department of Engineering.
- (4) Equipment: Equipment shall include, but not be limited to, software, hardware, high definition cameras, flash strobes, radar detection (or other above ground "triggering" system), wiring, computer interfaces, communication linkages, poles, cabinets and any necessary appurtenances to support a fully functional Automated Red Light Photo Enforcement Program. A complete description of the equipment proposed shall be furnished with the proposal.
- a. The equipment shall be state-of-the-art and able to automatically detect a vehicle that is violating the red signal indication. In addition, it shall also be able to capture and record the speed of such vehicle and the amount of time elapsed between the times when the signal turned red and the time of the violation.
  - b. With the rapid advancements in technology, the equipment shall be continuously upgraded as advancements in hardware and/or software become available with no additional costs to the City within the contract year. As these upgrades are implemented, they shall be reported to the City in the monthly maintenance report as required in provision 3.B.(7)b.
  - c. The violation detection component shall be capable of providing the ability to select from several triggering options all of which shall be aboveground presence detection. To avoid damage or other negative impacts to municipal inductive loop systems or reduction in life cycle potential of the roadway pavement, in roadway system "triggering" methods will not be considered.
  - d. The violation detection component shall be direction sensitive and capable of capturing multiple-image sets that may be reviewed to confirm vehicle presence prior to the stop bar during processing.

- e. The vendor will offer non-intrusive (if required) signal phase detection systems that are fully opto-isolated.
- f. Key attributes of the Imaging Units shall include, but not be limited to, the following:
  - i. Each imaging unit's operation shall be microprocessor controlled and fully automatic.
  - ii. Each camera shall record images with an output of 3000 x 2000 pixels or greater of resolution per image.
  - iii. Each unit shall record images at 30 frames per second or faster.
  - iv. Units shall allow aperture adjustment.
  - v. Each image should be full-color. IR-systems will not be considered due to color degradation.
  - vi. Systems must have a brief flash system beyond relying on incandescent floodlights, IR light or ambient light at the intersection.
- g. Key attributes of the Camera System shall include, but not be limited to, the following:
  - i. The Camera System shall use a digital media. Film based systems will not be accepted. Preference will be given to systems that utilize a combination of high resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion High Definition digital video technologies.
  - ii. The system must imprint violation information on the image at the point-of-capture. Information must include, but is not limited to: location, date, vehicle speed, duration red phase (in 1/10ths time format), duration of the amber phase (in 1/100ths time format) and elapse time between images. Vendors that do not imprint this information on each image at the point of capture will not be considered.
  - iii. At a minimum, the system shall be capable of photographing the rear of vehicles whose drivers commit red light violations. The camera shall have the capability to obtain a clear image of the rear of vehicles to clearly identify the license plate. The equipment shall be able to capture at least two (2) color photographs per violation, the first photograph shall depict the vehicle before the legal point of violation with the governing traffic signal displayed visibly red in the photograph. The second photograph shall depict the same vehicle continuing through the intersection, beyond the legal point of violation with the traffic signal visibly red in the photograph. Further, a license plate image shall be provided that is clear and legible. The license plate image used to obtain the violator's name and address must be identified from one of the intersection photos depicting the actual violation.
  - iv. The Camera System shall be modular in construction and will facilitate rapid installation and maintenance.
  - v. The Camera System shall generate secured violation evidence that can be communicated to and processed using Contractor-supplied or operated photo enforcement processing systems.
  - vi. The Camera System shall be fully suitable and functional for unattended use under all weather and ambient light conditions.

- vii. Systems shall use multiple digital still cameras for zone specific capture of violations and license plate information.
- viii. All Camera System component operations should be synchronized to a single, standard, independent, external and verifiable time and date source.
- ix. The System shall be capable of being flexibly configured to address the specific number of lanes to be enforced at each direction of travel at the site.
- x. The system shall be capable of identifying vehicles traveling through a signalized intersection during the “red” signal phase and recording a series of violation images that track the whole violation event from before the stop- bar and through to exiting the intersection.
- xi. “Scene” images will be captured to display the red signal in the vehicle’s direction of travel.
- xii. The System shall be capable of capturing multiple, license plate images displaying the characters and numbers on reflective and non-reflective license plates.
- xiii. The System shall be capable of detecting and capturing evidence of violation by slow moving vehicles. There shall be no minimum “threshold speed” for effective monitoring and evidence capture.
- xiv. In addition to monitoring straight through violations, the System shall be capable of detecting and recording evidence of left-turn violations, including violations by slow moving left-turn vehicles.
- xv. In addition to monitoring straight through violations, the System shall be capable of detecting and recording evidence of right-turn violations.
- xvi. System shall provide 24 x 7 “live” intersection monitoring and viewing capabilities.
- h. Key attributes of the Camera System Operations shall include, but not be limited to, the following:
  - i. Be capable of on-site or remote activation and maintenance support.
  - ii. Record multiple-image sets for each of the ‘scene’, license plate evidentiary requirements required to prove a violation. All images in each set shall display data bars as specified
  - iii. Record event-specific evidence to substantiate multiple, simultaneous and/or concurrent violations occurring during any red signal phase. (Please provide sample violation images to demonstrate this capability)
  - iv. Count the number of violations.
  - v. Allow a malfunction to be easily identified and debugged on-line.
  - vi. The system shall perform self-test on set-up. Simulate a violation being recorded for testing. Communicate error messages. Record date and time of system shutdown in the event of a malfunction.
  - vii. Record data pertinent to each violation in a flexibly configured data bar that is embedded with each scene, license plate and stop bar detection images that may be used to prove the violation.
  - viii. The data bar embedded to violation images shall contain the following information for each violation.

- Unique violation identifier incorporating the City/County ID.
  - Date (MM/DD/YYYY) or (DD/MM/YYYY).
  - Time (24-hour clock).
  - Direction of travel
  - Traffic signal phase.
  - Time into the 'red' phase.
  - Duration of the prior 'amber' phase.
  - Vehicle lane of travel
  - Camera ID.
- ix. Encrypt violation images and data to ensure security of primary evidence.
- x. Captures illegal right turn on red movements without false calls.
- i. The system shall have sufficient data processing capability and associated equipment to record, document and track red light enforcement data for record keeping and court adjudication. Additionally, each system shall be capable of collecting detailed computer data for statistical analysis and the ability to produce histograms and other graphical depictions for submission in court proceedings and Program analysis.
- j. All equipment shall remain the property of the Contractor during the term of the Contract, however, at the end of the Contract term, the City reserves the right to purchase said equipment at a competitive pro-rated value if deemed to be in its best interest. If the equipment is not purchased by the City, then the Contractor shall be responsible for the removal of all equipment, and restoration of all sites to their original condition.
- (5) Equipment Installation:
- a. The initial equipment configuration shall be based on the installation and operation of sufficient high definition cameras to provide enforcement at eight (8) specified approaches. The Contractor shall provide and install the poles, camera boxes, radar units, related wiring, communication links, computer interfaces, and any ancillary equipment necessary to make the equipment operational. Offerors are advised that it is the City's desire not to have any additional intersection mast arms installed. Systems that require additional intersection mast arms will not be accepted. Installation of the system shall be completed on a schedule agreed to by the City.
- b. The camera unit housing shall be:
- i. Sealed to be weather, dust, water and spray resistant.
  - ii. Securely lockable.
  - iii. Capable of being securely mounting to existing intersection infrastructures (other than mast arms) by agreement with the authority.
  - iv. Capable of being pole-mounted on a vendor supplied pole.
  - v. Shall require no more than the utilizations of a single pole and housing (City and/or Vendor Supplied) per approach.

- vi. Camera enclosures must be vandal and tamperproof. All glass openings must be bullet resistant.
  - c. The City retains the right to disconnect the Contractor's system from the traffic signal system when, in the judgment of the City, it is in the City's best interest due to issues of maintenance, repair, troubleshooting or other reasons related to the proper operation of the traffic signal system.
- (6) Communication Interface/Linkages: The Contractor shall be responsible for the design, installation, maintenance, and operating costs of all communication linkages and power supplies necessary to operate the Program.
- (7) Maintenance:
- a. The Contractor shall repair and maintain all equipment necessary to operate and administer the program, including the necessary equipment needed by the City staff to provide for oversight of the Program. Repairs shall be completed within 24 hours of notification that the equipment is not in proper working order. For each 24 hour period that a camera is inoperable, the City shall reduce the per unit monthly fee by 1/30th.
  - b. Contractor shall provide a monthly report to include: all maintenance performed; all system errors identified and the total non-operational time for each camera site. In addition, Contractor shall provide a tracking system for monitoring and reviewing status of technical issues identified by City personnel.
- (8) Contractor Staffing and Location: The Contractor's maintenance staff shall be located within the Newport News area or sufficiently close to perform timely repairs. All employees of the Contractor who will be associated with the Program shall be cleared and approved by the City's Project Manager. As part of the approval process, the City reserves the right to conduct background checks on such employees.
- (9) Performance Standards: Each of the camera systems shall be operated on a 24 hour per day basis, with an exception for downtime associated with repair, maintenance, or rotating/relocating the camera system from one location to another. At least 75% of the images taken by the cameras and associated equipment shall be of sufficient clarity to capture red light violations. A Notice of Violation and Summons shall be mailed within 5 days from the date the red light violation is verified by City personnel, and no later than 10 business days after the violation, as required by VA. Code § 15.2-968.1. The Contactor will refer all inquiries to the Newport News Police Department's Photo Safe Office.
- (10) Computer Software, Hardware, and Information System Requirements:
- a. Hardware and software provided by the Contractor shall be compatible with the City's operating system for information services and approved by the City before purchase and installation.
  - b. City staff must be able to review monthly reports and review/update violator account information online. The system shall allow City staff to review all relevant account information to include, at a minimum:
    - i. The vehicle registration plate numbers and characters
    - ii. The state of issue for the vehicle registration plate
    - iii. The vehicle registration plate type
    - iv. The date of the violation event



- v. The time of the violation event
  - vi. The location of the violation event
  - vii. All digitized images demonstrating the violation and tag close-up
  - viii. Payment status
  - ix. Hearing status
  - x. Correspondence tracking
  - xi. Standardized monthly reports (must have ability to review and print reports)
  - xii. Police Department personnel shall have immediate access to any and all functions within the web based program/application. This shall include, but not be limited to customer management reports, detailed management reports, stored activation video, and have the ability to access all collected data concerning the Newport News red light enforcement program.
  - xiii. Police Department personnel shall have immediate access to all activations, detections and or captures dismissed by Contractor. All activations detections or captures deemed as non-acceptable violations by the Contractor must be maintained for review by the City of Newport News for a period not more than two (2) business days after initial decision.
- c. City personnel shall have remote violation account update capability. City personnel should have the ability to, at a minimum:
- i. Download violation images for printing or mailing to citizens;
  - ii. Suspend activity on accounts until further research is completed in special circumstances.
- d. System response time shall be instantaneous between the remote PC workstations and the Contractor's violation processing system.
- (11) Training: The Contractor shall develop and administer a customer service and technical training program for both Contractor and up to ten City employees.
- (12) Revenues: Revenues are to be accounted for in accordance with generally accepted accounting principles. The Contractor shall provide a monthly report to the City in a form acceptable to the City's Finance Department.
- (13) Fines: All fines associated with notice of violation and summonses issued shall be in accordance with Virginia State Code statute; 15.2-968.1 "Use of Photo-Monitoring Systems to Enforce Traffic Light Signals."
- (14) Violation Processing: The Vendor shall operate fully Internet enabled violation processing services for the Authority and will pre-process violation evidence before making it available for police authorization before notice issuance.

All accesses to the violation processing system for the purpose of pre-processing evidence, police authorization, notice printing, payments tracking, and generation of courts evidence packages shall be Internet enabled and shall be accessible 24 X 7 for authorized users.

The violation processing system shall provide the following functionalities:

- a. Web-enabled access and operation
- b. Secure user log-in and access

- c. Automatic presentation of images and data captured by the camera system onto review PC's.
  - d. Easy review of violation evidence against local regulations
  - e. Ability to both 'play' full motion video and view multiple scene and plate images
    - i. Ability to view each image as a full screen enlargement with a single click
    - ii. Ability to view all original images
  - f. Ability to 'crop' a license plate image area from the optimal license plate image in the multiple-image license plate set to establish vehicle ID, and subsequently print the cropped plate area image to the notice.
  - g. Ability to 'accept' or 'reject' violation sets and record rejection reasons.
  - h. Ability to store and archive all processed violation evidence into a secured database.
  - i. 24 x 7 ability to access any stored violation image from the system database subject to agree archive rules.
  - j. 24 x 7 ability to request and immediately view Courts Evidence Package image sequences displayed as video or as individual high resolution still shots, or send images to printing locally.
  - k. 24 x 7 ability to immediately request, view and print both standard and user-defined reports.
  - l. Secured Access Control and automatically generated Electronic Audit Trails
  - m. Encryption and decryption management.
- (15) Notice of Violation and Summons Issuance:
- a. Contractor shall provide personnel to view all recorded event images and enter event data including:
    - i. The vehicle registration plate numbers and characters
    - ii. The state of issue for the vehicle registration plate
    - iii. The vehicle registration plate type
    - iv. The date of the violation event
    - v. The time of the violation event
    - vi. The location of the violation event
    - vii. The photographs associated with the violation event
  - b. The Contractor shall view each image and make a preliminary decision whether it meets the City's criteria as per the Code of Virginia to issue a notice of violation and summons or not. If the City criteria are not met, the representative shall enter the appropriate City defined explanation code. If the photograph does appear suitable for issuance of a notice of violation and summons, the Contractor shall prepare the image for City staff verification.
  - c. Contractor shall create a third image by cropping, scaling, and adjusting brightness, contrast, etc. to maximize the clarity of the registration plate. Contractor must obtain registered owner information from NLETS. The registered owner's information shall then be entered into the system with the violation images for billing process.

- d. The Contractor shall prepare and print notice of violation and summons for all City approved violations and prepare evidence packages for court. All notice of violation and summonses shall be in accordance with a City approved format. First notice of violation and summons must be color photos shall be mailed within five (5) days from the date the red light violation is verified by City personnel, and no later than ten (10) business days after the violation, as required by VA. State Code § 15.2-968.1
  - e. The Contractor shall send a second follow up notice of violation and summons to delinquent violators in the event of non-response after a City specified time. The Contractor's proposed violation processing system shall contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow up notices are not erroneously sent to violators.
  - f. Second notice of violation and summons will inform the violator that their fine is past due and will include all information included on the first notice including the three photographs. Second notice of violation and summons may be black and white photos.
- (16) Billing and Collections:
- a. The Contractor shall send the initial notice of violation and summons and a second notice of violation and summons, collect and deposit payments on civil penalties, issued pursuant to the Code of Virginia. All payments shall be mailed to a lock box account set up by Contractor, or made on-line. Acceptable forms of payment shall include personal checks, money orders, MasterCard, Visa Cards, and American Express. All bank fees and credit card fees are the responsibility of the Contractor. All revenue from notice of violation and summonses shall be electronically deposited in an account designated by the City of Newport News on a monthly basis. The Contractor shall provide an interactive Internet site to disseminate information regarding the Program and provide for on-line payments.
  - b. Currently the City is exploring the use of an Automated Treasurer Lien Process. The Contractor shall be able to both be able to process violations in accordance with current City practices and be able to migrate to an Automated Treasurer Lien Process within thirty (30) days notice. At which time the Contractor will follow the Automated Treasurer Lien Process described in Exhibit III. The Contractor shall work with the City of Newport News to establish policies and procedures for the City Collections Process:
    - i. Ensure citations statuses are accurately updated and reflected on Contractor's website (paid/voided/dismissed, etc.).
    - ii. Ensure timely transfer of unpaid citation data to the Treasurer's Office (not to include any add-ons, such as returned check fees).
    - iii. Contractor will no longer accept online payments once the collection has been forwarded to the Treasurer's Office.
    - iv. Contractor shall maintain a SFTP site for transmission of citation data and regular reception of collection payment status.
    - v. Contractor will use City approved technical specifications for file formats, layouts, naming conventions, etc.
  - c. The notice of violation and summons shall include the following at a minimum:

- i. Page 1/2 - Options Page 1 - Tear of sections with mailing addresses depending on which option is selected by violator and Page 2 - A. Make a Payment, B. Vehicle Sold / Rented / Stolen, or C. Confirm a Court Hearing. This shall be a double sided form.
    - ii. Page 3 - Notice of Violation and Summons
    - iii. Page 4 - Instructions Page
    - iv. Page 5 — Affidavit of Non-Responsibility
  - d. The Contractor shall provide a semi-annual report to the City reconciling all notice of violation and summonses issued with all notice of violation and summonses paid, written off, dismissed and outstanding. This report will be provided to the City every 6 months January and July.
- (17) Adjudication: The Contractor shall be required to assist with the court hearings associated with protests of notice of violation and summonses by providing with original mailing and a court hearing request with the Newport News Police Department's mailing address. Police department personnel will be responsible for scheduling court hearing and sending summonses to violators who elect to protest notice of violation and summonses. The Contractor shall provide the City with all supporting documentation materials, and testimony by video-graphic and/or stenographic means needed for court testimony for the trial in court. The Contractor shall be responsible for providing a copy of the notice of violation and summons under appeal along with an affidavit and/or any testimony by video-graphic and/or stenographic means designed to authenticate and ensure the admissibility of the notice of violation and summons. The affidavit shall be from someone capable of stating facts necessary to qualify the notice of violation and summons as a business record and to establish the reliability of the equipment and processes that produced the notice of violation and summons. In the event that a court requires the personal appearance of an individual capable of testifying as to the authenticating of the notice of violation and summons as a business record and/or to establish the reliability of the equipment and processes that produced the notice of violation and summons so as to insure the admissibility of the notice of violation and summons, the Contractor shall be responsible for satisfying any such court-imposed requirement at no additional cost to the City. The Contractor will not be required to submit a second, identical package to the City upon the appeal of the notice of violation and summons by the violator to the circuit court; however, the Contractor may be asked and shall provide the personal appearance of the person able to authenticate business records as referenced herein for any appeal at no additional cost to the City. The City of Newport News will handle all appeals to Circuit Court.
- (18) City of Newport News Oversight:
- a. The City of Newport News will provide staff that will monitor the operations of the Contractor and act as the City's representative, liaison, and project manager. The City's Project Manager or his designee must review and approve all notice of violation and summonses before final printing and mailing.
  - b. The Contractor shall provide an annual report to the City. The reporting period shall be based on the City's fiscal year beginning July 1 and ending June 30. The report shall include at a minimum year-to-date statistics, an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented. The annual report shall be required by mid-July of the following year to allow the City to file its own annual report on the results of the Program by August 1 of each year.

- c. A wide range of monthly reports shall be required from the Contractor. The following at a minimum is a list of topics of data and reports which shall be required:
    - i. Number of events
    - ii. Number of violations recorded
    - iii. Number of event violations
    - iv. Traffic volumes and violations by location
    - v. Number of violations not resulting in notice of violation and summonses
    - vi. Breakdown of violation rejection categories and amounts
    - vii. Breakdown of notice of violation and summonses by location
    - viii. Number of notice of violation and summonses prepared and mailed
    - ix. Number and dollar amounts of fines billed and collected calculated on a monthly, year-to-date, and program-to-date basis
    - x. Status of notice of violation and summonses issued (outstanding, paid, in collection status, etc.)
    - xi. Number of citizen inquiries including those directed to the police department
    - xii. Adjudication hearings scheduled and held
    - xiii. Adjudication appointments scheduled
    - xiv. Disposition of adjudication hearings
    - xv. Equipment hours of service
    - xvi. Camera maintenance status and downtime with explanation
    - xvii. Monthly certification from the Contractor stating the cameras and all electronic equipment used were in proper working order.
- (19) Customer Service:
- a. The Contractor shall provide a toll-free telephone intelligent voice- response system for public inquiries.
  - b. All inquiries of any type received by the Contractor shall be forwarded to the program's Newport News Police Department personnel. Designated personnel within the department will handle all matters listed above.
- (20) Record Keeping, Inspection and Audit:
- a. The Contractor is the owner of the data collected by the equipment, processed by the Contractor, and maintained in the Contractor's database. Such information and data collected shall be stored in an indexed database to enable tracking of notice of violation and summonses and the capability to print statistical reports as needed. The Contractor may be requested to maintain other non-financial information as it relates to the project, e.g., customer inquiries and maintenance logs. All notice of violation and summons images and videos shall be destroyed within sixty (60) days of the final payment or within two (2) business days after the decision not to issue a notice of violation and summons, whichever is applicable according to the retention schedules of the Library of Virginia, pursuant to the Virginia Public Records Act, Virginia Code §42.1- 76, et seq.

- b. In accordance with all applicable laws and complying with the highest professional standards, the Contractor shall keep true and accurate records of revenue and expenses and shall provide copies to the City upon request in a form to be determined by the City. All financial records relating to the project shall be made available to a duly authorized representative of the City upon request.
  - c. Contractor shall provide monthly, quarterly and yearly financial statements to the City. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall agree that the City, or their authorized representatives, shall have access to and have the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to the agreement during normal business hours and as often as the City deems necessary. The Contractor shall provide requested documents and make items available to the City for examination at a reasonable location within the corporate limits of Newport News. Such material shall include, but not be limited to, applicable financial records, invoices, materials, payrolls, time cards, personnel records and other necessary employment records relating to the Contract and all matters covered by the final agreement. Records shall be kept and maintained by the Contractor and shall be made available to the City during the term of the Contract and for a period of three (3) years thereafter unless a longer period is mandated by Federal or State regulations. If the Contractor wishes to destroy or dispose of any records (including confidential data to which the City does not have ready access) after the City's audit, but within five (5) years after final payment, the Contractor shall notify the City, at least thirty (30) days prior to such disposal in writing. Disposal of records, data and documents shall be mutually agreed upon between the City and the Contractor. Without a formal written contract, the items shall not be disposed. The City agrees to maintain the confidentiality of such materials in accordance with applicable Federal, State and Municipal laws.
- (21) Taxes: The Contractor shall be responsible for paying all applicable federal, state, and local taxes and fees, which may be chargeable.
- (22) Privacy: The City seeks a Program that is reliable, accurately and fairly captures red light violations while minimizing the invasion of privacy of drivers and passengers. The Contractor will maintain all images confidential and may not use any image for any other purpose other than its intended purpose.
- (23) Additional Services: The Contractor shall agree to add additional cameras to monitor additional intersections at the direction of the City's Project Manager at the same unit price, or less, agreed to within the Contract.



## ATTACHMENT A PROPOSAL FORM

(Completed Form Shall Be Submitted as Proposal Cover Pages)

|                           |                                       |
|---------------------------|---------------------------------------|
| <b>RFP Number:</b>        | <b>RFP 21-0201-2031</b>               |
| <b>Proposal Name:</b>     | Automated Red Light Photo Enforcement |
| <b>Due Date and Time:</b> | August 24, 2020 at 5:00 p.m.          |

| OFFEROR INFORMATION   |             |
|---|-------------|
| <b>Firm/Company Name<br/>(Legal Name)</b>                             |             |
| <b>Mailing Address</b>  |             |
| <b>Payment Address (if<br/>different from<br/>Mailing Address)</b>    |             |
| <b>Firm Telephone<br/>Number</b>                                      | (    )    - |
| <b>Employer<br/>Identification Number<br/>(EIN)</b>                   | -           |
| <b>Social Security<br/>Number (only if a EIN<br/>is NOT provided)</b> | -    -      |
| <b>Representative<br/>Name/Title</b>                                  |             |
| <b>Representative<br/>Telephone Number</b>                            |             |
| <b>Representative Email<br/>Address</b>                               |             |

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: \_\_\_\_\_

or

Firm/Company is not required to have/maintain registration  
because: \_\_\_\_\_

2. **PAYMENT TERMS:**

- ☐ "Net 30"  
☐ **Other, Specify** \_\_\_\_\_

If payment terms are not specified above, then the terms shall be "Net 30 Days".

3. **ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

4. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

- ☐ Yes  
☐ No

5. **PROPOSER'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting proposals. The proposal should include the following information in the quantities specified in the *Proposal Submission* section.

- ☐ Completed and Signed Proposal Form (This form should act as the cover for the proposal)
- ☐ Completed SWAM Form
- ☐ Completed W-9 (All proposals should include a W-9)
- ☐ Technical Proposal
- ☐ Price Proposal
- ☐ References
- ☐ Proprietary Information Form
- ☐ Meeting Information Technology Security Policy Requirements Matrix
- ☐ Draft Software License Agreement (if any)
- ☐ Other Specify or delete



**6. ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

**7. AUTHORIZATION**

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(This form must be signed. All signatures must be original and not photocopies.)

## ATTACHMENT B PRICE PROPOSAL

(Completed Form Shall Be Submitted with the proposal)

**OFFEROR NAME:** \_\_\_\_\_

| Number | Approach   | Description of Approach to be Monitored           | Fee per Month |
|--------|--|---|---------------|
| 1      | Jefferson Avenue at Denbigh Boulevard Westbound  | 4 LANES: 2 Through, 2 Left                        | \$            |
| 2      | Jefferson Avenue at Denbigh Boulevard Eastbound  | 3 LANES: 1 Through, 1 Shared Through/Left, 1 Left | \$            |
| 3      | Jefferson Avenue at Oyster Point Road Westbound  | 5 LANES: 2 Through, 2 Left, 1 Right               | \$            |
| 4      | Jefferson Avenue at Oyster Point Road Eastbound  | 6 LANES: 3 Through, 2 Left, 1 Right               | \$            |
| 5      | Jefferson Avenue at Oyster Point Road Northbound | 5 LANES: 3 Through, 2 Left                        | \$            |
| 6      | Jefferson Avenue at Oyster Point Road Southbound | 5 LANES: 3 Through, 2 Left                        | \$            |
| 7      | Jefferson Avenue at Mercury Boulevard Westbound  | 5 LANES: 3 Through, 2 Left                        | \$            |
| 8      | Jefferson Avenue at Mercury Boulevard Eastbound  | 5 LANES: 3 Through, 2 Left                        | \$            |
| Total: |  |   | \$            |

**ATTACHMENT C**  
**SMALL, WOMEN-OWNED, MINORITY-OWNED AND SERVICE DISABLED**  
**VETERAN-OWNED BUSINESS REQUIREMENTS**

Rev: 8/1/2019

(Completed Form may be submitted with the proposal or be submitted prior to award)

**BIDDER/OFFEROR NAME:** \_\_\_\_\_

It is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM. The success of the City to track the amount of business provided by SWAM firms (whether as a prime contractor or a subcontractor) is dependent upon City Contractors partnering with us in this important endeavor.

**BIDDER/OFFEROR'S RESPONSIBILITIES:**

**A. Affirmative Steps:** Bidders/Offerors shall take affirmative steps prior to submission of bids/proposals to facilitate participation in contracts by SWAM firms by providing subcontractor or sub-consultant opportunities or by partnering with a SWAM firm. Such efforts may include:

(1) Establish and maintain a current list of small, women-owned, minority-owned and service disabled veteran sources available to provide goods/services.

(2) When feasible, segment total work requirements to permit maximum SWAM participation through subcontracts or partnerships.

(3) Assure that SWAM firms are solicited whenever they are potential sources of goods or services. This step may include:

a. Sending letters or making other personal contact with SWAM firms and SWAM related associations. SWAM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

- (i) Specific description of the work to be contracted;
- (ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
- (iii) Date the information is due to the Bidder/Offeror;
- (iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWAM subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other resources to obtain certification or identify subcontractor or sub-consultants.

**B. Bidders/Offerors are required to respond to 1-3 below to be deemed *responsive*. This information may be submitted with their bid/proposal or prior to award.**

1. If you are a SWAM firm please indicate type(s) below:

**Small Business** ☐ **Woman-Owned** ☐ **Minority-Owned** ☐

**Service Disabled Veteran (SDV)** ☐

**Disadvantaged Business Enterprise (DBE) Federal Designation** ☐

**Certification by (SBSD, Other U.S. State Entity, Local Government, etc.):**  
attach certificate if available \_\_\_\_\_

**Certification #:** \_\_\_\_\_

2. In the spaces below, state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a SWAM business enterprise, put zeros in the spaces below).

Total dollars to be sub-contracted:

Company Name:

Total **Small Business** \$ \_\_\_\_\_

Total **Woman-Owned** \$ \_\_\_\_\_

Total **Minority-Owned** \$ \_\_\_\_\_

Total **SDV Dollars** \$ \_\_\_\_\_

Total **DBE Dollars** \$ \_\_\_\_\_

3. If you do not plan to utilize such firms in this contract, state your reasons:

## RESOURCES

For your reference a link to the Virginia Department of Supplier Diversity (SBSD) SWAM Directory is provided here: <https://www.sbsd.virginia.gov/directory/>

### Other Resources

National Minority Supplier Development Council  
Carolina-Virginia Minority Supplier Diversity  
Small Business Administration

[www.nmsdc.org](http://www.nmsdc.org)  
[www.cvmsdc.org](http://www.cvmsdc.org)  
[www.sba.gov](http://www.sba.gov)

*Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on eVA. This a tool to aid in establishing prime and subcontractor relationships.*

## ATTACHMENT D REFERENCE PAGE

### MUST BE FOR EQUIVALENT SERVICES

(Completed Form Shall Be Submitted with the Proposal)

*Do Not Include the City of Newport News as a Reference*

**OFFEROR NAME** \_\_\_\_\_

#### Reference 1

|   |                |                     |                |
|---|----------------|---------------------|----------------|
| Name of Business, City,<br>County or Agency | Street Address | City & State        | Contract Dates |
|   |                |                     |                |
| Contact                                     | Title          | Telephone           | Email Address  |
|   |                |                     |                |
| Description of Work Performed:              |                | Contract Amount: \$ |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |

#### Reference 2

|   |                |                     |                |
|---|----------------|---------------------|----------------|
| Name of Business, City,<br>County or Agency | Street Address | City & State        | Contract Dates |
|   |                |                     |                |
| Contact                                     | Title          | Telephone           | Email Address  |
|   |                |                     |                |
| Description of Work Performed:              |                | Contract Amount: \$ |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |

#### Reference 3

|   |                |                     |                |
|---|----------------|---------------------|----------------|
| Name of Business, City,<br>County or Agency | Street Address | City & State        | Contract Dates |
|   |                |                     |                |
| Contact                                     | Title          | Telephone           | Email Address  |
|   |                |                     |                |
| Description of Work Performed:              |                | Contract Amount: \$ |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |

Reference 4

|   |                |                     |                |
|---|----------------|---------------------|----------------|
| Name of Business, City,<br>County or Agency | Street Address | City & State        | Contract Dates |
|   |                |                     |                |
| Contact                                     | Title          | Telephone           | Email Address  |
|   |                |                     |                |
| Description of Work Performed:              |                | Contract Amount: \$ |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |

Reference 5

|   |                |                     |                |
|---|----------------|---------------------|----------------|
| Name of Business, City,<br>County or Agency | Street Address | City & State        | Contract Dates |
|   |                |                     |                |
| Contact                                     | Title          | Telephone           | Email Address  |
|   |                |                     |                |
| Description of Work Performed:              |                | Contract Amount: \$ |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |
|   |                |                     |                |

**ATTACHMENT E**  
**PROPRIETARY INFORMATION**  
(Completed Form shall be submitted with the Proposal)

**OFFEROR NAME** \_\_\_\_\_

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

( ) **No**, the proposal does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information is contained in the proposal.**

---

---

---

---

---

---

---

## EXHIBIT I INSURANCE REQUIREMENTS

Rev. 8/1/19

### 1. General Insurance Requirements:

- a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated "A" or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days' prior written notice (10 days' for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.
- b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.
- c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment and cyber liability shall be with the same company. Contractor also agrees that their insurance is primary.
- d. Other insurance may be required depending on the scope of work presented.

**The City of Newport News shall be an Additional Insured in all such policies.**

### 2. Insurance Requirements

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

**Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.**

#### a. Commercial General Liability

The minimum Limit of Liability shall be:

|  |             |
|--|-------------|
| Bodily Injury per person / occurrence (BI) | \$1,000,000 |
| Property Damage per occurrence (PD)        | \$1,000,000 |

If Policy has Aggregate Provisions –



Minimum Annual Aggregate Limit                      \$1,000,000

b. **Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence              \$1,000,000.

c. **Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer's liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL)                                      \$2,000,000

d. **Workers' Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000 for each accident, disease/employee, and disease/policy. In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

e. **Cyber Liability**

Cyber Liability in an amount not less than Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

f. **Professional/Information Technology Liability**

The contractor shall obtain and maintain professional liability insurance for errors and omissions (E & O) in the amount of two million (\$2,000,000.00) for the duration of this contract. An original certificate of insurance and all required endorsements shall be submitted to the Office of Purchasing for approval.

g. **Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News (at least 10 days' for cancellation due to non-payment of premium)."

h. **Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

**EXHIBIT II**  
**SAMPLE CONTRACT/AGREEMENT**

**CONTRACT FOR**  
**[insert RFP Title]**

THIS CONTRACT is made effective this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "City," and [\_\_\_\_\_] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**."

WHEREAS, in response to the City's Request for Proposals (RFP) # [\_\_\_\_\_] entitled [\_\_\_\_\_] the Contractor has submitted a timely proposal to provide non-professional services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the purchase order(s), and the Contractor's proposal, all of which are incorporated by reference.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on [\_\_\_\_\_] and shall continue for one year **or** continue through [\_\_\_\_\_] with an option to renew at the City's sole discretion, for \_\_\_\_ additional one-year periods.
4. **Payment**. The City shall pay the Contractor for services rendered as follows: **or** as identified in **Exhibit A**. The method for determining price adjustments, if offered, is specified in the RFP.
5. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance**. The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by my mutual agreement. The City Manager or his designee may execute such amendments on behalf of the City.
10. **Suspension or Termination**. The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices**. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

**EXHIBIT II**  
**SAMPLE CONTRACT/AGREEMENT continued**

**Contractor:**

Name  
Address

**City:** \_\_\_\_\_, Purchasing Manager  
City of Newport News, Virginia Office of Purchasing  
2400 Washington Avenue, 4<sup>th</sup> Floor  
Newport News, Virginia 23607  
Email: \_\_\_\_\_@nnva.gov  
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONTRACTOR**

\_\_\_\_\_  
Name of Contractor

BY \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

TITLE \_\_\_\_\_

**CITY OF NEWPORT NEWS, VIRGINIA**

BY \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

TITLE \_\_\_\_\_

Page 1

-----

**EXHIBIT A**  
**PAYMENT**

Page 2

-----

**EXHIBIT B**  
**NEGOTIATED TERMS AND CONDITIONS**

As a result of negotiations, the following revisions to the Scope of Work, Terms or Conditions are incorporated into the Contract:

Page 3

### **EXHIBIT III**

### **AUTOMATED TREASURER LIEN PROCESS**

The following is a requirements document to establish an automated process for the City of Newport News to receive the data necessary for the Treasurer Lien collection process. Under the state law, the Treasurer can collect any debt owed to the city. This tool is being implemented following the standard attempt to collect with the issuance of a first and second Notice of Violation and Summons.

Process Flow:

1. Contractor prints and mails Notice of Violation and Summons – 30 days to respond with a 14 day mail buffer.
2. Contractor prints and mails second Notice of Violation and Summons – 14 days to respond with 2 day mail buffer.
3. Day 61 begins the Automated Treasurer Lien Process.
4. Contractor will waive any additional fees added to the Notice of Violation and Summons during the 60 days, if any. Only a \$50.00 base fine will remain.
5. Contractor will restrict the ability to make payments online for all Notice of Violation and Summonses in the ATLP.
6. Contractor will change the status SENT TO TREASURER for all qualifying Notice of Violation and Summonses. This status is considered a HOLD status and no action will be taken until a response file is received by the Contractor from the City. The City will retain the option to dismiss any Notice of Violation and Summons from this status. Dismissals will be completed manually by the Newport News Police Department through the Contractors website application.
7. If a payment is received in the lockbox following the status change SENT TO TREASURER, the Contractor will then send to the City ([????@nnva.gov](mailto:????@nnva.gov)) a HTML weekly email on Monday no later than 11:59 PM (EST) with the Notice of Violation and Summons Number, Date of Payment and Amount of Payment. The status of the Notice of Violation and Summons will be updated to reflect the payment amount. This status would then be either PAID IN FULL or PARTIAL PAYMENT.
8. If a Notice of Violation and Summons is in a HEARING SCHEDULED or HOLD status, then it will remain in this status and not be sent to the Treasurer.
9. When the criteria above are met, the Contractor will place a file (Exhibit A) for all Non-Business Notice of Violation and Summonses on the SFTP site daily for the Newport News Police Department to access and add Social Security Numbers to the file.
  - a. Newport News Police Department will add the Social Security Numbers to the file and place it a City Internal Network folder for access by the Treasurer's Office.
  - b. The Newport News Treasurer will review the list and send out notices for payment.
  - c. All payments will be received and processed by the City of Newport News.
10. When the criteria above are met, the Contractor will place a file (Exhibit B) for all Business Notice of Violation and Summonses on the SFTP site daily for the Treasurer's Office to handle directly.
  - a. The Newport News Treasurer will review the list and send out notices for payment.
  - b. All payments will be received and processed by the City of Newport News.
11. The City will place an Export File (Exhibit C) on the SFTP site for Disposition of paid notices.
12. The Contractor will import the file and update the dispositions to PAID-COLLECTED BY CITY TREASURER.

## Automated Treasurer Lien Process (ATLP) – Newport News

**EXHIBIT A****Contractor Individual Export File Layout****General Requirements**

- File format in comma-delimited text
- File naming convention is: CNNVA\_INDIVIDUAL\_EXPORT\_YYYYMMDD.CSV
- Field values that contain comma will be enclosed as double quotes (ex. Address, Name)

**Header Record**

This is a constant row that will contain the column headings, an example is provided below.

Notice of Violation and Summons Number I SSN Number I First Name I Middle Name I Last Name I Suffix I Address I City I State I Zip Code I Balance Due I Issue Date I Date of Violation I VIN Number I License Plate Number I License Plate State I Vehicle Make I Location of Violation

**Detail Record**

| Field | Name                  | Format          | Description   |
|-------|-----------------------|-----------------|---|
| 1     | Notice of V&S Number  | Alpha-Numeric   | Notice of Violation and Summons Number for the record       |
| 2     | SSN Number            | Alpha-Numeric   | Social Security Number of the offender                      |
| 3     | First Name            | Alpha-Numeric   | First Name of the offender                                  |
| 4     | Middle Name           | Alpha-Numeric   | Middle Name of the offender                                 |
| 5     | Last Name             | Alpha-Numeric   | Last Name of the offender                                   |
| 6     | Suffix                | Alpha-Numeric   | Suffix of the offender                                      |
| 7     | Address               | Alpha-Numeric   | Address of the offender                                     |
| 8     | City                  | Alpha-Numeric   | City of the offender  |
| 9     | State                 | Alpha-Numeric   | State of the offender                                       |
| 10    | Zip Code              | Alpha-Numeric   | Zip Code of the offender                                    |
| 11    | Balance Due           | Numeric         | Balance Due on Notice of Violation and Summons (ex. \$0.00) |
| 12    | Issue Date            | (Date) YYYYMMDD | Date Notice of Violation and Summons was issued             |
| 13    | Violation Date        | (Date) YYYYMMDD | Date of Violation   |
| 14    | VIN Number            | Alpha-Numeric   | Vehicle Identification Number                               |
| 15    | License Plate Number  | Alpha-Numeric   | Vehicles' License Plate Number                              |
| 16    | License Plate State   | Alpha-Numeric   | Vehicles' License Plate State                               |
| 17    | Vehicle Make          | Alpha-Numeric   | Vehicle Make  |
| 18    | Location of Violation | Alpha-Numeric   | Location of Violation                                       |

## Automated Treasurer Lien Process (ATLP) – Newport News

## EXHIBIT B

### Contractor Corporate Export File Layout

#### General Requirements

- File format in comma-delimited text
- File naming convention is: VRBHVA\_CORPORATE\_EXPORT\_YYYYMMDD.CSV
- Field values that contain comma will be enclosed as double quotes (ex. Address, Name)

#### Header Record

This is a constant row that will contain the column headings, an example is provided below.

Notice of Violation and Summons Number I Last Name I Address I City I State I Zip Code I Balance Due  
I Issue Date I Date of Violation I VIN Number I License Plate Number I License Plate State I Vehicle Make  
I Location of Violation

#### Detail Record

| Field | Name                  | Format          | Description   |
|-------|-----------------------|-----------------|---|
| 1     | Notice of V&S Number  | Alpha-Numeric   | Notice of Violation and Summons Number for the record       |
| 2     | Last Name             | Alpha-Numeric   | Last Name of the offender                                   |
| 3     | Address               | Alpha-Numeric   | Address of the offender                                     |
| 4     | City                  | Alpha-Numeric   | City of the offender  |
| 5     | State                 | Alpha-Numeric   | State of the offender                                       |
| 6     | Zip Code              | Alpha-Numeric   | Zip Code of the offender                                    |
| 7     | Balance Due           | Numeric         | Balance Due on Notice of Violation and Summons (ex. \$0.00) |
| 8     | Issue Date            | (Date) YYYYMMDD | Date Notice of Violation and Summons was issued             |
| 9     | Violation Date        | (Date) YYYYMMDD | Date of Violation   |
| 10    | VIN Number            | Alpha-Numeric   | Vehicle Identification Number                               |
| 11    | License Plate Number  | Alpha-Numeric   | Vehicles' License Plate Number                              |
| 12    | License Plate State   | Alpha-Numeric   | Vehicles' License Plate State                               |
| 13    | Vehicle Make          | Alpha-Numeric   | Vehicle Make  |
| 14    | Location of Violation | Alpha-Numeric   | Location of Violation                                       |

Automated Treasurer Lien Process (ATLP) – Newport News

## EXHIBIT C

### Newport News Export File Layout

#### General Requirements

- File format in comma-delimited text
- File naming convention is: VRBHVA\_UPD\_YYYYMMDD.CSV
- Field values that contain comma will be enclosed as double quotes (ex. Address, Name)
- Weekly file placed on the SFTP site
- The file will be available on Sunday after 6:00PM EST

#### Header Record

This is a constant row that will contain the column headings, an example is provided below.

Notice of Violation and Summons Number I Last Name I Status Date I New Status

#### Detail Record

| Field | Name                 | Format          | Description  |
|-------|----------------------|-----------------|--|
| 1     | Notice of V&S Number | Alpha-Numeric   | Notice of Violation and Summons Number for the record              |
| 2     | Last Name            | Alpha-Numeric   | Last Name of the offender  |
| 3     | Status Date          | (Date) YYYYMMDD | Date the Notice of Violation and Summons was paid to the treasurer |
| 4     | New Status           | Alpha-Numeric   | PAID_COLLECTED BY CITY TREASURER                                   |

AGREEMENT BETWEEN THE CITY OF NEWPORT NEWS  
AND CONDUENT STATE & LOCAL SOLUTIONS, INC.  
PHOTO RED LIGHT ENFORCEMENT PROGRAM  
**Contract #21-0201-00**

THIS AGREEMENT ("Agreement" or "Contract"), dated March 31, 2021 by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "**City**," and Conduent State & Local Solutions, Inc. with offices at 8180 Greensboro Drive, Suite 403, McLean, Virginia 22102 (a New York corporation) or his, its or their successors, executors, administrators and assigns, hereinafter referred by its full name, the "**Contractor**" or "Conduent".

**RECITALS**

WHEREAS, Conduent State & Local Solutions, Inc. has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the City desires to engage the services of Conduent State & Local Solutions, Inc. to provide certain equipment, processes and back office services so that Authorized Employees of the City are able to monitor, identify and enforce red light running violations; and

WHEREAS, it is a mutual objective of both Conduent State & Local Solutions, Inc. and the City to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. **Definitions.** In this Agreement, the words and phrases below shall have the following meanings:
  - 1.1. "Authorized Employee" means the Project Manager or such other individual(s) as the City shall designate to review Potential Violations and to authorize the issuance of citations in respect thereto,
  - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Conduent System.
  - 1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Conduent State & Local Solutions, Inc. to the violator on the appropriate portion of Enforcement Documentation in respect of each Authorized Violation.
  - 1.4. "Confidential Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, when so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental



to such Person, including but not limited to:

- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto with no confidentiality restrictions, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.4.4. Notwithstanding sections 1.4, 1.4.1, 1.4.2 and 1.4.3, The City is subject to the provisions of the Virginia Freedom of Information Act (Va. Code §2.2- 3700), et al. However, to the extent that exclusions in the Act apply with respect to all or a portion of the confidential information, such exclusions will be used by the City.
- 1.5. " Intersection Approach" means a conduit of travel with up to six (6) Contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Conduent for the purposes of facilitating Red light Photo Enforcement by the City.
- 1.6. "Designated Intersection Approaches" means the Intersection Approaches as identified in Exhibit A or any additions Conduent and the City shall mutually agree upon from time to time.
- 1.7. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Conduent System.
- 1.8. "Enforcement Documentation" means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including but not limited to warning letters, citation notices (using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment

options and information regarding the viewing of images and data collected by the Conduent System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers.

- 1.9. "Equipment" means any and all approach cameras, sensors, equipment, components, products, firmware and other tangible and intangible property relating to the Conduent Photo Red Light System(s).
- 1.10. "Fine" means a monetary sum assessed for Citation.
- 1.11. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.12. "Installation Date of the Photo Red Light Program" means the date on which Conduent completes the construction and installation of eight (8) Intersection Approaches in accordance with the terms of this Agreement so that such eight Intersection Approaches are operational for the purposes of functioning with the Conduent Photo Enforcement Program.
- 1.13. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.14. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.15. "Project Manager" means the project manager appointed by the City in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Conduent Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the City's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the City's Code or other organizational documents of the City or by the City Council or other governing body of the City.
- 1.16. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Conduent System with respect to such motor vehicle, which data shall be processed by the Conduent System for the purposes of allowing the Authorized Employee to review such data and determine whether a red light violation has occurred.

- 1.17. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable and/or qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.18. "Conduent Marks" means all trademarks registered in the name of Conduent State & Local Solutions, Inc. or any of its affiliates, such other trademarks as are used by Conduent State & Local Solutions, Inc., its parent company, its subsidiaries, or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Conduent State & Local Solutions, Inc. and all modifications or adaptations of any of the foregoing.
- 1.19. "Conduent Project Manager" means the project manager appointed by Conduent State & Local Solutions, Inc. in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to convey management decisions relating to Conduent's obligations pursuant to this Agreement.
- 1.20. "Conduent System" means, collectively, the Citeweb™ and, Conduent DriveSafe System and all of the other equipment, applications, cameras, sensors, components, motor vehicles and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto, to enable Conduent to enforce a minimum of one lane of travel at a designated location.
- 1.21. "Photo Red Light Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations by Authorized Individual(s) is facilitated by the use of certain equipment, applications and back office processes of Conduent State & Local Solutions, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
- 1.22. "Photo Red light Violation Criteria" means the standards and criteria issued by the City by which Potential Violations will be evaluated by Authorized Employees of the City, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities. Should physical criteria change which requires additional modification to the Photo Red Light Enforcement System or its detection equipment, any costs

incurred by either party for additional modifications is the responsibility of the City.

- 1.23. "Records Retention" means the period of time that Conduent State & Local Solutions, Inc. will retain confidential information to include photographic evidence and data associated with the photo enforcement program.
  - 1.24. "DriveSafe® System" means the proprietary hardware system provided by Conduent relating to the Photo Enforcement Program.
  - 1.25. "Citeweb™ System" means the proprietary software system provided by Conduent relating to the Photo Enforcement Program.
  - 1.26. "Traffic Signal Controller Boxes" means the signal controller interface and vehicle detection owned and operated by the City. This includes, but not limited to, the City's traffic controller, City's vehicle detection equipment, City's communication equipment, City's controller cabinet, etc.
  - 1.27. "Violation" means any traffic violation authorized for photo enforcement by an Authorized Employee as prohibited by the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.
  - 1.28. "Violations Data" means the images and other Violations data gathered by the Conduent DriveSafe® System at the Designated Intersection Approaches.
  - 1.29. "Warning Period" means a 30 day period after the installation date of a new intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed and accepted by the City. This Warning Period only applies to new enforcement locations not previously utilized for enforcement by the City.
2. **Terms.** Term of the Contract shall begin when Contract is awarded and end on June 30, 2024; however, actual provision of services shall not begin until July 1, 2021. Time between award of Contract and July 1, 2021 may be used for transitioning to the new Contract, but shall not interfere with services being provided under the existing contract that terminates June 30, 2021. Program shall be fully operational and functional by July 1, 2021 and remain fully operational and functional during the contract. In the event the Contract goes the full term, the City may, at its sole option, extend the Contract for up to eight (8) additional one-year terms.

The Contractor will cease the operation of cameras at midnight of the end of Contract term and/or termination date. The Contractor will continue to follow all operational procedures outlined in the Contract until all Potential Violations have been processed by Conduent and Newport News Police personnel and all Authorized Violations have been identified and corresponding first notice Citations mailed.

A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one-year renewal period upon mutual agreement of the City and Contractor.

3. **Services.** Conduent shall provide the Photo Red Light Enforcement

Program to the City, in each case in accordance with the terms and provisions set forth in this Agreement, RFP#21-0201-2031 including any addendums and the Conduent Proposal offer submitted on August 24, 2020.

- 3.1. Installation. With respect to the construction and installation of the Designated Intersection Approaches and the installation of the Conduent DriveSafe® System at such Designated Intersection Approaches, the City and Conduent shall have the respective rights and obligations set forth on Exhibit B attached hereto.
- 3.2. Maintenance. With respect to the maintenance of the Conduent DriveSafe® System at the Designated Intersection Approaches the City and Conduent shall have the respective rights and obligations set forth on Exhibit C attached hereto.
- 3.3. Violation Processing. During the Operational Period, Violations shall be processed as follows:
  - 3.3.1. All Violations Data shall be stored on the Conduent Citeweb System;
  - 3.3.2. The Conduent Citeweb System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Conduent Citeweb System;
  - 3.3.3. The Conduent System will be accessible by Authorized Employees through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.
  - 3.3.4. Conduent shall provide the Authorized Employee with access to the Conduent System for the purposes of reviewing the pre-processed Violations Data within five business (5) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
  - 3.3.5. The City shall cause the Authorized Employee within four (4) business days to review the Violations Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an acceptance on the system which will authorize attachment of an Electronic Signature to Conduent using the software or other applications or procedures provided by Conduent on the Conduent Citeweb™ System for such purpose, and Conduent hereby acknowledges and agrees that the decision to issue a citation shall be the sole unilateral and exclusive decision of the City. At the sole discretion of the City a Citation decision shall be made and in no event shall Conduent have the ability or authorization to make a Citation decision.
  - 3.3.6. With respect to each Authorized Violation, Conduent shall print and mail a Citation within one (1) business day after Conduent's receipt of such authorization provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
  - 3.3.7. Conduent shall provide a toll-free telephone number for the purposes of answering citizen inquiries

- 3.3.8. Conduent shall permit the Authorized Employee to generate reports using the Conduent Standard Report System.
- 3.3.9. Upon Conduent's receipt of a written request from the City and in addition to the Standard Reports, Conduent shall provide, without cost to the City, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Conduent DriveSafe® System with respect thereto to the City in such format and for such periods as mutually agreed upon.
- 3.3.10. During the three (3) month period following the Installation Date and/or upon Conduent's receipt of a written request from the City at least fourteen (14) calendar days in advance of court proceeding, Conduent shall provide expert witnesses for use by the City in prosecuting Violations; provided, however, the City shall use reasonable best efforts to seek judicial notice in lieu of requiring Conduent to provide such expert witnesses;
- 3.3.11. During the three (3) month period following the initial Installation Date, Conduent shall provide training to City Authorized Employees as shall be reasonably necessary in order to allow Authorized Employees to act as expert witnesses regarding the Conduent System on behalf of the City with respect to the Redlight Enforcement Program in accordance with Exhibit B section 1.15.
- 3.4. Records Retention. Conduent will retain confidential information to include photographic evidence and data associated with the photo enforcement program per the retention requirements established in Code of Virginia §15.2-968.1 (H).
- 3.5. Prosecution and Collection. The City shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Conduent shall have the right to receive the compensation on behalf of the City and Conduent shall deposit such compensation into the identified City account in the designated timeframe required by the City as set forth on Exhibit E attached hereto.
- 3.6. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Conduent and the City shall have the respective rights and obligations set forth on Exhibit E attached hereto.
- 3.7. Change Orders. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Conduent, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Conduent's receipt of a Change Order Notice, Conduent shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the

parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Newport News City Code Section 2-577, (1), (2). The City will not be subject to any charges related to mutually agreed upon change orders in the event the City elects to operate the system on a cost neutral basis.

**4. License; Reservation of Rights.**

- 4.1. License. Subject to the terms and conditions of this Agreement, Conduent hereby grants the City, and the City hereby accepts from Conduent upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Newport News access and use the Conduent Citeweb™ System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Conduent Citeweb™ System in connection therewith, (b) disclose to the public (including outside of the City of Newport News) that Conduent is providing services to the City in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and if desired by the City, (c) use and display the Conduent Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Conduent.
- 4.2. Reservation of Rights. The City hereby acknowledges and agrees that: (a) Conduent is the sole and exclusive owner of the Conduent Citeweb™ System, the Conduent Marks, all Intellectual Property arising from or relating to the Conduent System, Conduent Citeweb™ System, and the Conduent DriveSafe® System and any and all related Equipment thereto, and any modifications, derivative works or any other changes to such items (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of City pursuant to this Agreement, the City shall gain no additional right, title or interest therein. The City reserves the right to remove any Conduent equipment that may be involved in a vehicular accident which the City believes poses an imminent unsafe conditions for the public, but the City must take reasonable care to prevent any further damage to such Conduent equipment and return all such removed equipment promptly to Conduent.
- 4.3. Restricted Use. The City hereby covenants and agrees that it shall not (a) make any modifications to the Conduent System, including but not limited to the Conduent Citeweb™ System, the Conduent DriveSafe®

System, and any Equipment, (b) alter, remove or tamper with any Conduent Marks, (c) use any of the Conduent Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Conduent therein, (d) use any trademarks or other marks other than the Conduent Marks in connection with the City's use of the Conduent System pursuant to the terms of this Agreement without first obtaining the prior consent of Conduent, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Conduent System, the Conduent System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Conduent, or cause any other Person to do any of the foregoing.

- 4.4. Protection of Rights. Conduent shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Conduent, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Conduent Marks, the filing of patent application for any of the Intellectual Property of Conduent, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Conduent Marks or the Intellectual Property of Conduent without the prior written consent of Conduent.
- 4.5. Infringement. The City shall use its reasonable best efforts to give Conduent prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Conduent Marks or any of Conduent's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Conduent Marks or any other Intellectual Property of Conduent. Conduent shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Conduent commences any enforcement action under this Section 4.5, then the City shall render to Conduent such reasonable cooperation and assistance as is reasonably requested by Conduent, and Conduent shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Conduent shall reimburse the City for any reasonable costs incurred in providing such cooperation and assistance.
- 4.6. Infringing Use. The City shall give Conduent prompt written notice of any action or claim action or claim, whether threatened or pending, against the City alleging that the Conduent Marks, or any other Intellectual Property of Conduent, infringes or violates any patent, trademark copyright, trade secret or other Intellectual Property of any other Person, and the City shall render to Conduent such reasonable cooperation and assistance as is reasonably requested by Conduent in the defense thereof; provided, that Conduent shall reimburse the City for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Conduent determines, in the exercise of its sole discretion, that an infringement may exist, Conduent shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.



## 5. Representations and Warranties.

### 5.1. Conduent Representations and Warranties.

5.1.1. Authority. Conduent hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Conduent hereby warrants and represents that any and all services provided by Conduent pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Conduent System, subject to applicable law, in compliance with all specifications provided to Conduent by the City and including any clarifications pursuant to the Services offered by Conduent in the Conduent Proposal.

### 5.2. City Representations and Warranties.

5.2.1. Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workman like manner and in compliance with all applicable laws.

5.3. Limited Warranties. This is a service agreement. Conduent warrants that the proposed Photo Red Light Enforcement System will operate as a fully functional system that will perform in substantial compliance with the requirements identified in the Newport News RFP#21-0201-2031 and as further addressed in the Conduent Proposal offer submitted on August 24, 2020, which as previously incorporated herein, by reference. Except as otherwise provided in this agreement, Conduent makes no further warranties of any kind, express or implied, including but not limited to, the warranties of the merchantability and fitness for a particular purpose, with respect to the Conduent System or any related equipment or with respect to the results of the City's use of any of the foregoing. Notwithstanding anything to the contrary set forth herein, Conduent does not warrant that the system will operate interrupted in the way the City selects for use, or that the operation or use thereof will uninterrupted. The City hereby acknowledges that the Conduent System may malfunction from time to time, and subject to the terms of this agreement, Conduent shall diligently endeavor to correct any such malfunction in a timely manner.

**6. Termination for Cause:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is

by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

7. **Termination for Convenience.** The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause. If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

8. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

- 8.1. Procedures Upon Termination. The termination of this Agreement shall not relive either party of any liability that accrued prior to such termination. Except as set forth in Section 6, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

- 8.1.1. Conduent shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Photo Red Light Enforcement Program, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Conduent pursuant to this Agreement, (iii) promptly deliver to the City a final report to the City regarding the collection of data and the issuance of Citations in such format and for such periods as the City may reasonably request, and which final report Conduent shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to City a final invoice stating all fees and charges properly owed by the City to Conduent for work performed and Citations issued by Conduent prior to the termination, and (v) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Immediately upon termination Conduent is no longer bound

to the Data Retention Requirements for any data and if the City wishes to obtain the data it must be conveyed at the time of termination. Conduent will transfer the data and relevant information to the city by a mutually agreed upon method. The City will assume the burden for all costs associated with this task including but not limited to administrative, storage media, storage media authoring devices, and internet bandwidth used for transferring data. Conduent will provide no tools for accessing this data or other guarantees.

- 8.1.2. The City shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Conduent System and using any other Intellectual Property of Conduent, (ii) promptly deliver to Conduent any and all Proprietary Property of Conduent provided to the City pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by the City to Conduent for work performed and Citations issued by Conduent prior to the termination.
- 8.1.3. Unless the City and Conduent have agreed to enter into a new agreement relating to the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Conduent shall remove any and all Equipment or other materials of Conduent installed in connection with Conduent's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Conduent shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.
- 8.1.4. The City will not be subject to any fees or charges related to the termination of the Agreement in the event the City elects to operate the system on a cost neutral basis.

9. **Cyber Security and Privacy Breach Indemnification.** In the event, there is a breach of confidential or private information from City data due to any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the contract, the Contractor shall indemnify the City, its elected officials, officers employees, and volunteers for all costs associated with the privacy or security breach including the costs of professional external Information Technology services to contain and or terminate the security failure or privacy event, professional external Information Technology services to conduct a forensic investigation to determine cause, and scope of the breach including who may have been affected by the breach, services to research and identify current address information to contact those affected, third party notification services, third party identity theft, and identity restoration insurance and or services, legal services and advices relating to the security failure or privacy event, external communications firm services to provide call center services, press releases, and answer questions related to the breach for those affected, regulatory fines, penalties or assessments levied against the City as a

result of the breach including State, Federal, PCI, and, and shall fully indemnify the City for any third party claims resulting on account of loss of or damage to any property or for injuries to or death of any person.

Confidentiality: Confidential Information may be supplied to the Contractor solely for the purposes of performance under the Contract and Contractor agrees not to use this data for any other purpose or to disclose the data to any third party. Contractor shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to the Contractor's performance under the contract.

Contractor shall take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of the contract. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this contract by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a third party who has a right to disclose it to the receiving party; or
- d. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Virginia Freedom of Information Act, Va. Code §2.2-3700, et seq. or similar applicable public disclosure laws governing this contract; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give us prompt notice and otherwise perform the functions required by applicable law.
- e. Any violation by Vendor of any provision under this Confidential Information section shall constitute a material breach of this contract, and as such the City reserves the right to terminate the contract immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by the Contractor of its obligations to the Confidential Information section to include injunctive relief.

**10. Hold Harmless and Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

**11. Dispute Resolution.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation

or enforcement hereof (the "Dispute"), the parties shall resolve their dispute per Newport News City Code Section 2.577. (1) (2).

- 12. Assignment.** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- 13. Independent Contractor.** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
- 14. Records and Inspection.** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space, in order to conduct audits. Notwithstanding the forgoing the City will not have access to Contractor's proprietary information, including cost data not related to this agreement, trade secret, or proprietary.
- 15. Force Majeure.** Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, labor unrest, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Conduent, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 16. Entire Agreement.** The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
- 17. Severability.** If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each

provision of this contract shall be valid and enforced to the full extent permitted by law.

- 18. Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 19. Construction.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 20. Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 21. Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.
- 22. Covenant of Further Assurances.** All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 23. Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 24. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 25. Cost Neutrality.** The Contractor shall guarantee, to the City, that the program will be cost neutral or better during the term of the agreement. In the event that the total fixed monthly fees to be billed by the Contractor in a given month exceed the current monthly gross of fines collected in the same given month, the City will pay 100% of the amount collected in fines. The remaining unpaid portion of Contractor's total monthly fee will roll over and be added to the following month's total. At the end of the Contract term or upon termination of the Contract, any

unpaid rollover amounts owed to the Contractor shall be forfeited by the Contractor and not owed by the City.

- 26. Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 27. No Third Party Benefit.** Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 28. Injunctive Relief.** The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 8 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 29. Laws and Regulations.** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. If a change in law results in a material cost for Contractor, City and Contractor will enter a mutually agreed change order to compensate Contractor for the cost of such change in law.
- 30. Governing Law and Venue.** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
- 31. Continuity of Services.** The services rendered in the contract resulting from this RFP are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.
- 32. Conflict.** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.

**33. Non-Exclusive Contract.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.

**34. Default.** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

**35. Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). Email is primarily used for contract communications. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending, if sent electronically on a scheduled business day between 9am – 5pm EST, otherwise notification will be effective on the next available business day. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

35.1 Notices to Conduent:

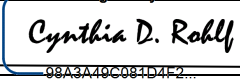

Conduent State & Local Solutions, Inc.  
Attention: Holly Cooper  
8180 Greensboro Drive, Suite 403  
McLean, Virginia 22102  
Email: holly.cooper@conduent.com  
Phone: 219.406.5507

35.2 Notices to the City:

Shari D. Colvin, Purchasing Manager  
City of Newport News, Virginia Office of Purchasing  
2400 Washington Avenue, 4<sup>th</sup> Floor  
Newport News, Virginia 23607  
Email: scolvin@nnva.gov  
Phone: 757.926.8039



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written on the first page.

|                 | <b>OWNER</b>   |                 | <b>CONTRACTOR</b>  |
|-----------------|--|-----------------|--|
|                 | City of Newport News   |                 | Conduent State & Local Solutions, Inc.   |
| Signature:      | <br><small>DocuSigned by: 98A3A40C084D4E2</small> | Signature:      | <br><small>DocuSigned by: F8A313F9825D43d</small> |
| Name:           | Cynthia D. Rohlf   | Name:           | Holly Cooper   |
| Title:          | City Manager   | Title:          | Vice President   |
|                 |  |                 |  |
| Address:        | 2400 Washington Avenue   | Address:        | 8180 Greensboro Drive, Suite 403   |
| City,<br>State: | Newport News<br>Virginia   | City,<br>State: | McLean<br>Virginia   |
| Zip:            | 23607  | Zip:            | 22102  |

#### Contractor's Registration

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

## EXHIBIT "A"

### DESIGNATED INTERSECTION APPROACHES

The contract is for the implementation of up to the number of intersections as allowed by the Code of Virginia. Identification of enforced intersection approaches will be based on mutual agreement between Conduent and the City as warranted by community safety and traffic needs.

The City's current designated intersection approaches are listed below. The City has the right to delete or add approaches in consultation with Contractor and this list will be updated by change order to the Contract which will address added locations and any resulting compensation to Contractor.

| <b>Number</b> | <b>Approach</b>                                  | <b>Description of Approach to be Monitored</b>    |
|---------------|--|---|
| 1             | Jefferson Avenue at Denbigh Boulevard Westbound  | 4 LANES: 2 Through, 2 Left                        |
| 2             | Jefferson Avenue at Denbigh Boulevard Eastbound  | 3 LANES: 1 Through, 1 Shared Through/Left, 1 Left |
| 3             | Jefferson Avenue at Oyster Point Road Westbound  | 5 LANES: 2 Through, 2 Left, 1 Right               |
| 4             | Jefferson Avenue at Oyster Point Road Eastbound  | 6 LANES: 3 Through, 2 Left, 1 Right               |
| 5             | Jefferson Avenue at Oyster Point Road Northbound | 5 LANES: 3 Through, 2 Left                        |
| 6             | Jefferson Avenue at Oyster Point Road Southbound | 5 LANES: 3 Through, 2 Left                        |
| 7             | Jefferson Avenue at Mercury Boulevard Westbound  | 5 LANES: 3 Through, 2 Left                        |
| 8             | Jefferson Avenue at Mercury Boulevard Eastbound  | 5 LANES: 3 Through, 2 Left                        |

## **EXHIBIT "B"**

### **CONSTRUCTION AND INSTALLATION OBLIGATIONS**

#### Timeframe for Installation: Fixed Photo Red Light System

Conduent will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Conduent State & Local Solutions, Inc. and the City.

Conduent will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Conduent will use reasonable commercial efforts to install and activate the first specified intersection within ninety (90) days subsequent to formal project kick-off and receipt of the required City approved program implementation program and City's business rules. The City agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Conduent and are not guaranteed.

In order to provide the City with timely completion of the photo enforcement project, Conduent State & Local Solutions, Inc. desires that the City assist with obtaining timely approval of permit requests. The City acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the City will provide engineering review(s) of Conduent permit requests and all documentation in a timely manner.

1. Conduent Obligations. Conduent shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Conduent's sole expense):
  - 1.1. Appoint the Conduent Project Manager and a project implementation team;
  - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer;
  - 1.3. Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
  - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications.
  - 1.5. Finalize the acquisition of the Approvals;
  - 1.6. Assist the City in developing a public awareness strategy, which may include assisting the City in developing media and educational materials;
  - 1.7. Assist the City in development of the City's Photo Red light Violation Criteria ;
  - 1.8. Assist the City in modification and/or development of the Enforcement Documentation necessary for performance of this agreement and for approval by the City, which approval shall not be unreasonably withheld;
  - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches.
  - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
  - 1.11. Install and test the functionality of the Conduent System at the Designated

- Intersection Approaches and establish fully operational Violation processing capability with the Conduent System;
- 1.12. Implement the use of the Conduent System at each of the Designated Intersection Approaches;
  - 1.13. Citation processing and citation issuance/re-issuance for Authorized Violations;
  - 1.14. Conduent shall provide training (i) for up to fifteen (15) personnel of the City, including but not limited to the persons who City shall appoint as Authorized Employees and other persons involved in the administration of the Red light Photo Enforcement Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Conduent System and the Red light Photo Enforcement Program, which training shall include training with respect to the Conduent System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
  - 1.15. Conduent shall comply with all requirements of the Code of Virginia§ 15.2- 968.1.
  - 1.16. Conduent will acquire adequate electrical power in order to operate the systems.
  - 1.17. Conduent is responsible for all computer hardware, web browsers and high speed internet to operate the system. The City is responsible for the standard computer, internet and web browser for the web-based police authorization module.
  - 1.19 Interact with court and judicial personnel to address issues regarding the implementation of the Conduent System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Conduent, the City and (WHERE APPLICABLE juvenile court personnel)
2. City Obligations. The City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at City's sole expense):
- 2.1.1. Appoint the Project Manager;
  - 2.1.2. Assist Conduent in obtaining the Drawings from the relevant Governmental Authorities;
  - 2.1.3. Notify Conduent of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Red light Photo Enforcement Program;
  - 2.1.4. Provide assistance to Conduent in obtaining access to the records data of the Department of Motor Vehicles in Conduent's capacity as an authorized requestor on behalf of a the City; and
  - 2.1.5. Assist Conduent in seeking the Approvals (section 1.4 above)
  - 2.1.6. Provide reasonable access to the City's properties and facilities in order to permit Conduent to install and test the functionality of the Designated Intersection Approaches and the Red light Photo Enforcement Program;
  - 2.1.7. Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
  - 2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Conduent with respect to the quantity of media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy during the period commencing on the date on which Conduent begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
  - 2.1.9. Develop the Red light Violation Criteria; and
  - 2.1.10. Seek approval of the Enforcement Documentation developed under this program.
  - 2.1.11. The City shall provide on an agreed upon frequency, without cost to Conduent, reports regarding the prosecution of Citations, the collection of fines, fees and other monies and available collision data, in such format and for such periods as

Conduent may reasonably request.

- 2.1.12. Yellow Light Timing Review: The City is responsible to ensure that the yellow or amber light phase timing at all photo enforced intersections meets minimum standards according to Federal, State, and local laws, guidelines, and/or rules and Notify Conduent of any changes made thereto.
- 2.1.13. The City may allow Conduent to use existing conduit space as available upon the sole decision of the City's Engineer.
- 2.1.14. The City shall be responsible to provide and install LED traffic signal lights (yellow and red) at all enforced locations.
- 2.1.15. City will install any required enforcement signage, poles, hardware, etc.

**EXHIBIT "C"**  
**MAINTENANCE**

1. Except as provided in Section 5 of Exhibit E, all repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Conduent, including but not limited to maintaining the casings of the cameras included in the Conduent System and all other Equipment in reasonably clean and graffiti-free condition.
2. In accordance with the terms and provisions set forth in this Agreement, RFP#21-0201-2031, Conduent shall continuously provide the latest software upgrades and no less than annually provide the latest hardware upgrades (if any) as part of Conduent's maintenance activities at no cost to the City. Conduent shall ensure all the equipment is fully operations at all times.
3. Conduent shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.
4. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Conduent shall provide and install such flash units.
5. Conduent may assign specific personnel to provide follow up assistance to the City in the form of the HELPDESK, a designated City Service Representative and a Director of Accounts.

## **EXHIBIT "D"**

### **COMPENSATION & PRICING**

City and Conduent agree that the City will pay for the photo enforcement systems and services on a fixed monthly basis as stated below. Conduent will work proactively with the City in identifying the intersection locations and such locations will be listed in Exhibit A of the Contract.

\$3,175.00 Fixed Monthly Fee per Approach

#### **BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:**

1. Conduent may utilize existing City conduit for installation where space is available and is approved for use by the City. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Conduent.

Price adjustments may be permitted for changes in the Contractor's material/service costs not to exceed the change of the Consumer Price Index (CPI) 17-3023 Electrical and Electronic Engineering not seasonally adjusted as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

A price adjustment may be requested after the initial contract period of three (3) years contract and each yearly renewal period thereafter. Such price adjustment will be valid only when verified and approved by the Office of Purchasing.

The Contractor shall provide a minimum of 30 days advance notice ("advance notification period") of any price increase to the Office of Purchasing. An approved price adjustment will be effective at the beginning of the calendar month following the end of a full 30 day advance notification period. (For example, Contractor requests a price increase on August 15. Office of Purchasing reviews and approves the request. New prices will be effective October 1).

The Contractor shall submit a written request for a price adjustment (email, facsimile, or US Mail) to the Office of Purchasing. Evidence/proof of price change from the manufacturer or other relevant source shall accompany the request. Price adjustments are not automatic and are subject to approval by the Office of Purchasing. If an adjustment is approved by the City, price increases may be limited to a maximum of 5% for each increase period.

Any manufacturer price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

The City reserves the right to request a reduction in price based on economic factors or market conditions during the contract term according to changes in the specified index or other factors.

Consumer Price Index or Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi> or <http://www.bls.gov/ppi>.

2. Except where a balance remains unpaid due to a deficit in the gross cash received as

described herein, City agrees to pay Conduent within thirty (30) days after the invoice is received. A monthly late fee of 1% is payable for amounts remaining unpaid 45 days from date of invoice.

3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Conduent.
4. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the City.
5. The City shall require any and all employees who may operate or occupy the Equipped Motor Vehicles to complete a mandatory training program to insure that (a) the Equipped Motor Vehicles are operated in a safe manner and (b) all warnings and instructions that accompany the Equipped Motor Vehicles are understood and heeded.
6. Any required Credit Card convenience fees will not be considered to be revenue received and are the responsibility of the violator.
7. Roadway/Intersection improvement projects: City shall reimburse Conduent the costs and overhead of replacing and or modification of operational system approaches.
8. If a system is deactivated at the City's request due to roadway construction, the monthly fee will continue throughout the time the system is deactivated.
9. Conduent will provide 24/7 roadside storage for DriveSafe® camera systems sufficient to last 90 days to the City.
10. In the event the City expands the program to a quantity of 20 cameras or more Conduent will provide a price reduction to \$3,125.00 per camera per month.
11. TAXES: Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.



**EXHIBIT "E"**  
**ADDITIONAL RIGHTS AND OBLIGATIONS**

Conduent and the City shall respectively have the additional rights and obligations set forth below:

1. Conduent shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Red light Photo Enforcement Program (actual print and production costs are the sole responsibility of the City).
2. The City shall not access the Conduent System or use the Red light Photo Enforcement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the Conduent System or the Conduent Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Conduent for such Person, or which could damage, disable, impair or overburden the Conduent System or the Conduent Photo Enforcement Program, and the City shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Conduent System, or (iii) any materials or information not intentionally made available by Conduent to the City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing.
3. The City shall maintain the confidentiality of any username, password or other process or device for accessing the Conduent System or using the Red light Photo Enforcement Program.
4. Conduent and the City shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Conduent and the City shall obey any and all such rules and regulations.
5. The City shall promptly reimburse Conduent for the cost of repairing or replacing any portion of the Conduent System, or any property or equipment related thereto, damaged directly or indirectly by the City, or any of its employees, contractors or agents.
6. Conduent is solely responsible for seeking reimbursement from any third party that damages their equipment.

**EXHIBIT "F"**  
**INSURANCE REQUIREMENTS**  
 Rev. 8/1/19

**1. General Insurance Requirements:**

- a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated "A" or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days' prior written notice (10 days' for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.
- b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.
- c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Contractor also agrees that their insurance is primary.
- d. Other insurance may be required depending on the scope of work presented.

**The City of Newport News shall be an Additional Insured in all such policies.**

**2. Insurance Requirements**

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

**Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.**

**a. Commercial General Liability**

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)      \$1,000,000

Property Damage per occurrence (PD)      \$1,000,000

If Policy has Aggregate Provisions –

Minimum Annual Aggregate Limit                      \$1,000,000

b. **Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence \$1,000,000.

c. **Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer's liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL)                      \$2,000,000

**Workers' Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

d. **Cyber Liability**

Cyber Liability in an amount not less than Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

e. **Professional/Technology Liability**

The contractor shall obtain and maintain professional liability insurance for errors and omissions (E & O) in the amount of two million (\$2,000,000.00) for the duration of this contract. An original certificate of insurance and all required endorsements shall be submitted to the Office of Purchasing for approval.

f. **Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News (at least 10 days' for cancellation due to non-payment of premium)."

g. **Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written on the first page.

| OWNER        |                          | CONTRACTOR   |  |
|--------------|--------------------------|--------------|--|
|              | City of Newport News     |              | Conduent State & Local Solutions, Inc. |
| Signature:   | <i>Cynthia D. Rohlf</i>  | Signature:   | <i>Holly Cooper</i>                    |
| Name:        | Cynthia D. Rohlf         | Name:        | Holly Cooper                           |
| Title:       | City Manager             | Title:       | Vice President                         |
| Address:     | 2400 Washington Avenue   | Address:     | 8180 Greensboro Drive, Suite 403       |
| City, State: | Newport News<br>Virginia | City, State: | McLean<br>Virginia                     |
| Zip:         | 23607                    | Zip:         | 22102                                  |

Signature of Authorized Owner, Partner or Officer

#### Contractor's Registration

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

| City Attorney Use Only     |                |
|----------------------------|----------------|
| <b>APPROVED AS TO FORM</b> |                |
| DocuSigned by:             |                |
| <i>Pamela Bates</i>        | March 30, 2021 |
| Assistant City Attorney    | Date           |

## Certificate Of Completion

Envelope Id: 6435DF375A18499EBAC0B1EF293B6691

Status: Completed

Subject: Please Approve Contract No. 21-0201-00 Automated Red Light Photo Enforcement

Source Envelope:

Document Pages: 29

Signatures: 5

Envelope Originator:

Certificate Pages: 3

Initials: 0

Vernest Rice

AutoNav: Enabled

2400 Washington Avenue

Envelopeld Stamping: Enabled

City Hall, 4th Floor

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Newport News, VA 23607

ricevo@nnva.gov

IP Address: 216.54.23.130

## Record Tracking

Status: Original

Holder: Vernest Rice

Location: DocuSign

3/30/2021 8:40:47 AM

ricevo@nnva.gov

## Signer Events

## Signature

## Timestamp

Shari Colvin

**Completed**

Sent: 3/30/2021 9:03:27 AM

colvinsd@nnva.gov

Viewed: 3/30/2021 9:39:54 AM

Purchasing Manger

Signed: 3/30/2021 9:40:25 AM

Newport News Office of Purchasing

Using IP Address: 216.54.23.130

Signing Group: Purchasing Management

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 1/10/2020 2:03:07 PM

ID: 1f522f72-32e2-4c92-a43f-650be1a37e31

Company Name: City of Newport News, Virginia Office of Purchasing

Holly Cooper

DocuSigned by:  
*Holly Cooper*  
F8A313F9825D434...

Sent: 3/30/2021 9:40:28 AM

holly.cooper@conduent.com

Viewed: 3/30/2021 11:23:47 AM

Vice President

Signed: 3/30/2021 11:24:30 AM

Conduent State & Local Solutions, Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 174.248.153.148

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 3/30/2021 11:23:47 AM

ID: d4b834d8-0e1c-43fd-b3e6-0b0884e7fdda

Company Name: City of Newport News, Virginia Office of Purchasing

Pamela Bates

DocuSigned by:  
*Pamela Bates*  
84EE7664FE0F4BF...

Sent: 3/30/2021 11:24:32 AM

batespp@nnva.gov

Viewed: 3/30/2021 12:15:20 PM

Security Level: Email, Account Authentication  
(None)

Signed: 3/30/2021 12:16:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.54.23.130

### Electronic Record and Signature Disclosure:

Accepted: 12/3/2020 12:00:21 PM

ID: 5c82a0d5-54ab-4f82-a5f0-4e41f84ee8fe

Company Name: City of Newport News, Virginia Office of Purchasing

Ralph "Bo" Clayton

**Completed**

Sent: 3/30/2021 12:16:05 PM

claytonrl@nnva.gov

Viewed: 3/30/2021 2:23:26 PM

Security Level: Email, Account Authentication  
(None)

Signed: 3/31/2021 10:54:06 AM

Using IP Address: 216.54.23.130

### Electronic Record and Signature Disclosure:

| Signer Events   | Signature | Timestamp |
|---|-----------|-----------|
| Accepted: 12/22/2020 11:20:08 AM<br>ID: b4c29fca-28e3-4f98-9709-dcfa819e3db9<br>Company Name: City of Newport News, Virginia Office of Purchasing |           |           |

Cynthia D. Rohlf  
rohlfcd@nnva.gov

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Cynthia D. Rohlf*  
98A3A49C081D4F2...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.54.23.130

Sent: 3/31/2021 10:54:09 AM  
Viewed: 3/31/2021 11:19:01 AM  
Signed: 3/31/2021 11:19:44 AM

#### Electronic Record and Signature Disclosure:

Accepted: 3/24/2021 1:53:58 PM  
ID: 872b672f-982d-4344-926e-da687cc3fa01  
Company Name: City of Newport News, Virginia Office of Purchasing

| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |
| Carbon Copy Events           | Status    | Timestamp |

Shari D. Colvin  
colvinsd@nnva.gov  
Purchasing Manger

Newport News Office of Purchasing

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Accepted: 1/10/2020 2:03:07 PM  
ID: 1f522f72-32e2-4c92-a43f-650be1a37e31  
Company Name: City of Newport News, Virginia Office of Purchasing

**COPIED**

Sent: 3/31/2021 11:19:47 AM

| Witness Events          | Signature        | Timestamp             |
|-------------------------|------------------|-----------------------|
| Notary Events           | Signature        | Timestamp             |
| Envelope Summary Events | Status           | Timestamps            |
| Envelope Sent           | Hashed/Encrypted | 3/30/2021 9:03:28 AM  |
| Certified Delivered     | Security Checked | 3/31/2021 11:19:01 AM |
| Signing Complete        | Security Checked | 3/31/2021 11:19:44 AM |
| Completed               | Security Checked | 3/31/2021 11:19:47 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

#### Electronic Record and Signature Disclosure

## **CITY OF NEWPORT NEWS, VIRGINIA ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

The City of Newport News, Virginia (City) accepts electronic signatures and utilizes software (DocuSign) to facilitate obtaining signatures for contract related documents and agreements initiated by the Office of Purchasing. Electronic signatures are authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia which is available for viewing at the [Virginia Legislative Information System website](#).

### **Agree to Electronic Signatures**

By selecting the check-box next to "I agree to use electronic records and signatures", you confirm that:

- You have read this Agreement;
- You agree to sign contract related documents and agreements with the City by an electronic means, including the DocuSign system;
- You affirm that you are authorized to provide consent for electronic signatures on behalf of your company;
- You can print on paper or save or send this Agreement to a location where you can print it for future reference; and
- You consent to receive contract related documents and agreements by electronic means, including the DocuSign system, during the course of your contractual relationship with the City and your consent will continue until you advise otherwise.

### **Withdrawing your Consent**

You may withdraw your consent to electronic signatures by contacting the Office of Purchasing at:

City of Newport News, Virginia Office of Purchasing  
2400 Washington Avenue  
City Hall, 4th Floor  
Newport News, Virginia 23607  
Phone: 757-926-8721  
Email: [purchase@nnva.gov](mailto:purchase@nnva.gov)

### **Consequences of changing your mind**

If you elect to receive contract related documents and agreements only in paper format, it will slow the speed at which we can complete certain steps in transactions with you.

Introduced by:

Single Reading Ordinance

**CITY OF TAKOMA PARK, MARYLAND  
ORDINANCE NO. 2022 - \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER  
TO EXECUTE A CONTRACT FOR A RED LIGHT CAMERA ENFORCEMENT PROGRAM**

- WHEREAS, Maryland law allows municipalities to enact photo red light enforcement programs; and
- WHEREAS, the goal of the red light enforcement program is to reduce traffic violations and accidents in intersections in an effort to prevent injuries and fatalities among pedestrians and motorists; and
- WHEREAS, photo red light cameras are an additional tool available to police in traffic enforcement and public safety; and
- WHEREAS, the City of Newport News competitively bid and awarded a contract for a red light enforcement program to Conduent with a cost of \$3,175 per camera per month; and
- WHEREAS, the total cost for running the red light enforcement program is offset by the revenue generated. There is no fee for the set up of red light camera locations and once the contract ends the locations are restored to their previous conditions at no cost. If any existing locations were removed, it would incur a fee; and
- WHEREAS, the locations of the red light cameras will be data based on frequency of reported accidents. The information garnered from the red light cameras will only be used for traffic violations and any issuance of citations will be governed by State law; and
- WHEREAS, entering into a contract with Conduent under the terms of the City of Newport News contract would result in the establishment of a Red Light Camera Program in the City; and
- WHEREAS, in accordance with the City's purchasing code, the City may enter into contracts or agreements for cooperative purchasing, without the requirement of competitive bidding.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:**

**SECTION 1.** The City Manager is authorized to enter into a contract with Conduent State and Local Solutions, Inc. for a photo speed enforcement program.

**SECTION 2.** This ordinance shall become effective upon adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

AYE:

NAY:



ABSTAIN:  
ABSENT: