



February 20, 2020

**NOTICE INVITING PROPOSALS FOR PHOTO RED LIGHT ENFORCEMENT SERVICES FOR THE CITY OF BEVERLY HILLS**

**BID No. 20-170-01**

The City of Beverly Hills invites prospective respondents to submit proposals to provide a red light enforcement program. The number of intersections to be monitored will not be determined until after the selected Vendor has completed an intersection analysis to establish need based on safety. The selected program must comply with California law. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposal (RFP).

The RFP is being sent to prospective respondents via e-mail at 2:00 p.m. (Pacific) on Thursday, February 20, 2020. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, no later than 1:00 p.m. (Pacific) on Thursday, March 19, 2020, via mail or in-person. Proposals will be opened and publicly read on Thursday, March 19, 2020 at 2:00 p.m.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the United States Postal System or other mail delivery service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e. telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be in writing directed to the primary contact, Sgt. Jay Kim (Traffic Bureau Supervisor / Beverly Hills Police Department), for response, and sent via e-mail to: [jkim@beverlyhills.org](mailto:jkim@beverlyhills.org). To ensure a timely response, please copy the secondary contact, Sgt. Mader ([gmader@beverlyhills.org](mailto:gmader@beverlyhills.org)), on all inquiries. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit six (6) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposal for Photo Red Light Enforcement Services  
PD Bid No. 20-170-01  
Attention: Sgt. Jay Kim  
c/o Office of the City Clerk, Room 290  
455 N. Rexford Drive  
Beverly Hills, CA 90210**

**REQUEST FOR PROPOSALS**

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- Date of Request:** Thursday, February 20, 2020, 2:00 p.m. (Pacific)
- Bid Number:** PD 20-170-01
- Item Description:** The City of Beverly Hills / Beverly Hills Police Department (BHPD) is accepting proposals from qualified bidders to provide Photo Red Light Enforcement Services. This Request for Proposal (“RFP”) is a part of a managed competition process for the City’s Photo Red Light Enforcement program.
- Question Period:** Wednesday, February 26, 2020, thru Tuesday, March 3, 2020 by 12:00 noon (Pacific).
- All inquiries must be received via e-mail during this period. Emails must be sent to: [jkim@beverlyhills.org](mailto:jkim@beverlyhills.org); with a copy to [gmader@beverlyhills.org](mailto:gmader@beverlyhills.org).
- City’s response to requests and submissions of questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP, and posted on the City’s website within 2 days of the end of the question period.
- Due Date:** Thursday, March 19, 2020, at 1:00 p.m. (Pacific)
- Open Date:** Thursday, March 19, 2020, at 2:00 p.m. (Pacific)
- Evaluation Period:** March 20, 2020 – March 31, 2020 (*tentative*)
- Upon review and evaluation of the proposals submitted, the City may develop a short list of candidates and invite selected respondents to participate in an interview and presentation process. The Police Department’s Traffic Bureau may also conduct an inspection of selected respondents’ business facilities.

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**SECTION 1: Minimum Requirements for Submitting a Proposal**

- 1-1. Respondents must have been in the business of providing photo red light enforcement services for a period of at least five years.
- 1-2. Respondents must provide complete proposals, including detailed descriptions of how they would provide the requested services, and detailed financial information that describes all aspects of the services they propose to provide.
- 1-3. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

**SECTION 2: General Conditions**

- 2-1. Proposals must be submitted to provide photo red light enforcement services.
- 2-2. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via email to: [jkim@beverlyhills.org](mailto:jkim@beverlyhills.org) with a copy to [gmader@beverlyhills.org](mailto:gmader@beverlyhills.org). No proposal may be withdrawn after the Open Date.
- 2-3. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by the City in a

manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award(s) have been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent(s) to request additional compensation.

- 2-4. The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein.
- 2-5. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original SUMMARY BID FORM and DETAILED BID FORM, along with the attachments and all other requested documentation.
- 2-6. Summary Bid Form and Detailed Bid Form: If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be provided. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be provided. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be provided. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be provided.
- 2-7. Respondents to the RFP must submit six (6) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposal for Photo Red Light Enforcement Services**  
**PD Bid No. 20-170-01**  
**Attention: Sgt. Jay Kim**  
**c/o Office of the City Clerk, Room 290**  
**455 N. Rexford Drive**  
**Beverly Hills, CA 90210**

- 2-8. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California 90210, by no later than 1:00 p.m. (Pacific) on Thursday March 19, 2020, via mail or in-person. On Thursday March 19, 2020 at 2:00 p.m. the sealed proposals will be opened and publicly read.
- 2-9. All requests for clarification or inquiries concerning this RFP must be directed to: [jkim@beverlyhills.org](mailto:jkim@beverlyhills.org), with a copy to [gmader@beverlyhills.org](mailto:gmader@beverlyhills.org), from Wednesday February 26, 2020 through Tuesday March 3, 2020 at 12:00 noon (Pacific). Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's responses to requests and submissions of questions will take the form of a Bid Addenda,

which will be emailed to all persons and companies whom were sent this RFP, and posted on the City's website within 2 days of the end of the question period.

- 2-10. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
- 2-11. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
- 2-12. Respondents' proposal must be valid for not less than ninety (90) days after the Open Date.
- 2-13. The City of Beverly Hills shall not be liable for any pre-contractual expenses incurred by any proper or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.
- 2-14. This Request for Proposals, the Summary Bid Form, Detailed Bid Form, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the Contract.
- 2-15. If the Respondent is a sole proprietorship, the contract shall be executed by the business owner personally. If the Respondent is a partnership, the contract shall be executed by one of the partners that has authority to bind the partnership. If the Respondent is a corporation, the contract must be executed by two authorized signatories. The first must be one of the following: chairman of the board, president or any vice president; the second signature must be a secretary, any assistant secretary, the chief financial officer or any assistant treasurer. If the Respondent is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to bind the entity.
- 2-16. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
- 2-17. The Respondent(s) selected for the contract(s) shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.
- 2-18. Respondent may associate with or employ associates or subcontractors in the providing of the services upon obtaining the prior written approval of City to such association or subcontract, but shall remain, at all times, primarily responsible for providing services.

**SECTION 3: Insurance and Indemnification Requirements**

- 3-1. The Respondent selected (“Respondent”) shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Respondent.
- 3-2. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.
- 3-3. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Employer’s Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 3-4. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Technical Errors and Omissions and Cyber Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, against any loss or damage resulting from data breaches and/or the wrongful or negligent acts by Respondent.
- 3-5. Respondent agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.
- 3-6. Respondent shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.
- 3-7. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- 3-8. Respondent agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
- 3-9. At all times during the term of the Agreement, Respondent shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Respondent shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

- 3-10. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers, employees, agents, representatives, attorneys and volunteers as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be suspended, voided, canceled or reduced except on thirty (30) days' prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.
- 3-11. The insurance provided by Respondent shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Respondent's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Respondent hereby waives all rights of subrogation against City.
- 3-12. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Respondent shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Respondent shall procure a bond guaranteeing payment of losses and expenses.
- 3-13. Respondent shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the acts or omissions of Respondent, or any of Respondent's officers, agents, employees or contractors, in the performance of the Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of Respondent, excepting only such claims and liabilities that arise solely out of the City's active negligence.
- 3-14. Respondent's obligations under this or any other provision of the Agreement will not be limited by the provisions of any workers compensation act or similar act. Respondent expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.
- 3-15. City does not and shall not waive any rights that it may possess against Respondent because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to the Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Respondent agrees that Respondent's covenant under this section shall survive the termination of the Agreement.
- 3-16. The insurance coverage amounts required under the Agreement do not limit City's right to recover against Respondent and its insurance carriers.

*(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)*

#### **SECTION 4: Background Information**

- 4-1. The City of Beverly Hills is a 5.7 square-mile municipality surrounded by the cities of Los Angeles and West Hollywood. Approximately 35,000 people live in Beverly Hills and over 76,000 people work in the City. On any given day there is a daytime population of between 150,000 and 294,000 people physically in the City, including residents, businesses, and visitors. Over 320,000 vehicles enter and leave Beverly Hills daily.
- 4-2. The City of Beverly Hills successfully dedicates its resources to provide residents, businesses and visitors the highest quality safety services, recreational facilities, and physical environment with impressive results.
- 4-3. BHPD maintains an emergency response time of less than three minutes. The City of Beverly Hills Fire Department (BHFD) has response time average of four minutes for fire suppression and three and a half minutes for emergency medical responses. High standards for training and state-of-the-art equipment have resulted in an incidence of crime that is lower than that in any surrounding agency.
- 4-4. **Current Program.** The City currently contracts with a contractor that provides photo red light enforcement services. On average, the contractor processes approximately 2800 incidents per month from 17 camera system approaches.

The contractor is required to provide photo red light enforcement services including, maintenance at the designated intersection approaches, violation processing and associated services, comply with applicable legal requirements and the City's operating rules and guidelines.

#### **SECTION 5: Requirements**

##### **5-1. Solicitation Objectives**

- 5-1.1 The City of Beverly Hills seeks to utilize photo red light camera enforcement technologies to reduce traffic collisions, encourage voluntary compliance with traffic laws, and create a safer environment on City streets. The City intends to contract with a qualified contractor for comprehensive and fully integrated operational services for the red light enforcement program. The contractor will install red light safety camera equipment at intersections designated by the City covering one to four approaches at each intersection, as determined by the City. At selected approaches, up to four lanes of traffic will require photo red light camera enforcement, including any turn lanes. The contracted services shall include providing all hardware, software, installation, maintenance, operation, and processing of violations in accordance with applicable law and the City's rules and guidelines as specified below.
- 5-1.2 The contract term will be three to five (3-5) years with recurring one (1) year extension options.
- 5-1.3 The City expects to acquire the services as outlined below. The services sought from qualified Vendors include the following:



- a. Assistance with intersection approach selection based on intersection safety at no additional cost to City.
- b. Site design, installation, maintenance and operation of red light safety cameras at all selected intersections.
- c. Processing of data and providing access to clear images and information reflecting possible violations, via a secure website, to the Beverly Hills Police Department for review and authorization of citations by electronic signature for those incidents that meet specified criteria.
- d. Ability to obtain in-state and out-of-state vehicle registration directly from DMV departments or by using NLETS or both. The Vendor must hold NLETS Strategic Partner and must have passed the most recent NLETS audit. Vendor must have authorized access to LexisNexis®, Accurint® or similar system acceptable to the City of Beverly Hills.
- e. Initial and subsequent mailing of duly authorized Notices of Violation to registered vehicle owners within mandated timeline of 15 days (per 40518 (a) CVC).
- f. Maintenance of an online internet viewing capability for use by Beverly Hills Police Department personnel and members of the public who receive violations in the mail.
- g. Maintenance and monitoring of all camera system installed equipment remotely and onsite as necessary.
- h. Provision of expert testimony at contested Court hearings for the first three operational months of the program.
- i. Assistance with the development of a public information and community outreach campaign and ongoing Public Service Announcements as deemed necessary by the City of Beverly Hills.
- j. A provision for regular statistical reports of program operations.
- k. Training for City staff involved in the implementation of the program including the ability for BHPD officers to conduct periodic maintenance if deemed necessary by the City of Beverly Hills at no additional cost to City

**5-2. System Specifications**

- 5-2.1 The Vendor will provide all related equipment needed to identify and photograph motor vehicles violating the provisions contained in accordance with California law.

- 5-2.2 The City reserves the right, in its sole discretion with adequate prior notice to the Vendor, to increase the number of intersections included in the Program. These approaches will be analyzed in cooperation with the Vendor.
- 5-2.3 A photo red light camera system is defined as the operation of all equipment, hardware, software, and personnel required for violator identification, using owner records from the DMV or appropriate out-of-state agency; mail out a citation as approved by the Beverly Hills Police Department; and send a notice to appear as approved by the Court and Judicial Council to all red light violators at a designated intersection approach. The Vendor shall be authorized by NLETS to identify out-of-state license plates. The Vendor shall have access to LexisNexis® Accurint® or similar system acceptable to the City of Beverly Hills. Required hardware shall include, at a minimum, all computer interfaces, software, digital cameras, flash strobes, sensor arrays, wiring, and any necessary appurtenances to support a fully functional photo red light enforcement system. The City shall require the proposer to install all hardware including sensory arrays. The red light enforcement system shall include recognition and citations issuance to vehicles with dealer issued paper license plates.
- 5-2.4 Photo enforcement systems will utilize high resolution, high speed, color digital camera equipment. A megapixel resolution of at least twenty (20) is preferred. Photo enforcement systems also shall be compatible with the “LED” traffic signals, in order to accurately capture the phasing of the signal lights (NO flickering, fading, or obstructions).
- 5-2.5 A secondary video camera shall be used to capture a short video clip of each violation. High definition video capability is preferred.
- 5-2.6 The video camera shall also provide live viewing of the intersection at any time by the City without interfering with the red light system; and shall store the full 24-7 data for a minimum of 90 days and be available for recall and review by the City at actual speed or on a frame by frame basis.
- 5-2.7 The Vendor must provide and install the poles, digital camera housings, sensors, related wiring and any ancillary equipment necessary to make the proposed photo red light enforcement system operational.
- 5-2.8 Malfunction of the photo red light enforcement system shall not interfere or cause a malfunction in the normal cycling and operation of the existing traffic control system in place at the intersection.
- 5-2.9 The Vendor will install the poles, sensors and digital camera systems in accordance with professional standards. The Vendor will be responsible for submitting any plans as prescribed by City Code, obtaining all necessary permits and adhering to all applicable City and State rules and regulations, signage, and building and construction standards.
- 5-2.10 Installations must conform to all local, state and federal guidelines and be performed by a qualified licensed contractor.

- 5-2.11 Identifying and installing underground facilities where there is no underground loop, prior to construction, shall be the responsibility of the Vendor. When the installation occurs in the public right of way they must be located directly by City public works and/or transportation departments. City prefers for the red light enforcement system to be above ground and not be installed using underground facilities.
- 5-2.12 The Vendor will provide digital camera systems capable of photographing both the front and rear of vehicles whose drivers commit red light violations. Additionally, the digital camera systems must be capable of clearly photographing and recording the identification of the driver of the vehicle that is reasonably believed to be committing a red light violation. The digital camera systems shall be capable of consistently obtaining an image of the front of those vehicles so as to clearly identify the driver. They must also obtain a clear image of the rear of vehicles so as to clearly identify the license plate, including dealer issued paper license plates. Images shall be clearly discernible and visible to the naked eye and without the use of enhancement equipment to view the photograph of the violator vehicle. Further, the digital camera systems must be capable of consistently obtaining photographs of both reflective and non-reflective license plates, regardless of glare. The cameras shall have the ability to operate effectively during nighttime operation and all weather conditions, including extreme heat and cold and fog and rain.
- 5-2.13 The ability of the digital camera systems to accurately detect red light violators 24 hours per day is mandatory.
- 5-2.14 The digital cameras shall have the capability of operating effectively under all weather conditions, including extreme heat and cold.
- 5-2.15 Systems that do not use flood lights and/or more than one high speed strobe light for each camera are preferred.
- 5-2.16 Each digital camera system shall be capable of accurately and clearly monitoring up to four traffic lanes for red light violations occurring concurrently; and shall be capable of separately identifying concurrent violations.
- 5-2.17 Systems that use a single camera to document the red light violation from the rear and a single camera from the front to capture the drivers face are preferred.
- 5-2.18 The Vendor will be responsible for all maintenance and repairs of the digital camera systems.
- 5-2.19 The Vendor shall provide a secure Internet site through which the Police Department can review, and accept or reject citations and view live feeds. Other information gathered by the camera systems should be available on the secure Internet site.
- 5-2.20 The City prefers a system that also allows for live viewing of intersection video over a secure internet connection.

- 5-2.21 Vendor shall use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the NEMA standards and must demonstrate that the system cannot record an erroneous violation (e.g. when the traffic signal is not in the red phase).
- 5-2.22 Vendor's system shall provide a convenient means of disconnecting it from the traffic signal system. The City shall retain the right to disconnect the Vendor's system from the traffic signal system when, in the opinion of the City, it is in the City's best interest to do so for purposes of maintenance, repair, troubleshooting or other reason related to the proper operation of the traffic signal system.
- 5-2.23 The system should provide remote diagnostics to identify any system failures and electronically notify the Vendor of such failures and system shut down. Vendor to maintain maintenance logs and provide methods for calibration, including self-calibration of the equipment.
- 5-2.24 Add subsection City prefers a red light enforcement system that can be moved from non-performing intersections to performing intersections at City's discretion.
- 5-2.25 The Vendor's digital camera system shall monitor status of the traffic signal via 120 VAC field terminals.
- 5-2.26 Systems that use less than 1 amp of power are preferred.
- 5-2.27 From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission and capable of maintaining a secure chain of custody of evidence, including data and images collected.
- 5-2.28 Maintenance response times shall be within 24 hours of City's written notification to the Vendor of City's need for maintenance.

**5-3. Customer Service Requirements**

- 5-3.1 The proposal shall include a secure Internet site for customer support to address citizen concerns and to allow viewing of violation photographs by the person named in the complaint, the admitted driver, or the responsible party in the case of a business or a government-owned vehicle. The secure Internet site shall provide the images and video clip of the violation for viewing by the violator. The secure Internet site shall be available 24 hours a day, 7 days a week (except reasonable downtime for scheduled maintenance). The Vendor shall also provide a local or toll free telephone number for the public, staffed during normal business hours (9 AM to 5 PM, PST, Monday thru Friday) with minimal wait time, to answer questions concerning either the program or a specific complaint.
- 5-3.2 The Vendor shall have at least one bilingual (English/Spanish) employee on-staff to respond to inquiries by telephone. Vendor shall also provide additional bilingual services as required by City The Vendor shall provide trained staff with experience in a customer service environment to handle calls from the public.

5-4 **Citation Generation and Processing**

- 5-4.1 For the purposes of this proposal, the terms “citation,” “complaint,” and “charge” are synonymous and interchangeable. The term “court” is the Superior Court of California-Los Angeles County West Branch Traffic Division. All citation processing shall be accomplished in a manner approved in advance by the City.
- 5-4.2 All processing procedures shall be conducted in a timely manner and in accordance with applicable court rules, state and local laws.
- 5-4.3 In and out of state vehicle registration information is required to issue citations. The Vendor shall demonstrate the ability to obtain and maintain access to the California DMV computer system to provide the required registered owner information and driver’s license information. Vendors that are NLETS approved Strategic Partners will be preferred.
- 5-4.4 Citations should be separately issued from a unique complaint number series and filed separately with the Court.
- 5-4.5 Citations must be approved and issued by the Beverly Hills Police Department before mailing by Vendor. The citation must meet Court requirements before it is mailed.
- 5-4.7 The Vendor shall bear the costs for the printing and mailing of citations, as well as other associated costs and expenses required to manage a professional processing center.
- 5-4.8 The Vendor shall be responsible for processing all images and recording of all data related to individual citations.
- 5-4.9 The Vendor must operate, maintain, and run its own processing and mailing center to protect the chain of evidence, and shall ensure there is a clear unobstructed image for each citation sent out.
- 5-4.10 The driver should be visible and recognizable. Visual blockage of other vehicle occupants will be a business decision made by the Beverly Hills Police Department.
- 5-4.11 All images produced by the Vendor shall be used solely for prosecution of red light violations, except as otherwise permitted or required under applicable law..
- 5-4.12 All images, which result in the issuing of a citation, shall clearly show the following:
- a. A motor vehicle committing a suspected violation
  - b. A driver’s face
  - c. An unobstructed rear license plate
  - d. The color of the traffic signal
  - e. A physical location where the suspected violation occurred
- 5-4.13 All images shall include a data line with the following information imprinted upon the image, but not obstructing the violation images:

- a. Day, month, and year of the suspected violation
- b. Time of the suspected violation (hours: minutes: seconds)
- c. Traffic signal phase
- d. Direction of the vehicle photographed
- e. Location code
- f. Elapsed time from beginning of the red indication
- g. Duration of the preceding yellow indication
- h. Posted Speed Limit

5-4.14 In addition to the information listed above, the data line on the second image should also include the elapsed time from the first image.

5-4.15 The images created must show the driver's face clearly enough to permit positive identification. Vehicle registration information should match the make and model of the vehicle in the photograph. The Beverly Hills Police Department issues all of the citations and establishes regulations as to how processing of the citations will occur.

5-4.16 The Vendor shall require a second review of all suspected violation images to ensure no misread registration plates will result in faulty citations

5-4.17 The Vendor shall provide a method for the examination, retrieval and/or reproduction of images for any photographed vehicle, as requested or authorized by the Beverly Hills Police Department.

5-4.18 The Vendor shall provide photographs with the citation for viewing by the citizen in receipt of the complaint. Optional customer-violator access to photographs and video clips, over a secure Internet site, is preferred.

5-4.19 The Vendor must destroy all approved violation images produced by digital camera systems within 180 days from the date of the violation disposition, unless otherwise authorized by the Beverly Hills Police Department, in accordance with State law and Departmental policy.

5-4.20 The Vendor shall maintain a proper evidence chain of custody, in accordance with established law, that meets the City requirements.

## 5-5 Reporting

5-5.1 The Vendor shall have available on-line, through the designated Police Administrator, a monthly report of photo red light enforcement results.

5-5.2 Reports shall be current and available at all times on-line. The monthly report shall include a minimum of the following information:

- a. Total number of violations captured by red light camera systems
- b. Total number of actionable violation images by red light camera systems
- c. Total number of un-actionable violation images by red light camera systems, itemized by reason for non-issuance

- d. Total number of citations filed with the Court for red light violations
- e. Total citations paid
- f. Total revenue collected

5-5.3 The Vendor shall provide any other such report(s) and document(s) as are reasonably necessary to assure compliance with the City's guidelines, applicable law or is otherwise helpful in further the mission of the red light enforcement program.

## 5-6 Training

5-6.1 The Vendor shall provide reasonable and necessary on-site training in the operation of the digital camera systems for appropriate City staff. This training shall provide the City's traffic signal staff with an understanding of how the digital camera system operates and a detailed understanding of how the photo red light system interfaces with the City's traffic signal equipment. Training in periodic maintenance shall be provided by the Vendor if deemed necessary by the City of Beverly Hills. Inspection by City Staff of Vendor's facilities shall be provided as part of training. City shall be entitled to inspect Vendor's facilities at any time, with or without notice.

5-6.2 The Vendor shall provide training on any proposed use of Vendor's computer system, and internet-based access, to authorized City staff.

5-6.3 The Vendor shall submit an overview of the training of its employees and any expert witnesses the City, Court, or Vendor will require to further the efforts of the program.

## 5-7 Court Testimony

5-7.1 The Vendor shall provide documentation as necessary to describe the maintenance, repair records, technical operation of the digital camera systems and related equipment for contested citations.

5-7.2 If the court requires an expert witness or percipient witness regarding the authentication and/or foundation for the admission of evidence, testimony by witnesses will be provided by Vendor at no additional cost to the City.

## 5-8 Community Awareness

5-8.1 The Vendor shall assist with the design of an on-going media campaign and on-line instructional video, to be implemented by the Police Department, to provide awareness to the citizens and visitors of the City. In addition, the Vendor may be required to attend public meetings and assist the Police Department and any other appropriate City staff in demonstrating the equipment used for the Photo red light enforcement program.

5-8.2 Prior to issuing citations to violators, a 30-day courtesy warning period will occur. During this time the Vendor will send a letter, subject to prior written approval of the Police Department, to violators notifying them of their offense.

5-8.3 The Vendor shall provide advanced warning signs for all approaches of an enforced intersection in accordance with the Manual on Uniform Traffic Control Devices and the California Vehicle Code. Vendor shall also provide to City a monthly report on a form approved by City for posting on City's website .

5-8.4 News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of the Police Administrator.

**5-9 Fiscal Considerations**

5-9.1 Vendor shall submit invoices on a monthly basis by the 10th of the following month. Payment by the City for services by the Vendor will be made after the services have been performed, in accordance with the negotiated fee schedule.

5-9.2 All fee proposals must comply with California law.

5-9.3 Vendor will obtain and maintain insurance as required by the City.

**5-10. Conflict of Interest**

Vendor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the work contemplated by the agreement with City. No person having any such interest shall be employed by or be associated with Vendor.

**SECTION 6: Format of Response/Proposal**

6-1. All material submitted must be clearly labeled.

6-2. Respondents interested in responding should submit a packet that includes a table of contents and has each page numbered individually that includes the following sections or subsections in the response including the following:

6-2.1 Title Page. Include RFP Name and Number; Due Date; and Name of Firm with address, telephone number FAX number and an email address of designated contact person.

6-2.2 Letter of Interest. Highlight the primary features of the Vendor's proposal. Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP. The Letter of interest (LOI) shall not exceed twenty (20) letter sized pages. Type font should not be less than the 11-point used in this document. Additional supporting materials relevant to this request may be provided in clearly marked appendices.

6-2.3 Company Description. A description of the company, including the organization's experience and history of providing services as required in this RFP.

6-2.4 Experience. Provide a detailed description of related experience in performing the services requested.



- 6-2.5 References. Provide a list of at least three professional references including:
- Name of Agency/Organization
  - Contact Person
  - Address
  - Telephone
  - Fax
  - Email
  - Description of Services Provided
- 6-2.6 Contractor and Subcontractor Listing. If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.
- 6-2.7 Additional Information. Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.
- 6-2.8 Sample Agreement. Carefully review the terms of the sample agreement in Attachment A and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification(s).
- 6-2.9 Non-Collusion Affidavit for Respondent. Complete and execute the attached Non-Collusion Affidavit for Respondent Form set forth in Attachment B.
- 6-2.10 Certificate of Insurance. Submit a current Certificate of Insurance which includes the types and amounts of insurance coverage your company maintains.

## **SECTION 7: Selection Process**

7-1 Police administrators of the photo red light program will evaluate responses based on a weighted 100 point system, as noted below. Appropriate City staff will be consulted, however; the recommendation to proceed with a selected Vendor will be made by the Chief of Police. The final agreement will be subject to the approval of the City Manager and City Council.

7-1.1 The evaluation of responses received will be based on the following criteria:

1. Project Understanding and Methodology (10 Points)

Describe your approach to providing the City with a “turn-key” photo red light enforcement program. Briefly discuss each of the major steps in the development and operation of this system.

2. Camera and Detection Equipment (25 Points)

Describe the camera and detection equipment that will be installed at a single approach, including the dimensions of the equipment, approximate placement

distance from the intersection, and lighting (type and wattage) that will be necessary.

3. Violation Processing System and Services Provided (25 Points)

Provide details of your firm's ability to meet the technical set-up and operation of your system as it relates to the requirements of the System Specifications listed above.

4. Ability to Interface with the Court (20 Points)

Describe your approach to interfacing with the Superior Court of California, Los Angeles County, West Branch Traffic Division, and what batch data is transferred. Your response should describe how notices to appear (violation citations) would be provided to the Court in an efficient manner.

5. References and Ethical/Background Considerations (10 Points)

Provide a list of up to five (5) clients with which you have completed similar projects within the past three (3) years and are using the system you are proposing for this project. Include a brief description of the project, the dates of the project, client contact names, current client telephone numbers and email addresses. The successful bidder will be required to consent to City conducting a company background check to determine whether the successful bidder is in good standing with respect to its finances, standing with the Franchise Tax Board as well as its business practices.

Successful bidder may be required to provide details of any lawsuits filed against Vendor, fines imposed on your company and/or company employees in the last ten years.

6. Financial Considerations (10 Points)

Attach your company's latest financial statement, if you are a public company, or banking references if you are a non-public firm.

Describe the fee schedule options offered by your firm and how the pricing would apply to the contract term. Also include information of any fee changes that would be anticipated with future extensions of this program.

For the convenience of the reviewing staff, please state items 1 through 6 in numerical order, followed by your response to each item.

7-2 The City reserves the right to accept or reject any and all bids and reserves its right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot prove to the satisfaction of the City that it possesses the experience and qualifications required by this RFP and/or provides the scope of services required herein.

- 7-3 The City reserves the right to require any or all respondent(s) to either make a presentation that illustrates their abilities to provide services and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-4 The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, including negotiating with one or more of the Respondent's for the same services.
- 7-5 Any agreement entered into by the City and Respondent is on a non-exclusive basis.
- 7-6 The City shall determine, at its discretion, the number of Respondents to be selected for all or any portion of the services described herein.

ATTACHMENT A  
SAMPLE AGREEMENT

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE  
OF CONTRACT

NAME OF CONTRACTOR: **Insert name of contractor**  
RESPONSIBLE PRINCIPAL OF CONTRACTOR: **Insert name, title**

CONTRACTOR'S ADDRESS: **Insert street address**  
**Insert city, state, zip code**  
Attention: **Insert name, title**

CONTRACTOR'S E.I.N/TAX I.D. NO.: **Insert contractor's Tax I.D. No.**

CITY'S ADDRESS: **City of Beverly Hills**  
**455 N. Rexford Drive**  
**Beverly Hills, CA 90210**  
Attention: **Dept. Head's Name, Title**

COMMENCEMENT DATE: **Insert date of commencement**

TERMINATION DATE: **Insert date of termination**

CONSIDERATION: **Not to exceed \$ Insert consideration amount**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE  
OF CONTRACT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and insert contractor's name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

*If compensation is based on an hourly rate or other rates*

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.

*If compensation is based on a flat fee*

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

*If no reimbursable expenses*

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

*If CITY reimburses for certain expenses in addition to compensation*

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Technical Errors and Omissions and Cyber Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, against any loss or damage resulting from data breaches and/or the wrongful or negligent acts by CONTRACTOR in performing the Scope of Work required by the Agreement.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the



coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

(g) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

**Section 12. Indemnification.**

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

**Section 13. Termination.**

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

**Section 14. CITY's Responsibility.** CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

**Section 15. Information and Documents.** All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
PROPOSAL FOR PHOTO RED LIGHT ENFORCEMENT SERVICES  
PD BID No. 20-170-01

CITY OF BEVERLY HILLS  
A Municipal Corporation

Insert Name of Dept Head / Dir. of Fin. / CM  
Insert Title

CONTRACTOR:

Insert Contractor Name  
Insert Title

Insert Contractor Name  
Insert Title

APPROVED AS TO CONTENT:

Insert Dept Head Name  
Title

Insert Risk Manager Name  
Risk Manager

**EXHIBIT A  
SCOPE OF WORK**

CONTRACTOR shall perform the following services: *[Describe the services in detail. Include schedule for deliverables and/or services. If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing."]*

## **EXHIBIT B**

### **SCHEDULE OF PAYMENT AND RATES**

**(a) Rates/Compensation**

**(b) CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in this Exhibit.**

**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

**This is to certify that the following endorsement is part of the policy(ies) described below:**

NAMED INSURED \_\_\_\_\_

COMPANIES AFFORDING COVERAGE

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

ADDRESS \_\_\_\_\_

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_