



Request for City Council Committee Action

Date: October 27, 2004
To: Public Safety and Regulatory Services
Ways & Means Committee

Prepared by: Lt. Gregory W. Reinhardt, 673-3415

Subject: Request Permission to Issue Request for Proposal for Automatic Traffic Law Enforcement Systems.

Presenter in Committee: Lt. Gregory W. Reinhardt, CODEFOR Unit, Minneapolis Police Dept.

Recommendation:

The Minneapolis Police Department respectfully requests permission to issue a Request for Proposal for Automatic Traffic Law Enforcement Systems upon approval of the RFP by the Permanent Review Committee.

Financial Impact (Check those that apply)

- No financial impact (If checked, go directly to Background/Supporting Information)
- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves
- Other financial impact (Explain): The City will incur costs to acquire, install, and operate Automatic Traffic Law Enforcement Systems, however these cost are expected to be recovered via fines generated and collected by the above system.
- Request provided to the Budget Office when provided to the Committee Coordinator

Community Impact:

Neighborhood Notification: N/A
City Goals: Build communities where all people feel safe and trust the City's public safety professionals and system.
Comprehensive Plan: N/A
Zoning Code: N/A
Other: N/A

Background/Supporting Information: See attached material.

REQUEST FOR PROPOSALS

**Automatic Traffic Law Enforcement Systems
For The
Minneapolis Police Department**

**Issued By
Minneapolis Police Department
CODEFOR Unit
Administrative Services Division**

OCTOBER 27, 2004

Request for Proposals

**Automatic Traffic Law Enforcement Systems
For The
Minneapolis Police Department**

Date: October 27, 2004

Title: Automatic Traffic Law Enforcement Systems

Description: The Minneapolis Police Department (MPD) is seeking through this Request for Proposals (RFP) a qualified contractor to provide an automated (camera) enforcement system and citation processing services for the City's Automated Traffic Law Enforcement Program. The MPD and the Minneapolis Department of Public Works will select signalized intersections throughout the City, which have demonstrated the highest incidence of traffic collisions, injuries and/or red light-running behaviors. The contractor will be responsible to supply computers, systems, cameras, citation processing, technical support, and project evaluation data.

This RFP contains background information and performance requirements that the successful proposers must meet, general contacting requirements mandated by the City, and critical data needed to prepare a responsive proposal.

Deadline for Proposal Submittal: Tuesday, December 28, 2004, by 16:30 hours.

Proposal Delivery Address: Proposals for Automatic Traffic Law Enforcement Systems
The City of Minneapolis
City of Minneapolis Procurement Division of the
Finance Department
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

Pre-Proposal Conference: Monday December 6, 2004, at 09:00
Minneapolis Police Department
350 South 5th Street/Room 132
Minneapolis, MN 55415
Attendance at the Pre-Proposal Conference is optional.

MPD Automatic Traffic Law Enforcement System Project Manager/ RFP Coordinator:

Lt. Gregory W. Reinhardt
Minneapolis Police Department
CODEFOR Unit
350 South 5th Street/Room 100
Minneapolis, MN 55415
Office: 612-673-3587
Fax: 612-673-2570
gregory.reinhardt@ci.minneapolis.mn.us

Introduction

The Minneapolis Police Department (MPD) is seeking through this Request for Proposals (RFP) a qualified contractor to provide an automated (camera) enforcement system and citation processing services for the City's Automated Traffic Law Enforcement Program. The MPD and the Minneapolis Department of Public Works will select signalized intersections throughout the City, which have demonstrated the highest incidence of traffic collisions, injuries and/or red light-running behaviors. The contractor will be responsible to supply computers, systems, cameras, citation processing, technical support, and project evaluation data.

Background

Each year there are approximately 14,000 accidents in Minneapolis. Of these (accidents), nearly 3,100 persons reported injuries. Last year, there were 17 fatal accidents. Accidents as a result of red light violations are particularly dangerous. These types of accidents often involve broadside impact, where occupants have the least amount of protection. These collisions lead to serious injuries and /or deaths, extensive property damage, and high insurance costs. Currently there are 801 signalized intersections in the City of Minneapolis.

To date, the City of Minneapolis has conducted research regarding Automatic Traffic Enforcement Systems in relationship to red-light violations. The City has received information, reviewed various technologies, other ordinances/state statutes in effect, interviewed other agencies, and reviewed local, national, and/or federal reports concerning Automatic Traffic Enforcement Systems.

Experience has taught the City that better enforcement of traffic violations does translate into modified driver behavior and a reduction in the number and frequency of incidents. Traditional police patrol and monitoring does have an effect on reducing red-light violations, accidents, and injuries. However, these efforts are neither time nor cost efficient. Officers cannot be posted at every intersection and/or every intersection approach, 24 hours a day, 7 days a week. Police offices can only monitor one intersection and one violator at time, thereby allowing many to go undetected. Additionally, traditional police enforcement methods can place the general public and the pursuing officer in potential dangerous situations.

In light of existing and/or additional engineering measures and additional police enforcement, the City believes that Automatic Traffic Enforcement Systems is an effective supplement to existing City resources that has proven to reduce red-light running behaviors. The goal of this enforcement effort is reduce the number of accidents and injuries at signalized intersections.

Overview

The Program involves the monitoring of approximately 16 intersections specified by the City. Future expansion of the program is dependant in part, on the effectiveness of Automatic Traffic Law Enforcement Systems meeting the City's' stated goals. The City will expect the chosen contractor to phase in a fully operational program within 6 months after issuing a notice to

proceed. The City will have the right, in its sole discretion, to add, delete or revise any Services to meet its changing needs.

1. Scope of Services

It is the City's intent to implement a red-light monitoring/citation program to reduce vehicle crashes, personal injuries, and red-light running at signalized intersections. Therefore, Proposers must be familiar with the City's Code of Ordinances, specifically Section 474.620 to Section 474.670 (Appendix A), to insure that their proposal meets the legal mandate for Automatic Traffic Law Enforcement Systems. State Law and City Ordinance set the penalties for any red-light violation. Citations are considered moving violations and driver license or insurance points are assessed for a citation.

It is the obligation of the Proposer to thoroughly explain how its strategies, solutions, and experience meets the needs of the City, or offers an acceptable alternative to the services described herein. Additionally, a proposal must contain the Proposers' plan to provide state of the art technology and equipment, as it becomes available, including industry enhancements or upgrades. The contractor selected as a result of this RFP process will be required to provide equipment and services further described below.

2. Source of Equipment

The contractor must have sufficient financial resources to lease or purchase equipment, approved by the City, to monitor a minimum of 16 intersections. All equipment will remain the property of the contractor. The City recognizes that the image-processing field continues to evolve. The City requires a photo citation system that uses digital imaging technology.

3. Equipment

Camera systems must utilize digital imaging technologies. Digital systems can be configured as still image, full motion video and/or a combination of both technologies. The cameras must be capable of taking high-resolution color digital still or video images that clearly depict the violating vehicles license plate and color of the traffic light at the time of the violation

The camera system must be functional for unattended use and ambient light conditions. The camera must be housed in a weatherproof, bullet and vandalism resistant enclosure. Camera systems shall generate secured violation evidence that can be communicated to and processed using contractor supplied or operated digital photo/video enforcement processing systems.

Each digital image must display at least the following; the imprinted violation date, time of day, amber and red signal phases, violators traffic lane of travel, and elapse time between each digital image after the traffic signal light has changed to red.

4. Detection systems

If selected system so requires, and with the technical assistance of the City, the contractor and

City will install any required vehicle detector loops, electronic detectors, or detection devices, conduits, pull boxes, and electrical power. The contractor will supply computers, cameras, ancillary camera equipment, camera housings, camera poles, warning signs, and will make final connections to the camera. Contractors must identify any specialized equipment, wiring, construction, or work the City would have to provide to accommodate the Automatic Traffic Law Enforcement System being proposed.

5. Installation of Equipment

The contractor will be responsible for installing the approved equipment and ensuring that the cameras are phased in as scheduled and operating properly within 6 months after receiving a notice to proceed from the City. The City may reasonably expand the Program to additional intersections during the term of the contract. The City may also require either temporary or permanent relocation of any of the cameras to meet changing needs.

6. Citation Processing

The contractor, after consultation with the City, will develop a citation form to be used. The citation form must be acceptable to the Fourth Judicial District Court of Minnesota (Hennepin County, MN).

The contractor will operate fully Internet enabled, secured user log-in, violation processing service and will pre-process violation evidence before making it available for MPD authorization prior issuance of a citation. All access to the violation processing system for the purpose of pre-processing evidence, police authorization, citation printing and generation of court evidence packages shall be Internet enabled and accessible 24 X 7 for authorized users.

The contractor will be required to accurately capture images, establish a chain of custody for the image medium, and process and issue citations for red light violations in accordance with the City's policies. The contractor will have the capability to generate clear, easily identifiable images for the citations. Software to process, issues, and track citations and payments will be installed and fully operational. Connections must be established to the Minnesota Department of Motor Vehicles and other states to obtain motor vehicle registration information.

Citations will be issued to a vehicle owner within fourteen (14) days of the violation or less. If the City in the future permits additional enforcement of other traffic regulations, the contractor will provide such additional services at the direction of the City.

7. Work Stations

The contractor will be responsible for providing MPD with the latest Pentium personal computer, compatible software/ programming and color printer for two- (2) work sites. These work sites will be responsible for reviewing and processing red-light violations. Each workstation shall be equipped for MPD to receive notice of a violation sent by the contractor, and after review and evaluation by MPD personal, to electronically be transmitted back to the

contractor for further processing of the resulting violation. Workstations shall be easily portable and Internet ready.

8. System Operation

- A. There will be a minimum of sixteen (16) approaches with appropriate cameras and housings
- B. Digital cameras systems will require daily systems check.
- C. The contractor must record and immediately notify the City of any problems in the system.
- D. The contractor will be required to maintain the cameras and all associated equipment in good working order. Any defective camera or other equipment will be repaired or replaced within 48 hours at the contractor expense. The operation of all cameras and equipment will be reviewed at least weekly and a routine schedule of preventive maintenance and cleaning, as required, will be performed. The firm will keep maintenance logs as required by the City. The City will give preference to systems, which are remotely configurable.
- E. The contractor will process color digital or video images of each violation. The license plate of the vehicle must be used to identify the registered owner through information maintained by the Department of Motor Vehicles (DMV) and accessed by the contractor. The contractor will electronically send the MPD completed notice of violation containing all color digital images within five (5) working days following retrieval of the digital or video images. The MPD will review all violation incidents and electronically notify the contractor of each citation to be processed and mailed.
- F. Once a citation has been approved by the MPD, the contractor will electronically process citations with the Hennepin Count Court System. The contractor will be responsible for the issuance and mailing of all approved citations as identified in Minneapolis Code of Ordinances Section 474.640.
- G. The contractor will arrange with traffic violators all viewing appointments with the MPD. If necessary, the MPD will request from the contractor a developed 35mm color photograph, color digital or video image of the violator. The contractor will provide the color photograph within five (5) working days of the request. Each color image, digital or video must be large enough to read the license plate of the vehicle.
- H. Fourth Judicial District Court of Minnesota personnel will notify the contractor of any instance in which a recipient of a violation notice chooses to appear in court. In such cases, the contractor will prepare a court case package which must contain, developed digital images, processed rear and /or front rear color digital or video images of the violation, a certified copy of the maintenance or calibration records covering the period prior to and immediately after the photographed violation, a certificate of mailing from the United States Postal Service indicating the citation was mailed within eleven (11) days of the violation, and an affidavit by the contractor that outlines the duties performed throughout the entire processing of the violation. The case package must be delivered to the MPD within five (5) working days prior

to the scheduled court date.

- I. The contractor will provide, upon the request of the City or the MPD, an expert witness to testify in court as to the operation of the camera system, collection and processing of the evidence submitted to the court. The need for this service is ongoing and is dependent upon the requirements of the court. The contractor will also be responsible for conducting a sufficient number of workshops to train judicial officers or other court personnel. The training should include, but not be limited to, a detailed overview of the automated photo red light program. All costs will be at the expense of the contractor.
- J. The contractor must provide a monthly report for each location monitored indicating the number of vehicles monitored, the number of violations detected, and the number of violations photographed. Of the violations detected but not submitted to the MPD for review, this information will be reported as follows: unit malfunction; cannot read license plate; no front plate; third party obstruction; marred/dirty plate; no DMV record; and other categories as may be determined by the MPD or the contractor. The monthly report must also contain the number of malfunctions caused by the camera, electronics, vehicle sensors, and include the amount of days lost due to each malfunction. The report must include the average number of days required to process citations beginning with the date of violation to the date the contractor mails the citation to the violator.
- K. Upon request by the MPD, the contractor will provide training to all MPD primary and back-up personnel assigned to the automated photo red light program. The training must provide an overview of all aspects of the automated program, including the technical information necessary to testify in court. The contractor will assume all costs for training.

9. Customer Service

The contractor will respond to public inquiries about the program, citations and enforcement, or any related citizen concern. The firm will also coordinate with the Minneapolis City Office of Communications and stay involved in the City's efforts to inform the public about the program.

10. Record Keeping

The contractor shall keep true and accurate records of revenue and expenses, and shall provide copies of this information to the City upon request in a form to be specified by the City. All financial records shall be made available to a duly authorized representative of the City upon request. Information and data collected shall be stored in a database to enable tracking of tickets and the capability to print statistical reports as needed. The firm may be requested to maintain other non-financial information as it relates to the Program and as mutually agreed upon. All citation images must be stored for at least one (1) year period on reproducible CD format or equivalent and shall be accessible, on request, by the Minneapolis Project Manager.

11. Proposal Conditions or Limitations

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered nonresponsive and, therefore may be rejected.

12. Proposal Interpretations and Addenda

Any substantive change to or interpretation of this RFP will be sent by the MPD to each firm or individual to whom a RFP has been distributed. Any such changes and interpretations will become part of this RFP and may be incorporated into any contract awarded.

13. Department Contact

The department contact person is the only individual who can be contacted about the project before proposals are submitted. All questions will be answered in writing. Prospective responders may only direct questions in writing by mail, facsimile, or e-mail to:

Lt. Gregory Reinhardt
CODEFOR Unit
Minneapolis Police Department
350 South 5th Street, Room 100
Minneapolis, MN 55415

Fax number: 612-673-2750
E-mail: gregory.reinhardt@ci.minneapolis.mn.us

14. Pre-Proposal Conference

A Pre-Proposal Conference is available, and attendance is optional. The conference is scheduled as follows:

Monday December 6, 2004, at 09:00 Hours
Minneapolis Police Department
350 South 5th Street/Room 132
Minneapolis, MN 55415

15. Deadline for Proposal Submittal

Deadline for Proposal Submittal: Tuesday, December 28, 2004, by 16:30 hours.

Proposal Delivery Address: Proposals for Automatic Traffic Law Enforcement Systems
The City of Minneapolis
City of Minneapolis Procurement Division of the
Finance Department
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

16. Timeline for the Selection/Contract Process

At present, the City believes that the timing will be as follows:

<u>Date</u>	<u>Action</u>
November 29, 2004	Issue Automatic Traffic Law Enforcement RFP
December 06, 2004	Pre-Proposal Conference
December 28, 2004	RFP Submission
January 10, 2005	Interview Qualifying Vendors
January 19, 2005	Notification of Vendor selection and referral to contract
April 25, 2005	Begin Installation of Automatic law Enforcement Systems
May 25, 2005	30-day testing (Grace period)
June 25, 2005	Full Implementation of System
Ongoing 2005	Project evaluations

17. Proposal Format and Submittals

To allow for easier comparison of proposals during evaluation, a specific format with a description of submittals should be indicated. Contents shall be as follows:

- A. Format - All proposals must be submitted in writing using an “Times New Roman” 12 point font. Proposers must complete and return all applicable documents, including forms and appendices. All pages of the proposal will be numbered sequentially. The City may deem a Proposer nonresponsive if the Proposer fails to provide all required documentation and copies.
- B. Cover Letter - Each proposal must be accompanied by a cover letter that identifies the legal business status (e.g., individual, partnership, corporation, etc.), address, telephone number, fax number, and e-mail address of the Proposer. The cover letter must contain a general statement of the purpose for submission and must indicate the name, title, address, and telephone number of the person or persons authorized to represent the Proposer in order to enter into negotiations with the City with respect to this RFP and any subsequent awarded contract. The cover letter must also indicate any limitation of authority for any person named. A representative or officer of the Proposer, who is authorized to bind the firm to all provisions of the RFP, any subsequent changes to the RFP and to the contract if an award is made, must sign the cover letter.
- C. Scope of Services - Describe how service will be provided. Include a detailed listing and description of tasks and deliverables. Services provided are, but not limited to; source of equipment, equipment type and specifications, detection systems, installation of system and equipment, citation process, system operation, record keeping and customer service.
- D. Experience and Capacity - Describe background and experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service.
- E. Insurance - Indicate proposed insurance coverage for the project.

- F. References - List references from contracts similar in size and scope. The Proposer must provide details as to type of services previously provided to other public agencies as it pertains to an automated traffic law enforcement program, including the name of the public agency, contact person(s), telephone number(s), and dates, times and periods during which the indicated service was provided, and the extent and exact nature of the service provided. This section must also contain a statement of express permission for the City to contact any identified present or previous customer, regarding the performance of the Proposer.
- G. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program. The contractor will include the names and resumes of all key personnel who are employed by the Proposer and who will be assigned to perform services pursuant to the contract, including the Program Manager. The Proposer must identify a Program Manager with full authority to administer the contract, and must specify the responsibilities and duties of the Program Manager. The contractor will provide the estimated amount of time each key person will be assigned to work on the Automatic Traffic Law Enforcement System.
- H. Cost - Indicate proposed cost of services including how determined rates, direct costs, and payment billing schedule. Consider the following:
1. The ongoing operation of the City's program depends on its ability to be self-supporting. To provide maximum flexibility, please provide either a flat fee and a shared revenue proposal (assume 16 operating camera locations), including but not limited to:
 - a) Total costs of equipment and/or services per component/service.
 - b) The total monthly fee , per camera installation, payable by the City to your firm for the purposed turnkey operation (Include all operating expenses and management fee(s): and
 - c) The firms share of citation revenue collected. You may provide several payment options based upon volume. For pricing purposes the fine for any red-light violation is set at \$130 and the City receives \$53.60 of the \$130 citation.
 2. The City shall not be responsible for the costs incurred by the contractor in preparing, submitting, or presenting its responses to the RFP. This Request for Proposal does not and shall not commit the city of Minneapolis or their agents to enter into any agreement, to pay any costs incurred in preparation of submittals, or to procure or contract services of supplies.
 3. The contractor will be responsible for all travel costs involved in carrying out terms of the contract.
- I. Proposal deviation from RFP - The proposal must specify any deviation from the terms, conditions, and/or specifications of this RFP. Each such deviation must be fully identified and must include both the nature and the reason for the deviation, as well as a statement explaining the benefit to the City as a result of the deviation. The proposal must state specifically, "We have excluded no items in the Request for Proposal", or "We have included additional items in the Request for Proposal", and provide a list of all additional items.

- J. Additional - The proposal must include any other relevant information the Proposer believes is essential to the evaluation of the proposal. If the Proposer does not wish to present any additional data, the proposal must state specifically, "There is no other information we wish to present".
- K. RFP Submittal – Sealed proposals will be accepted until 4:30 p.m. December 20, 2004, at the City Purchasing Department. Each proposal shall consist of one (1) original and six (6) copies. Proposals should be addressed to:

Proposals for Provision of Automatic Traffic Law Enforcement Systems for
The City of Minneapolis
City of Minneapolis Procurement Division of the Finance Department
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

- L. Public Data – Proposals submitted under this Request for Proposals are classified as public data by the city under the Minnesota Government Data Practices.

18. Evaluation Criteria

An evaluation committee will be selected of representatives from the issuing department, representatives from other departments who may be involved in the project and any other individuals with specific expertise in the project subject matter. The evaluation committee will utilize the following criteria weighted by importance:

- A. Quality, thoroughness and clarity of proposal written and presented.
- B. Qualifications and experience of staff, years of service, academic achievement, and licensure.
- C. Review of references.
- D. How well the scope of services offered meets department objectives.
- E. Financial responsibility and capacity of company.
- F. Organization and management approach proposed.
- G. Cost of services proposed.
- H. Ability to provide insurance coverage (as appropriate) for the services.

19. Request for Proposal General Requirements

The General Requirements are terms and conditions that the City expects all of its contractors and subcontractors to meet. By proposing, the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions. The General Requirements are as follow:

- A. City's Rights - The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to

create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted.

- B. Interest of Members of City - The contractor agrees that no member of the governing body; officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.
- C. Equal Opportunity Statement - Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.
- D. Non-Discrimination - The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

- E. Insurance - Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:
 - 1.) Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
 - 2.) Commercial General Liability insurance with limits of at least \$500,000 general aggregate, \$500,000 products - completed operations \$500,000 personal and advertising injury, \$500,000 each occurrence \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

- 3.) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- 4.) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$500,000 each occurrence and \$500,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty- (30) date written notice is required if the policy is canceled not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

- F. Transfer of Interest - The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without prior approval of the City Department Contract Manager.
- G. Compliance Requirements - All contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, and the contractor may be declared ineligible by the Minneapolis City Council from any further

participation in City contracts in addition to other remedies as provided by law.

- H. General Compliance - The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.
- I. Performance Monitoring - The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Contractor should be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.
- J. Insurance. - Indicate proposed insurance coverage for the project.
- K. Independent Contractor - Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of contractor.
- L. Hold Harmless - The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.
- M. Litigation and Dispute Disclosure - Indicate and disclose all lawsuits including claims involving arbitration or other alternative dispute resolution mechanisms filed against the respondent and any affiliates within the past five years of the date of this RFP. Notwithstanding the above disclosure requirement, the respondent is not required to indicate in its disclosure of lawsuits the following litigation claim; personal injury suits for less than

\$100,00; workmen's compensation claims filed by the employees of the respondent or its affiliates or by independent contractors retained or hired the respondent or affiliates; mechanics, supplier or materialmen liens of less than \$5,000; and real property tax appeals. Among the types of lawsuits the City will want disclosure are sexual harassment claims, age discrimination claims; other claims involving protected classes such as race, national origin, gender or sexual preference, breach of contract claims involving violations of collective bargaining units.

- N. Accounting Standards - The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.
- O. Retention of Records - The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.
- P. Data Practices - The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.
- Q. Inspection of Records - All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- R. Living Wage Policy - All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a contractor that does not supply employer-paid health insurance and 100 percent for a contractor that does supply employer-paid health insurance.
- S. Small & Underutilized Business Program - The contractor shall comply with the Small & Underutilized Business Program, Minneapolis Code of Ordinances Chapter 423, established by the City Council on June 25, 1999. The contractor shall make and document every reasonable effort to include certified small businesses, including companies owned by women and minority persons, as part of their service team. List of certified businesses can be obtained by contacting the Small & Underutilized Business Program at 612 673-2272 or the CERT web site at (<http://www.impactcorp.com/cert>).
- T. Applicable Law - The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise

hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

- U. Conflict and Priority - In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

- V. Ownership of Materials - All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

- W. Termination - The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfil its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

Appendix A

Amending Title 18, Chapter 474 of the Minneapolis Code of Ordinances relating to Traffic Code: Vehicle Regulations.

The City Council of the City of Minneapolis does ordain as follows:

Section 1. That Chapter 474 of the Minneapolis Code of Ordinances be amended by adding thereto a new Section 474.620 to read as follows:

474.620. Definitions:

- (a) “Agency” means the law enforcement agency primarily responsible for traffic control.
- (b) “Automated traffic law enforcement system” means an electronic system consisting of a photographic, video or electronic camera and a vehicle sensor installed to work alone or in conjunction with an official traffic controller and to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control signal.
- (c) “Owner” means the person or entity identified by the Minnesota Department of Public Safety, or registered with any other State vehicle registration office, as the registered owner of a vehicle, or a lessee of a motor vehicle under a lease of 6 months or more.
- (d) “Recorded image” means images recorded by an automated traffic law enforcement system on:
 - (1) Two or more photographs;
 - (2) Two or more microphotographs;
 - (3) Two or more electronic images;
 - (4) Videotape; or
 - (5) Any other medium; andwhich show the rear of the motor vehicle and, on at least one image or portion of tape, clearly identify the registration plate number of the motor vehicle.

Section 2. That Chapter 474 of the Minneapolis Code of Ordinances be amended by adding thereto a new Section 474.630 to read as follows:

474.630. Traffic Control Signal. (a) Whenever traffic is controlled by traffic control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination, only the colors green, red and yellow shall be used except for special pedestrian signals carrying a word legend or symbol. The lights shall indicate and apply to drivers of vehicles as follows:

(1) Green indication:

- a. Vehicular traffic facing a circular green signal may proceed straight through or turn right or left unless a sign at such place prohibits either such turn. But vehicular traffic, including vehicles turning right or left, shall yield the right of way to other vehicles and pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal is exhibited.
- b. Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may cautiously enter the intersection only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right of way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

(1) Steady yellow indication:

- a. Vehicular traffic facing a circular yellow signal is thereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection, except for the continued movement allowed by any green arrow simultaneously indicated.
- b. Vehicular traffic facing a steady yellow arrow signal is thereby warned that the protected vehicular movement permitted by the corresponding green arrow indication is being terminated.

(1) Steady red indication:

- a. Vehicular traffic facing a circular red signal alone shall stop at a clearly marked line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until a green indication is shown, except as follows:
 - 1. The driver of a vehicle which is stopped as close as practicable at the entrance to the crosswalk on the near side of the intersection or, if none, then at the entrance to the intersection in obedience to a red or stop signal, and with the intention of making a right turn may make such right turn, after stopping, unless an official sign has been erected prohibiting such movement, but shall yield the right-of-way to pedestrians and other traffic lawfully proceeding as directed by the signal at said intersection; or
 - 2. The driver of a vehicle on a one-way street which intersects another one-way street on which traffic moves to the left shall stop in obedience to a red or stop signal and may then make a left turn into said one-way street, unless an official sign has been erected prohibiting the movement, but shall yield the right-of-way to pedestrians and other traffic proceeding as directed by the signal at said intersection.
- a. Vehicular traffic facing a steady red arrow signal, with the intention of making a movement indicated by the arrow, shall stop at a clearly marked stop line,

but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until a permissive signal indication is displayed.

Section 3. That Chapter 474 of the Minneapolis Code of Ordinances be amended by adding thereto a new Section 474.640 to read as follows:

474.640. Violation. If a motor vehicle is operated in violation of section 474.630 and the violation is detected by a recorded image taken by an automated traffic law enforcement system, the owner of the vehicle or the lessee of the vehicle, is guilty of a petty misdemeanor. Notwithstanding any other law, a peace officer may issue a citation to the owner or lessee of the vehicle through the United States Mail.

Section 4. That Chapter 474 of the Minneapolis Code of Ordinances be amended by adding thereto a new Section 474.650 to read as follows:

474.650. Citation. When a violation, as set forth by section 474.640, is detected by an automated traffic law enforcement system, the agency shall, within 14 days of the violation, mail to the owner a citation, which shall include:

- (1) The name and address of the registered owner of the vehicle;
- (2) The registration number of the motor vehicle involved in the violation;
- (3) The violation charged;
- (4) The location where the violation occurred;
- (5) The date and time of the violation;
- (6) A copy of the recorded images;
- (7) The fine amount and the date by which the fine should be paid;
- (8) A signed statement by a technician employed by the agency that, based on inspection of recorded images, the motor vehicle was being operated in violation of a traffic control device;
- (9) Information advising the person alleged to be liable under the ordinance:
 - a. Of the manner, time, and place in which liability as alleged in the citation may be contested in the District Court; and
 - b. Warning that failure to pay the penalty or to contest liability in a timely manner may result in a suspension of the owner's driving privileges.

Section 5. That Chapter 474 of the Minneapolis Code of Ordinances be amended by adding thereto a new Section 474.660 to read as follows:

474.660. Evidence. (a) In the prosecution of a violation, as set forth by section 474.640, captured by an automated traffic law enforcement system, prima facie evidence that the vehicle described in the citation was operated in violation of this section, together with proof that the defendant was at the time of such violation the owner or lessee of the vehicle, shall constitute in evidence a rebuttable presumption that such owner or lessee was the person who committed the violation. The presumption shall be rebutted if the owner or lessee:

- (1) Provides a sworn affidavit delivered by United States Mail to the city or agency that he or she was not the owner or lessee of the vehicle at the time of the alleged violation and provides the name and current address of the person operating the motor vehicle at the time of the violation; or
 - (2) Submits a copy of a police report showing the vehicle had been reported as stolen in a timely manner before the date of the violation.
- (b) If the city or agency finds that the person named in the citation was not operating the vehicle at the time of the violation or receives evidence under paragraph (a)(1) of this section identifying the person driving the vehicle at the time of the violation, the city or agency shall issue a citation to the identified driver through the United State Mail, no later than 14 days after receipt of this information.

Section 6. That Chapter 474 of the Minneapolis Code of Ordinances be amended by adding thereto a new Section 474.670 to read as follow:

474.670. Severance. If any section, sentence, clause or phrase of sections 474.620 to 474.660 is held invalid or unconstitutional by any court of competent jurisdiction it shall in no way affect the validity of any remaining portion of these sections.