

AN ORDINANCE TO AUTHORIZE CONTRACT 15054DFPS -- TRAFFIC LIGHT SIGNAL VIOLATION MONITORING SYSTEMS -- WITH XEROX STATE AND LOCAL SOLUTIONS, INC.

#4112

Sponsor:

Council
Member
Freel

WHEREAS, pursuant to §2-308 and §8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by Wilmington City Council by ordinance; and

WHEREAS, the City of Wilmington desires to enter into a contract to enforce the provisions of Wilmington City Code § 37-95 (Failure to stop for a red traffic signal; traffic light signal violation monitoring program; penalties); and

WHEREAS, the City publicly advertised a Request for Proposals ("RFP") for Contract 15054DFPS – Traffic Signal Violation Monitoring Systems (the "Contract") in accordance with §8-200 of the City Charter, and subsequently awarded the Contract to Xerox State and Local Solutions, Inc. ("Xerox"), which submitted the lowest price and best overall proposal; and

WHEREAS, the term of the Contract is for a period of three and a half (3.5) years beginning on or about January 1, 2016, at an annual cost of \$1,058,760, to be paid on a monthly basis (\$88,230 per month), with two (2) possible renewals of one (1) year each under the same terms and conditions; and

WHEREAS, it is the recommendation of the Department of Finance that the City enter into the Contract as described above, a copy of which, in substantial form, is attached hereto and incorporated herein by reference.

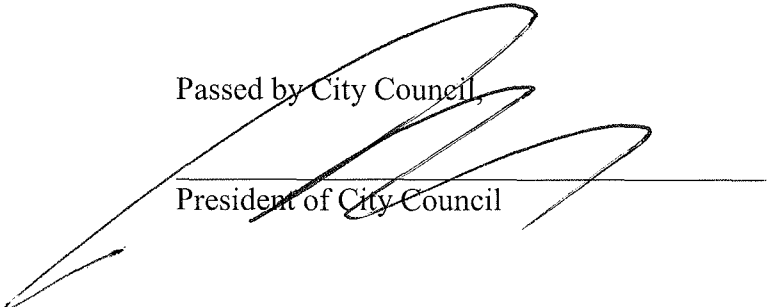
NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Contract 15054DFPS – Traffic Signal Violation Monitoring Systems – between the City and Xerox for a period of three and a half (3.5) years, at an annual cost of \$1,058,760, to be paid on a monthly basis (\$88,230 per month), with two (2) possible renewals of one (1) year each under the same terms and conditions, a copy of which, in substantial form is attached hereto, is hereby approved, and the Mayor or his designee, and the City Clerk are hereby authorized to execute as many copies of the contract, and to perform all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be deemed effective upon its date of passage by City Council and approval by the Mayor.

First Reading.....November 5, 2015
Second Reading....November 5, 2015
Third Reading February 18, 2016

Passed by City Council,



President of City Council

ATTEST:




City Clerk

Approved as to form this
4th day of November, 2015


Assistant City Solicitor

Approved this 23 day of Feb, 2015- 2016


Mayor

SYNOPSIS AND FISCAL IMPACT: This Ordinance authorizes Contract 15054DFPS - Traffic Signal Violation Monitoring Systems - with Xerox State and Local Solutions, Inc., for a period of three and a half (3.5) years at an annual cost of \$1,058,760, to be paid on a monthly basis (\$88,230 per month), with two (2) possible renewals of one (1) year each under the same terms and conditions.

**CITY CONTRACT 15054DFPS
TRAFFIC SIGNAL VIOLATION
MONITORING SYSTEMS
BETWEEN
THE CITY OF WILMINGTON
AND XEROX STATE & LOCAL SOLUTIONS, INC.**

THIS AGREEMENT, made the _____ day of _____ in the year Two Thousand Fifteen by and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Xerox State & Local Solutions, Inc.**, party of the second part (hereinafter designated the “Contractor”, “Xerox” or “Consultant”).

Article: 1. Services

The Contractor shall and will furnish and deliver per specifications as described in the attached Scope of Professional services (“Services”), which is incorporated by reference as Schedule A, on Professional Service contract **15054DFPS “Traffic Light Signal Violation Monitoring Systems”** for the Finance Department and Contractor’s Proposal detailing Contractor’s performance of the specifications in Schedule A which is incorporated by reference as submitted in response to the Advertisement for Proposals by the Department of Finance, Division of Procurement and Records date 26 December 2015 and 30 December 2015 and the specifications identified as Contract No. **15054DFPS** and by the signatures of the parties hereto, are, together with the said Contractor’s Proposal Advertisement for Bids, Instructions to Bidders, Forms of Proposal, addendums and answers to questions, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. Compensation

It is understood and agreed by and between the parties hereto that the amount of this Professional Service Agreement is the amount of Three Million Seven Hundred Five Thousand and Six Hundred Sixty Dollars (\$3,705,660.00). Contractor will charge the City of Wilmington a flat-rate monthly fee of \$2,595.00 per camera system (34 total camera systems) for the program listed above as per Xerox’s Proposal dated 1/20/2015 to the Department of Finance, Division of Procurement and Records. In addition, end users shall be charged a \$3.50

convenience fee for credit card payments processed by Contractor. Contractor will be responsible for the credit card processing and inter-change fees.

Contractor understands that the quantities listed in the Proposal are approximate only, which will be the basis for comparing the proposals submitted. Contractor understands and agrees that the quantities shown may be altered by the conditions found during the progress of the work and agrees that the City may increase or decrease quantities of work to be done under any item. Contractor further agrees that in case of discrepancies in the unit prices or in their extensions, the written unit prices will be the basis for payment. Contractor further agrees that all work required by thereof, is covered by the unit prices herein and that no other payment will be allowed. Payments shall be due to the Contractor within Thirty (30) days upon receipt of invoice.

Article 3. Term

The term of this Contact shall be for a period of Forty-two (42) months, commencing on January 1, 2016 and expiring on June 30, 2019. The Parties may, by mutual consent, extend the agreement for two (2) one year option periods in accordance with all existing terms and conditions.

Article 4. Early Termination

- a. All intersection enforcement equipment shall remain the property of Contractor throughout the entire current Contract term as well as upon expiration of the Contract.
- b. In the event of an early termination by the City for its convenience, Contractor shall be paid any fees due at the time of termination, plus any and all reasonable costs at the request and approval of the City in terminating the operation of the program, including but not limited to cost of settling with subcontractors, the administrative and professional costs incurred to prepare and negotiate the termination for convenience proposal, employee termination and relocation costs, and a reasonable profit thereon.

Article 5. Other Terms and Conditions

The City of Wilmington General Terms and Conditions are attached hereto as Exhibit A and hereby incorporated as such.

Article 6. Notices

Contractor further states that his official address for receiving communications is as shown on the first page of the proposal cover letter.

Article 7. Subcontractors

The following sub-contractor and/or sub-Contractors will be utilized in the completion of the project.

SUB-CONTRACTOR & SUB-CONTRACTOR LIST

1. _____
(NAME) (WORK)
2. _____
(NAME) (WORK)
3. _____
(NAME) (WORK)
4. _____
(NAME) (WORK)
5. _____
(NAME) (WORK)

IN WITNESS WHEREOF and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused tide Contract to be executed by their duly authorized representatives on the date(s) previously listed.

The party of the first part has, by recommendation of the **Director of Finance Department**, caused the hand of **Dennis P. Williams**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:

THE CITY OF WILMINGTON

Witness

By: _____
Dennis P. Williams, Mayor

ATTEST:

City Clerk

Xerox State & Local Solutions, Inc.

Witness

By: _____
President (Seal)

ATTEST:

Secretary

Approved as to Form on this _____

Day of _____, 2015

Assistant City Solicitor

Exhibit "A"

CITY OF WILMINGTON

General Terms and Conditions

Xerox State & Local Solutions Inc. ("Xerox" or "Consultant")

1. Insurance Coverage

Contractor shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: worker' compensation as required by law; Commercial general liability coverage with a combined single limit for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. Such policies shall be issued by a financially sound carrier and/or carriers licensed to do business in the State of Delaware. Contractor shall provide the City with a standard ACORD form certificate of insurance evidencing the above stated coverage and naming the City as an additional insured on the commercial general liability policy.

2. Use of Subcontractors

Contractor may use qualified Contractors, sub-Contractors, or subcontractors to perform the services required under this Agreement upon the approval of the City.

3. Discrimination

In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4. Indemnification

Contractor shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, made by third parties, but only to the extent caused by, and resulting from the negligent acts or omissions of Contractor, its employees, agents, subcontractors, Contractors, or sub Contractors in pertaining the services required under this Agreement.

Without limiting the foregoing, either party shall not be liable to the other party or to any third party for any reason whatsoever arising out of or relating to this Agreement (including any breach of this Agreement) for loss of profits or for incidental, indirect, special, consequential, or punitive damages, notwithstanding the failure of any remedy provided herein.

Consultant's total, maximum liability for any and all damages shall not exceed an annual maximum of 50% of the revenue received in the prior 12 months with a total aggregate liability of 20 % of the total contract value received by the Contractor.

5. Records

Contractor shall maintain accounts and records necessary to support invoiced changes. The City shall not have access to journal entries, cost data or any confidential and/or proprietary information. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

6. Reports and Information

Contractor, at time and in such form as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement. Time is of the essence of this Agreement.

7. Business License

Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. Taxes

Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. Findings Confidential

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustration, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. Ownership of Information

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slicks, and documents prepared, assembled, drafted, or generated by Contractor solely in connection with this Agreement shall become the exclusive property of the City. Contractor may keep copies of such documents for its records. Xerox shall retain ownership of Xerox proprietary software applications as well as the corresponding documentation, manuals and other information related to these Xerox items.

11. Notices

Any notice which is required or may be given in connection with this Agreement shall be addressed as follows:

City Solicitor
Law Department 9th floor
City of Wilmington
800 N. French Street
Wilmington, Delaware 19801

12. Independent Contractor

Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. Oral Modifications

This Agreement is not to be changed orally, but only by an agreement in writing and signed by both parties.

14. Successors and Assigns

This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

Contractor's Signature: _____

Title: _____

Date: _____

Schedule "A"

SCOPE OF PROFESSIONAL SERVICES

PROJECT DESCRIPTION

The City of Wilmington, Delaware (City) proposes to implement a program of traffic signal violation photo monitoring and enforcement. The program, known as Traffic Light Signal Violation Monitoring System, will be implemented to improve safety on the City streets in a cost effective manner. The City desires the system to be operated in a "turnkey" manner which will involve Contractor to furnish, install, operate, maintain and upgrade all necessary equipment for such a program. In addition, the City wishes to have Contractor identify violators, prepare and distribute notices and tickets, train City personnel involved with the program, develop and implement a public education campaign about the program, and to establish and operate a telephone "hotline" for addressing questions received from persons violating the red light traffic laws under the program.

Contractor will be responsible for the provision, implementation and continuing satisfactory performance of the equipment, software and services provided pursuant to this Request For Proposals (RFP). This responsibility includes, without limitation, the obtaining and integration of all necessary equipment, computer hardware and software (if any), related infrastructure, notice processing services, training and other services identified in the RFP into a functioning system.

Initially, the City intends for a system to consist of (34) cameras installed and operated at thirty- one (31) signalized intersections located in the City. The program may be expanded by mutual agreement in the future to additional intersections and for additional duration if the City determines that the operational and financial performance of this initial installation and operation of the system will support expansions of the system.

The department's contract with the current provider, Contractor, expires December 31, 2015. All current field equipment is owned by Contractor and will remain the property of Contractor upon contract expiration.

PROGRAM REQUIREMENTS

1. Equipment

The Traffic Light Signal Violation Monitoring System equipment proposed by the Proposer must satisfy the following minimum criteria. When the terms "photo," "photograph" or "photographs" are used they shall be interpreted to mean digital photographs, digital videos or other suitable recorded

images.

Traffic Light Signal Violation Monitoring System means a vehicle sensor installed to work in conjunction with a traffic light that automatically produces 3 or more digital photographs, digital videos or other suitable recorded images of each vehicle at the time it is used or operated in violation of the State of Delaware and City of Wilmington's Traffic Law.

- A. The equipment must be able to automatically detect a vehicle which is violating the red traffic signal, including the speed of such vehicle and the amount of time elapsed between the time when the signal turned red and the time that the vehicle is used or operated in violation of the State of Delaware and City of Wilmington's Traffic Law.
- B. The equipment must be able to capture three (3) color photographs per violation; the first of which depicts the vehicle when it enters the intersection, while the governing traffic signal is red and the second of which depicts the same vehicle at or beyond a given point at a fixed time after the first photo, and the third should be an enlargement of the vehicle license plate.
- C. The system should be guaranteed to operate within certain standards. Such standards are defined in Contractor's proposal.
- D. In order to minimize operator error, all equipment must be automated to the highest degree possible and easy to operate.
- E. The equipment must have camera enclosures which are bullet and tamper-proof and must be designed so that maintenance and other operations can be accomplished easily, quickly and without creating a public safety hazard.
 - Water and spray resistant with sealed access panel
 - Double walled steel construction included welded joints
 - Rust proof finish (e.g., baked enamel)
 - Bulletproof windows for camera and flash
 - Security locks
 - Secure mounting atop a Vendor-supplied pole to allow both horizontal and vertical adjustment at each intersection
 - The camera housing cabinet shall be designed so that the system performs as intended throughout an outside temperature of -10 degrees Fahrenheit to 122 degrees Fahrenheit and an outside humidity of 100 percent
 - The camera housing shall contain a system which will activate automatically to eliminate any fogging on the windows which may obstruct the view of the camera
 - The camera housing or pole shall have a secured terminal block, in a vandal-proof location, readily accessible to accept the power, red light, and yellow light and incident detection inputs.
- F. The equipment must provide clear and readable photographs at any time of day and night and in any type of weather condition (including, but not limited to, bright sunlight, darkness, wind, rain and snow) which show clearly:

1. The scene of the violation
2. The appropriate traffic signal head with red indication,
3. The vehicle in violation, clearly identifiable by color, make and model of vehicle, and
4. The rear license plate of the vehicle, including license plate numbers and letters and the State of issuance.

G. The following information must be imprinted on each photograph without obstructing the images of the vehicle, license plate and violation:

- Image 1: The scene of the violation, including a clear view of the vehicle's front tire positioned behind the stop line and at least one signal head with a red indication, including superimposed data.
- Image 2: A rear view of the vehicle in violation (i.e., continuing through the intersection), from which the make and model of the vehicle can be clearly identified with superimposed data specified below.
- Image 3: The rear license plate of the vehicle in violation, including the State of issuance and the characters, which appear on the license plate, whether reflectorized or non- reflectorized as well as superimposed data.

The following information must be imprinted or superimposed on each image without obstructing the image of the vehicle or that of the red indication and the rear license plate.

- The date of the violation, stated in month, day and year.
- The time of the violation, stated in military time of hours, minutes, seconds and tenths of a second.
- A frame sequence number or violation number.
- The amount of elapsed time between the moment the light turns red to the time the image was captured, in tenths of a second.
- The intersection name and the direction of violation.
- When available, the speed of the violating vehicle in miles per hour.
- Yellow time and speed limit

The camera systems shall provide an ancillary video clip that can be used as supporting evidence to the violation provided in the still images.

- H. The equipment must be capable of providing an image, visible to the naked eye, of the rear license plate of the vehicle.

All equipment supplied shall be, certified to be in good working order and accompanied by all warranties. Equipment shall be installed in accordance with the manufactures' specifications.

IMAGE PROCESSING AND NOTICES SERVICES

The services for image processing and notices services shall be in accordance with applicable Delaware and Wilmington law and shall, at a minimum, satisfy the criteria provided below.

- A. Provide a method for an employee of the City to certify all violations in accordance with Delaware law
- B. Provide a method for accessing Department of Motor Vehicles records for all states.
- C. Provide for the preparation and sending of notices within a designated time period after the occurrence of the violation and in the format required by law, which include copies of the photographs depicting the alleged violation;
- D. Provide for sending at least three subsequent notices to those registered vehicle owners not responding to the initial notices at a fixed time after the issuance of the initial notices
- E. Provide a technician, who meets the qualifications which will be mutually developed by the City and Contractor, to testify in court, as necessary, about violations depicted by the photographs;
- F. Provide a procedure to assure proper record keeping and chain of custody, in accordance with Delaware law, of all digital images and other documents necessary in the prosecution of violations;
- G. Provide a system for maintenance logs and calibration of equipment to assure at all times that all evidence is properly documented.
- H. Provide a system which will continually perform a statistical analysis of violations, locations of violations, numbers of violations and collection rates, vehicle registration by State of violators, etc.

Payment Processing

- A. The City will continue to process all Traffic Light Signal Violation Monitoring System payments through their Lockbox provider that are mailed to the designated P.O. Box.

EQUIPMENT MAINTENANCE AND WARRANTIES

All equipment (including any hardware and software) shall be regularly maintained by Contractor so as to be continually operable in accordance with the requirements of the RFP and to incorporate appropriate

technical upgrades as they become available. All equipment (including any hardware and software) shall be regularly maintained by Contractor so that all data collected will be able to be used as successful evidence in any court proceedings and/or challenges of the Traffic Light Signal Violation Monitoring System. Contractor offers a full system warranty during the contract term, including all option years. The warranty includes third party damage but excludes damage caused by the City or its subcontractors or agents (other than Contractor or its subcontractors on this project), which are the responsibility of the City.

Notwithstanding the provisions of any manufacturer's warranty, Contractor shall warrant that the equipment shall be fit for its intended purposes. Contractor, by its submission of a proposal, acknowledges and agrees that the City is relying upon the skill of Contractor in properly identifying and furnishing equipment suitable for the intended purposes of the program.

Contractor shall have readily available to it, at all times, spare parts and replacement equipment which meets the accepted equipment specifications. Contractor shall guarantee the repair or replacement of malfunctioning or inoperable equipment within seventy-two (72) hours after discovery of the problem.

- a) All equipment, including the system's computer hardware and/or software, shall be regularly maintained by the Contractor, and be continually operable in accordance with the requirements of the Proposal. Maintenance includes all components of the system which might be capable of corruption by virus. Virus-free protection mechanisms must be provided. Once the system reaches full performance level, the successful bidder shall ensure uninterrupted service for 360 days per year throughout the term of the contract. Five (5) cumulative days downtime per camera is allowable per year, which excludes the time required for routine maintenance up to two (2) hours per month.
- b) Contractor shall provide the department with a monthly report within fourteen (14) calendar days following the end of the month. The monthly report is to include:
 - Dates of maintenance/repairs performed
 - All system errors identified
 - Total non-operational time for each camera site
 - Number of events recorded
 - Number of events transmitted for review
 - Number of violations
 - A comparison of current month vs. prior month
 - Date of last recorded event
 - Any other statistical report deemed necessary by the department

TRAINING SERVICES

The scope of services provided by Contractor shall include any training of City personnel which will be required to have the Traffic Light Signal Violation Monitoring System conform to the State of Delaware traffic laws.

STATISTICAL ANALYSIS

Citeweb and Etims will provide statistical analysis of violations and related data over the term of the Contract. The information generated shall be used by the City to evaluate the performance of the program.

The system will be evaluated by the City to assess the relative success in achieving the goal of improved traffic safety at signalized intersections by modification of driver behavior. Specifically, improvement is expected in certain types of accidents at the selected site(s) and a reduction in the number of red light runners. The City will also evaluate the cost effectiveness of the program. Additionally, the City will evaluate the process by which notices are issued and fines collected.

All data generated by the system and Contractor shall become the property of the City. It is expected that the evaluation data may be forwarded to the Delaware General Assembly and other interested parties.

PUBLIC EDUCATION PROGRAM

The purpose of the Traffic Light Signal Violation Monitoring System public education program is to solicit public support for this measure to improve safety on City streets and to advise motorists of the potential consequences of running red lights within the City. Contractor will continue to work with the City to educate the public on the benefits of a Traffic Light Signal Violation Monitoring System as outlined in the proposal.

WARNING PERIOD

Contractor shall propose and implement a one month warning period after the installation of any new sites. During this warning period, warnings shall be sent to violators showing all data that will be used in the final citation program. Warning will contain a brief description of the Program and a "no fine" warning notice. Xerox will invoice for each new camera system upon the initial date and time of the warning period designated by the City.

TELEPHONE HOTLINE

Each notice issued shall contain a phone number to call for information. This "hotline" should be staffed at a minimum from 8:30 a.m. to 5:00 p.m. Monday through Friday. At other times, a recording would provide the caller with preselected information.

1. Additional Intersection Enforcement Locations

ARTICLES as set forth in previous amendments of the prior Contract, is replaced in total by the following;

1.1 Intersection Enforcement Locations

1.1.1 The parties agree that the following intersection approaches have been mutually agreed upon for installation, that they have been installed, and that they shall continue to be serviced for the duration of the contact term unless mutually agreed otherwise by the Parties

- Pennsylvania Avenue westbound at N. Lincoln Street
- Lancaster Avenue eastbound at S. Cleveland Avenue
- Pennsylvania Avenue eastbound at N. Franklin Street
- S. Heald Street southbound at D Street
- 4th Street westbound at Adams Street
- 4th Street westbound at N. Washington Street
- Lancaster Avenue westbound at S. Cleveland Avenue
- Lincoln Street northbound at 9th Street
- Pennsylvania Avenue eastbound at Woodlawn Avenue
- Pennsylvania Avenue westbound at Woodlawn Avenue
- Concord Avenue southbound at Market Street
- Lancaster Avenue eastbound at Lincoln Street
- 11th Street eastbound at Church Street
- Union Street at Prospect Road
- 30th Street westbound at Market Street
- Union Street southbound at Maple
- Concord Avenue northbound at Broom Street
- Lancaster Avenue eastbound at Jackson Street
- Lancaster Avenue eastbound at DuPont Street
- Rt. 13A southbound at Christiana Avenue
- Maryland Avenue eastbound at 7th Street
- Union Street southbound at 4th Street
- Concord Avenue eastbound at Broom Street
- King Street at 4th Street
- 4th Street eastbound at Orange Street
- Martin Luther King, Jr. Boulevard at West Street
- S. Walnut Street northbound at 2nd Street
- Delaware Avenue westbound at Van Buren Street
- Delaware Avenue eastbound at Van Buren Street
- 12th Street at Washington Street
- 2nd Street at Adams Street
- S. Walnut Street northbound at

Street

A Street

- 4th Street westbound at Scott Street
- Pennsylvania Ave EB at N. Van Buren

1.1.2 The parties agree that the Traffic Light Signal Violation Monitoring System may be further expanded upon mutually agreement consistent with the terms and conditions of this Contract.

1.2 Contractor shall maintain the current red light camera equipment at its own expense. Contractor x shall provide a Traffic Light Signal Violation Monitoring System which includes the following enforcement equipment (cameras, poles, camera housing units, conduits if needed, loop detectors, wiring), complete installation, processing, citation processing and maintenance of all equipment.