



Event # 483-4

Name: Automated School Zone Speed Detection Camera System(Rebid)

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as Contractor or Proposer to provide Automated School Zone Speed Detection Camera System Equipment with both LiDAR (Light Detection and Ranging) and RADAR options to the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Buyer: MCDONALD, KIRK

Status: Open

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 4

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 07/01/2025 05:10:00 PM

Open: 07/01/2025 05:00:00 PM

Q & A Close: 08/12/2025 09:00:00 AM

Close: 08/29/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out and attach the Required Documents?	Yes No	_Required Forms Packet - Forms 1-12.pdf
Did you submit a current SSAE 18, SOC 2, Type I report with their proposal?	Yes No	
Does Proposer provide additional services not listed in the RFP? If yes, please attach all additional services with unit prices and unit of measure.	Yes No Text	
Does Proposer provide additional equipment not listed in this RFP? If yes, please attach all additional equipment with unit prices and unit of measure.	Yes No Text	
Did you receive Addendum No. 2?	Yes No	

Event # 483-4: Automated School Zone Speed Detection Camera System(Rebid)

Attachments

Name	Attachment
1. General Conditions - Rev 08-2023.pdf	1. General Conditions - Rev 08-2023.pdf
Event 483 Automated Speed Stection Camera System.pdf	Event 483 Automated Speed Stection Camera System.pdf
Addendum #2 - RFP(Event)#483-1 Automated SDS (Rebid).pdf	Addendum #2 - RFP(Event)#483-1 Automated SDS (Rebid).pdf
Exhibit 1	Exhibit 1 FDOT SDS Placement-and-Installation-Specs_Revision_7-21-25.pdf

Contacts

Name	Email Address
KIRK MCDONALD	kmcdonald@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
550-09	Cameras, Red Light (See Class 655 for other types)
655-29	Cameras, Digital Type (Incl. Digital Network Cameras)
680-87	Surveillance Cameras and Counter-surveillance Equipment and

Line Details

Line 1: Dollar Revenue to CoFL

Description: Automated School Zone Safety Speed Enforcement System(s) w/ALPR: Revenue share/total cost for the lease of system(s) including all site selection testing/traffic studies, equipment, installation, maintenance and support, public information program, training, system upgrades and enhancements, and support upgrades for future installations, per specifications.

Per - Florida Statute Section 316.1896(5)

Event # 483-4: Automated School Zone Speed Detection Camera System(Rebid)

Note 1: Dollar Revenue should be free and clear of hidden fees

Note 2: Dollar revenue shall be for paid violations only

Item: DOLLAR REVENUE TO COFL Dollar Revenue to CoFL

Long Item Description: Note 1: Dollar Revenue should be free and clear of hidden fees

Note 2: Dollar revenue shall be for paid violations only

Commodity Code: 550-09 Cameras, Red Light (See Class 655 for other types)

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: DOLLAR REVENUE TO COFL

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: Dollar Revenue to Proposer

Description: Automated School Zone Safety Speed Enforcement System(s) w/ALPR: Revenue share/total cost for the lease of system(s) including all site selection testing/traffic studies, equipment, installation, maintenance and support, public information program, training, system upgrades and enhancements, and support upgrades for future installations, per specifications.

Per Florida Statute Section 316.1896(5)(b)

Item: DOLLAR REVENUE TO PROPOSER Dollar Revenue to Proposer

Commodity Code: 550-09 Cameras, Red Light (See Class 655 for other types)

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: DOLLAR REVENUE TO PROPOSER

Quantity: 1.0000

Unit of Measure: DO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as Contractor or Proposer to provide Automated School Zone Speed Detection Camera System Equipment with both LiDAR (Light Detection and Ranging) and RADAR options to the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Kirk McDonald at (954) 828-5073 or email at kmcdonald@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question/answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a Proposal by the due date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award a contract within this time period or shall request to the recommended awarded proposer an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices/payment no more frequently than once per month. Each invoice/payment shall fully detail the related costs/revenue and shall specify the status of the particular task or project as of the date of the invoice and/or revenue collection document with regard to the accepted schedule for that task or project. Payment, if applicable, will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.9 Payment Method – N/A

2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s)

offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A [sample of the formal agreement template](#), which may be required to be executed by the awarded vendor can be found at our website.

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material aspects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, financial, technical, integrity, reliability, capacity, experience, history, references, and past performance to perform as contractually required, and must be able to fully demonstrate the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of Automated School Zone Speed Detection Camera System management and administration and must possess sufficient financial support, equipment, and organizational personnel to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Experience and References

- a. Minimum of five (5) years of demonstrated experience in implementing automated speed enforcement systems, which includes school zone speed monitoring.
- b. Proposer must provide a list of at least three (3) successfully implemented projects in school zones with at least one (1) of similar scope and size to the City of Fort Lauderdale within the last five (5) years, as indicated previously. Proposer must be

able to demonstrate that systems have been provided to at least three (3) municipalities/county police or transportation agencies.

2.17.2 Technical Capability

- a. Proposer should offer a fully automated speed enforcement system, including cameras, radar/LIDAR detection, license plate recognition (LPR), data storage, and violation processing.
- b. The School Zone Speed Detection System must be able to pursuant to Section 316.0776, Florida Statutes (F.S.), receive approval from the Florida Department of Transportation (FDOT) for the placement or installation of a Speed Detection System (SDS) in a School Zone on the State Highway System (SHS), as defined in Section 334.03(24), F.S. SDS installations on the SHS must be authorized through a General Use Permit in accordance with Rule 14-20.010 of the Florida Administrative Code.

However, a General Use Permit from FDOT is not required for the installation of an SDS on a street or highway under the jurisdiction of a County or Municipality. The local agency in charge of operations and maintenance of a roadway that is separate from the SHS is responsible for reviewing proposed installations on that roadway.

- c. The School Zone Speed Detection System must comply with state and local laws regarding automated enforcement.

2.17.3 Personnel Qualifications

- a. Key project staff must include individuals with relevant technical and project management experience.
- b. Installation and maintenance personnel must hold appropriate certifications, licenses, or technical credentials for electrical, communication, or traffic system work.
- c. Proposer or principals shall have relevant experience in Automated School Zone Speed Detection Camera System management and administration. Project manager assigned to the work must have experience with automated speed enforcement and have served as project manager on similar projects.

2.17.3 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals including, but not limited to, previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.4 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.5 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any proposer submitting a response to this solicitation must comply, if applicable, with [City of Fort Lauderdale Ordinance No. C-11-42](#), and [Resolution No. 07-101, Lobbying Activities](#). Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement part of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic boundaries of the City of Fort Lauderdale or Broward County, such as a current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site: [Click Here](#)

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic boundaries of the City of Fort Lauderdale or the Tri-County, such as current Florida driver's license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site: [Click Here](#)

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term “Disadvantaged Class 4 Enterprise” shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City’s Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city’s procurement ordinance or any applicable law, may follow the protest procedure as found in the city’s procurement ordinance within five (5) days after a notice of intent to award is posted on the city’s web site at the following link: [Click Here](#)

2.21.2 The complete protest ordinance may be found on the city’s web site at the following link: [Click Here](#)

2.22 Public Entity Crimes

Proposer represents, if awarded, that the subsequent execution of an Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes 2024, as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City’s competitive procurement activities.

2.23 Subcontractors

2.23.1 If the Successful Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor in its best interest and to require Successful Proposer to replace subcontractor with one that meets City approval.

2.23.2 Successful Proposer shall ensure that all of its subcontractors perform in accordance with the terms and conditions of this solicitation. Successful Proposer shall be fully responsible for all of its subcontractors’ performance, and liable for any of its subcontractors’ non-performance and all of its subcontractors’ acts and omissions. Successful Proposer shall defend, at its expense, counsel, subject to the City’s approval or disapproval, and indemnify and hold harmless the City and the City’s officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Successful Proposer’s subcontractors for payment for work performed for the City.

2.23.3 Successful Proposer shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and

any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Successful Proposer.

2.24 Proposal Security- N/A

2.25 Payment and Performance Bond – N/A

2.25 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Successful Proposer. The Successful Proposer shall provide the City a certificate of insurance evidencing such coverage. Successful Proposer's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Successful Proposer shall not be interpreted as limiting the Successful Proposer's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Successful Proposer for assessing the extent or determining appropriate types and limits of coverage to protect the Successful Proposer against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Successful Proposer under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Successful Proposer must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of Successful Proposer's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Successful Proposer. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Successful Proposer does not own vehicles, it shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers’ Compensation and Employer’s Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

Successful Proposer waives, and shall ensure that its insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Successful Proposer must be in compliance with all applicable State and federal workers’ compensation laws.

2.26.4 Insurance Certificate Requirements

- a. The Successful Proposer shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Successful Proposer shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Successful Proposer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Successful Proposer shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the

insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Successful Proposer's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

- 2.26.5** The Successful Proposer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Successful Proposer's expense.
- 2.26.6** If the Successful Proposer's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Successful Proposer may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Successful Proposer's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Successful Proposer that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Successful Proposer must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Successful Proposer's insurance policies.
- 2.26.10** The Successful Proposer shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Successful Proposer's responsibility to ensure that any and all of the Successful Proposer's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Successful Proposer and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Successful Proposer shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Successful Proposer to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Successful Proposer will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Successful Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Successful Proposer is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Successful Proposer. The Successful Proposer waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be done without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.35 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire three (3) years from that date. The City reserves the right to extend the contract for one (1), additional two-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Successful Proposer shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Successful Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments – N/A

2.37 Service Test Period

If the Successful Proposer has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Successful Proposer can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Successful Proposer or to select another Successful Proposer (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Successful Proposer.

- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Successful Proposer's performance.
- Schedule and conduct Successful Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for satisfactory work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements.
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

In the event the Successful Proposer wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Successful Proposer is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Successful Proposer to resolve the situation to the City's satisfactions, provided, however, that the Successful Proposer shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Successful Proposer above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the

contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls

Proposer must provide a current SSAE 18, SOC 2, Type I report with their proposal. **A proposer shall be deemed non-responsive for failure to submit its SSAE 18, SOC 2, Type 1 report with its proposal at time of deadline.** Successful Proposer will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract.

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Successful Proposer will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance

Successful Proposer agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Successful Proposer and/or any of its subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City is requesting proposals from qualified Proposers to provide Automated School Zone Speed Detection Camera System Equipment with both LiDAR (Light Detection and Ranging) and RADAR options. Systems must have Automated License Plate Readers (ALPR) functions integrated with the existing FLOCK system. The Proposer shall provide and install automated school zone speed detection camera system equipment on designated roads/school zones within Fort Lauderdale for automated school zone speed enforcement on a minimum of two (2) approaches per school zone. The Proposer will, if requested by the City, provide traffic studies to the City, and assist with evaluating deployment locations. The City shall be the sole determiner of the deployment locations.

The purpose of this program is to significantly increase safety through awareness and enforcement of speed limits within our school zones via automated speed enforcement with LiDAR, RADAR and ALPR technology. In accordance with Florida state law, the system will monitor, detect, and record speed violations within designated school zones, thereby increasing vehicle and/or pedestrian safety, while providing greater situational awareness and investigative capability through accessible ALPR data.

The system, including any preliminary and or future traffic/location studies, certificate/permit approvals, system training, camera and ALPR equipment and installation, proper/required signage and installation, back-office processing of citations, and any maintenance of the system, will be provided by the selected vendor at no cost to the City with revenue sharing between the City and the vendor of paid violator collections. In cases where the City collects traffic data and/or performs analysis in support of site evaluation using City staff or a 3rd party, the Proposer shall reimburse the City for the cost of such efforts.

All equipment and materials for citation processing shall be obtained, installed, and maintained according to Federal, State, and Local Laws/Ordinances. The system must be exclusively violator funded and the contracted Proposer shall include all hardware, software, installation, maintenance, operation, and all back-office processing of violations as specified herein.

3.2 Services to be Provided to the City

Proposers are required to show they possess the necessary resources and capacity to deliver the materials and services outlined in this document. Each proposer must include the specified required documentation in their proposal. Failure to include the required documentation may result in the proposal being considered non-responsive and subsequently rejected. Proposers are to submit written proposals that present the provider's qualifications and understanding of the services to be provided. Proposal should provide all the information which it considers pertinent to its qualifications, and which responds to the specifications and evaluation criteria listed herein.

The City seeks assurance of a proven track record for the proposed services; high degree of dependability, reliability, and accuracy; timeliness of task completion; cost effectiveness; responsiveness; and financial solvency. Emphasis should be placed on the completeness of services offered and the clarity of content. It is the intent of this Request for Proposal (RFP) to select a solution provider that delivers the best overall value to the City, considering the evaluation factors in this RFP.

Proposer shall provide a written proposal which addresses their capability and proposal of services during the term of the contract concerning at a minimum the following items:

A. The name and contact person, together with address, telephone number, and email address of the office from which the services will be provided. Corporate office information shall also be provided, if applicable.

B. A brief history of the proposer (limit two pages), including organization structure, location of management, and evidence that the firm is authorized to do business in the State of Florida.

C. A description(s) of successful experience in providing School Zone Speed Detection Camera system services. The Proposer must be able to demonstrate that systems have been provided to at least three (3) municipalities/county police or transportation agencies as required in the Minimum Qualifications.

D. Proposer's ability to conduct speed studies or procure speed studies, at the request of the City, for determination of initial and future installation locations during the terms of a contract, at no cost to the City.

E. Proposer's ability to produce initial public notice documents/media for the purposes of a 90-day public education and awareness campaign or a period of warning in cooperation with the City's (PIO). The City's goal is to encourage traffic safety and increase public knowledge of school speed zone enforcement systems including increasing awareness of the dangers associated with speed through these areas.

F. Submission must include project approach with deliverables and timelines included on a turnkey solution (i.e. hardware, operation, software application, software system, etc.) Describe in detail the proper permitting, installation, initial testing, and ongoing maintenance of systems and components thereof including warning signs, signals, speed measurement and ALPR devices. Prior to installation, the system components shall be approved and authorized by the Florida Department of Transportation (FDOT). Approved system components will be installed and maintained so as not to interfere with the operation of traffic control devices except where modifications to existing equipment are necessary to comply with law and or other approved design requirements. Interference or damage to any State, County or City equipment and/or infrastructure or private property will be at the Proposer's expense.

G. Proposer's capability to review all violations for validity and process the data for events that meet specified criteria prior to providing access to chargeable violations via secure website to the Fort Lauderdale Police Department (FLPD) for review and authorization of citations. The FLPD will approve or deny processed potential violations in a timely manner without charge for lapsed violations.

H. The capability of the company to provide maintenance and technical support of web-based interface to be used by the department and court in the review and processing of citations/cases.

I. Describe the web-based or other system where authorized users of the system can conduct audits of payments received, disbursements and/or other information related to the financial aspect of the contract/agreement.

J. Ability to provide web-based access to statistical information related to the violations/citations at various locations and overall.

K. Ability to provide integration/push of ALPR data which is compatible with and will alert Department FLOCK Mobile Units to hot-list and National Crime Information Center (NCIC) hits. Included in this must be the awareness statement of the current Florida laws regarding retention schedules concerning ALPR data for non-active investigations/cases.

L. The Proposer shall provide in detail their business practices related to the processing of automated school zone speed enforcement citations, including but not limited to each of the following areas:

1. Review process and transmission of violations to FLPD.
2. Mailing of duly authorized citations to the registered vehicle owner for notification and payment.
3. The process of providing and receiving an affidavit naming and identifying a person other than the registered owner who had custody and control of the vehicle at time of infraction.
4. The process of any pre-trial access of evidence provided to violators, if applicable.
5. The Proposer's available online Case Management System.
6. The process for receiving payments from violators.
7. The process to have a court hearing adjudication regarding the citation upon request.
8. A description of evidence materials and method for materials to be provided to court for hearings.
9. The flexibility of creation of court dockets within parameters set by the court.
10. The process and responsibility of submission of delinquent violations to the Broward County Clerk of Court's Office, for action in accordance with law and the timeframe in which these notifications are made, and through what process if any can be used by the court to verify this status.

M. The Proposer will describe in detail any and all fees, to include processing, financial, transaction, merchant, or administrative fees in addition to the citation fee. Any certified mailing fees, required for notices of violation or violations converted to Uniform Traffic Citations, will be the responsibility of the contracted Proposer. All fees shall be stated up front in this proposal, clearly summarized, itemized and disclosed on the Cost Proposal Page (Section 5.4). The revenue sharing portion to the City must be for paid and monies collected from fines or penalties imposed.

N. The Proposer's capability to provide an annual summary reporting to the Florida Department of Highway Safety & Motor Vehicles.

O. The Proposer's capability to be responsible for maintaining all system components including but not limited to equipment, infrastructure, signs, and any computer hardware, software, or web applications which may be necessary during the term of contract. The Proposer will also be responsible for updating equipment and technology during the term of the contract as new technology becomes available.

P. The Proposer's capability to deliver a comprehensive training program for FLPD personnel involved in the administration and/or operation of the system and its

components, including designated police personnel and court officials. Training for personnel must include at a minimum:

1. Detection and camera systems familiarization.
2. System training in a classroom or work environment setting.
3. Hardware (if applicable) and or software familiarization training.
4. Courtroom testimony and evidence presentation strategies for presenting School Zone Speed citations in court.
5. Other training as/if needed related to the program.

Q. The Proposer must recommend the hardware and software, if applicable, required to run the administrative components of the proposed solution, including, but not limited to, report writing, user account management, citation viewing, speed enforcement video review, video camera live feed viewing, etc. The Proposer must also identify the recommended (not minimum) specifications of the hardware and/or software requirements. Any software or hardware that is required to operate the system, if applicable, must be included within the proposal fee schedule.

R. The Proposer must conform to Florida Statutes, and where requested, by Freedom of Information requests or otherwise, shall provide customized forms and documents, if applicable, including, but not limited to electronic citations, custodial records, court dockets, and an integrated system to archive violations in accordance with Florida Law on records retention.

S. The Proposer must describe their business practice and financial process and timeline for transferring funds under their proposed model.

T. Capability to prepare materials for court including but not limited to legal proceedings both civil and or criminal related to school zone speed enforcement and ALPR technology and providing expert witness testimony in all legal proceedings confirming the functionality and accuracy of the system.

U. Prior to installation of any equipment or infrastructure within the public right(s)-of-way, sealed and certified plans for the placement of infrastructure and equipment must be submitted for permitting to the Fort Lauderdale Police Department, City of Fort Lauderdale Development Services Department and Transportation and Mobility Department, Broward County, and/or FDOT for appropriate jurisdictional review and approval. The City reserves the right to disapprove of any plans it deems unacceptable due to equipment or safety concerns. Permit submittal for each school in Phase I must occur within fourteen (14) days from execution of the agreement

V. Installation of the equipment must commence within fourteen (14) days from the issuance of the permit approval and the system must be operational and fully functional within thirty days from the issuance of the permit.

W. The Proposer will solicit input from the Broward County School Board or any selected private school for each installation location to verify the calendar for enforcement times and school year calendar changes. The Proposer shall be responsible for scheduling and maintaining fully functional equipment during school times. Any dismissals of printed/mailed citations issued on non-school days will be the responsibility of the contracted Proposer.

X. Proposals must be in compliance with all applicable federal, state, county or local laws, rules or regulations governing the use of automated traffic and/or speed enforcement programs. Proposers will ensure that all relevant equipment and procedures must also comply with, where applicable, federal, state, county or local laws, rules or regulations governing the use of automated speed enforcement systems not listed herein.

Y. Proposer assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, or operation under the contracted work.

Z. The Proposer shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

3.3 Scope of Work/Services

The proposer must be able to deploy Automated School Zone Speed Detection camera equipment in accordance with the following standards.

A. Each speed detection system shall be equipped to detect a violating vehicle specifically using both LiDAR or RADAR options, activate the camera/video system, and produce high definition (HD) color video of the rear of a vehicle per lane of travel. HD digital camera video technology is required. Each speed detection system shall be compatible with ALPR functions to fully integrate with the department's existing FLOCK system.

B. Each system must be capable of clear HD video recording the rear of vehicles, per lane of travel, to clearly identify the rear license plate of the vehicle that is reasonably believed to have violated the speed limit within the designated school zone. ALPR data must fully integrate with the department's existing FLOCK system. Proposer shall indicate if they use Intelligent Character Recognition or Optical Character Recognition software to read plates.

C. System will provide alert "hotlist" notifications to FLPD or other law enforcement agencies within 5 seconds.

D. Proposer will store video footage for a minimum of 45 days and accessible to FLPD to review and the ability to view live stream video footage from camera feeds via web-based application, at all times without limitations to time, days, holidays, event or circumstances, at no cost to the City.

E. Each system must be capable of consistently taking video and photographs of license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.

F. The system must be capable of accurately monitoring up to three (3) traffic lanes in one direction at once or up to six (6) lanes of split traffic in two directions. Proposer must illustrate the system's ability to accurately capture violations at approaches with up to three (3) lanes in one direction. Also describe the versatility of the system for various roadway configurations including two-way direction on multilane highways.

G. The City prefers infrared systems that do not utilize distracting flashing devices (other than those necessary for proper warning), particularly as many potential installations are along two-lane roadways. Proposer must specify the type of lighting required by your system for a standard four-lane approach. Also describe associated flash characteristics, if any, of your system.

H. From point of data capture, all video and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Proposers shall briefly describe their approach to maintaining security of evidence.

I. Proposers shall submit example set(s) of violation video (provide a link to the video) and evidentiary photos electronically with their proposal, if applicable under the following conditions:

1. Daytime – normal, fair and inclement weather conditions.
2. Nighttime – normal, fair and inclement weather conditions, from ALPR triggered data.

Proposer must provide access to the FLPD as may be deemed necessary to identify vehicles and tags of vehicles through ALPR accessible data.

J. The Proposer shall be able to provide a robust, fully web-enabled, and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to police for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure Internet-based violation viewing capability, at no cost to the City.

K. The Proposer's system must be capable of using a two-factor user authentication protocol for any web-enabled application. The Proposer's system shall be Criminal Justice Information Services (CJIS) compliant. Please describe any other certifications or measures related to computer/system security.

3.4 Required Services

Proposers must have the ability to provide the following services:

A. Traffic Study/Site Survey: The successful Proposer will work with the City to determine a list of candidate school zones, chosen in part based on quantitative assessment of the frequency and degree of violations. As part of this process, Proposers will develop baseline data for proposed school zone locations by monitoring for a minimum of three (3) school days for each location to quantify the frequency and degree during that period. This data will support site selection and will serve as baseline information for project evaluation purposes. However, sole determination of school zone locations remains with authorized personnel of the City. The Proposer shall provide any testing, traffic study and data collection as needed, at no cost to the City. In cases where the City collects traffic data and/or performs analysis in support of site evaluation, the Proposer shall reimburse the City for the cost of such efforts.

B. Camera Installation: From the school zones selected, the successful Proposer will deploy enforcement equipment on a minimum of two approaches per school zone, meeting or exceeding the scope of services specified above. Working with the appropriate state, county, and local jurisdictions, the successful Proposer will be responsible for all permit acquisition, plans and site

design, construction, installation, and maintenance of the equipment. This will require the successful Proposer to submit signed and sealed set of plans to the City of Fort Lauderdale Development Services Department, Broward County and/or FDOT for the permit application. No work in the field can be performed prior to a permit being issued.

C. Service and Maintenance: The servicing and maintenance of the automated school zone speed enforcement equipment will be the exclusive responsibility of the Proposer. Initial response to any equipment malfunctions shall occur within a 24-hour period; repairs shall be completed within a 72-hour period. Additionally, the Proposer shall address in its submittal the replacement of equipment that is damaged through an accidental means, weather event, or intentionally through a criminal act and the time frame required for replacement of an installed system location if one becomes a total loss. Explain how you will ensure that these availability requirements will be achieved.

D. Violation Screening and Citation Development: The successful Proposer will work with the Fort Lauderdale Police Department to determine in detail the elements that will constitute evidence of speed violations, and with the Court, Police and Law Departments to determine the contents of the citation that will be mailed to registered vehicle owners. Proposer shall describe its understanding of citation issuance under applicable City and/or County Ordinance as well as relevant state statutes and laws. Specifically, the Proposer shall work with FLPD’s legal advisor to ensure the language of applicable statutes including any resolutions and or ordinances as necessary are prepared and approved and that the system remains in full compliance during the terms of the contract. Violation screening and Uniform Traffic Citation development will be provided at no cost to the City.

E. Citation Processing: The successful Proposer will be expected to provide citation processing in compliance with Florida statutes.

F. Statistical Reporting: In support of the City’s project evaluation activities, the successful Proposer will provide weekly, monthly, and on-demand summary program metrics to the City that will include, at a minimum, the following:

1. Number of events recorded, by intersection approach and in total;
2. Number of events not billable, including a breakout of controllable and uncontrollable events lost, by location and in total;
3. Number of events forwarded to police;
4. Number of citations authorized and mailed, by month of issuance;
5. Number of citations returned as undeliverable;
6. Payment processing;
7. Delinquency collections and fee schedule;
8. Web-based reporting systems are preferred.

3.5 Names and locations of the schools to be considered for equipment installation:

Public Elementary Schools

Bayview Elementary School – 1175 Middle River Dr	Fort Lauderdale	FL 33304
Bennet Elementary School – 1755 NE 14 Street	Fort Lauderdale	FL 33304
Croissant Park Elementary School – 1800 SW 4 Avenue	Fort Lauderdale	FL 33315
Dillard Elementary School – 2330 NW 12 Ct	Fort Lauderdale	FL 33311
Floranada Elementary School – 5251 NE 14 Way	Fort Lauderdale	FL 33334
Harbordale Elementary School – 900 SE 15 Street	Fort Lauderdale	FL 33316

Lauderdale Manors Elementary School 400 NW 14 Ct	Fort Lauderdale	FL 33311
North Fork Elementary School – 101 NW 15 Avenue	Fort Lauderdale	FL 33311
North Side Elementary School – 120 NE 11 Street	Fort Lauderdale	FL 33304
Riverland Elementary School – 2600 SW 11 Ct	Fort Lauderdale	FL 33312
Rock Island Elementary School – 2350 NW 19 Street	Fort Lauderdale	FL 33311
Stephen Foster Elementary School – 3471 SW 22 Street	Fort Lauderdale	FL 33312
Sunland Park Elementary School – 919 NW 13 Avenue	Fort Lauderdale	FL 33311
Thurgood Marshall Elementary School – 800 NW 13 Street	Fort Lauderdale	FL 33311
Virginia Shuman Young Elementary School -101 NE 11 Avenue	Fort Lauderdale	FL 33301
Walker Elementary School – 1001 NW 4 Street	Fort Lauderdale	FL 33311
Westwood Heights Elementary School – 2861 SW 9 Street	Fort Lauderdale	FL 33312

Public Middle Schools

New River Middle School – 3100 Riverland Rd	Fort Lauderdale	FL 33312
Sunrise Middle School – 1750 NE 14 Street	Fort Lauderdale	FL 33304
William Dandy Middle School – 2400 NW 26 Street	Fort Lauderdale	FL 33311

Public High Schools

Dillard High School 2501 NW 11 Street	Fort Lauderdale	FL 33311
Fort Lauderdale High School - 1600 NE 4 Avenue	Fort Lauderdale	FL 33305
Stranahan High School – 1800 SW 5 Place	Fort Lauderdale	FL 33312
Sheridan Technical High School – 3775 SW 16 Street	Fort Lauderdale	FL 33312
Whiddon Rogers Education Center – 700 SW 26 Street	Fort Lauderdale	FL 33315

Private Schools

AmiKids of Greater Ft. Lauderdale - 3220 SW 4 Avenue	Fort Lauderdale	FL 33315
Atlantic Technical College - Arthur Ashe Jr. Campus - 1701 NW 23 Ave	Fort Lauderdale	FL 33311
Baldwin Academy – Preschool - 1161 SW 30 Avenue	Fort Lauderdale	FL 33312
Bethany Christian School - 615 SE 9 Street	Fort Lauderdale	FL 33316
Cardinal Gibbons High School – 2900 NE 47 Street	Fort Lauderdale	FL 33308
Charter School of Excellence - 1217 SE 3 Avenue	Fort Lauderdale	FL 33316
Christ Church School - 4845 NE 25 Avenue	Fort Lauderdale	FL 33308
Pine Crest School – 1501 NE 62 Street	Fort Lauderdale	FL 33334
Saint Anthony Catholic School - 820 NE 3 Street	Fort Lauderdale	FL 33301
Saint Jerome Catholic School - 2601 SW 9 Avenue	Fort Lauderdale	FL 33315
Shepherd of the Coast - Pre K-8 - 1901 E Commercial Blvd	Fort Lauderdale	FL 33308
St. Thomas Aquinas High School – 2801 SW 12 Street	Fort Lauderdale	FL 33312
Westminster Academy - 5601 N. Federal Hwy	Fort Lauderdale	FL 33308

The implementation of the program is anticipated to be completed in phases. As part of Phase 1, the City's desire is to implement the program at approximately 12 schools, and associated school zones that are on City-owned roads to expedite permitting and installation.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and

that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in its proposal to specific requirements stated herein or through the RFP.

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience, Qualifications and Financials

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

The proposal should identify all significant automated speed enforcement solution programs, which includes school zone speed monitoring with which the Proposer has been involved within the last five (5) years per the Minimum Qualification, Section 2.17.1 a. Provide the name, address and telephone number of person(s) familiar with each program who will respond to inquiries from the City. **Note- The references submitted in**

response in this section can be the same or in addition to those references submitted below in Section 4.2.5, References.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

The Proposer should submit as much information as will be useful in evaluating the financial reliability and stability of the company, including complete financial statements for the past three years

4.2.4 Approach to Scope of Work

Qualified, proposing firms must demonstrate competence and experience with Automated Speed Enforcement Systems and Automated License Plate Reader systems and experience in all areas of expertise required by the requirements and specifications as set forth in this document. Proposals should include background information and the number of years of pertinent experience of both firm and staff. The proposal should identify the superintendent and supervisory staff including partners. For managers, on-site supervisors, and specialists who will be assigned to the project, include their qualifications, and specific information on experience with automated speed enforcement.

The proposal should include a demonstrated understanding of the project through a comprehensive description of the proposed approach to the necessary services and equipment (including but not limited to infrastructure, permitting, installation, technical support, monitoring or any other services and equipment) required for the successful implementation and maintenance of an automated speed enforcement system for speed violations, and for as many as four (4) or more lanes per approach, including multiple, simultaneously occurring, violations.

Proposal must reflect the total lease cost for the provision, "turnkey" installation and maintenance of all required physical equipment including but not limited to detection equipment, high resolution cameras, equipment cabinets, back-up power source, lighting, telephone and/or fiber optic connections, computer hardware and software, and any other infrastructure, equipment, supplies, and/or maintenance necessary for the installation and operation of a fully operational automated speed enforcement and citation processing system capable of operating in all weather conditions, including but not limited to extreme heat and cold, fog, rain, darkness, high winds, thunderstorm, lightning, or any other extreme weather conditions .

Proposals should describe the specific details of a proposed strategy addressing public education and awareness program(s).

Proposer is responsible for any equipment relocation and shall be done at no cost to the City.

Proposals must include all system components including updates and enhancements. Proposals must detail a cost breakdown of the Automated School Zone Detection Camera Installation and Services (i.e. maintenance and services). All costs associated during the term of the agreement experienced by Proposer will be offset by the fines collected for speed zone infractions.

Proposals must include all system components including updates and enhancements. Proposals should be 100% violator funded. If not 100% violator funded, detail the costs of all components and all aspects of the service to be provided not violator funded. If the Proposer has optional ALPR, available at a separate location other than a school zone as part of a proposal, the provider may also include pricing for these stand-alone ALPR systems as an add-on item, to include installation costs, permitting costs, operational costs, yearly licensing and software costs, if not included at no cost to the City, provided they meet necessary requirements. The City reserves the right to request a further breakdown of item costs within each task or as deemed necessary. Regardless of the pricing breakdown, all systems of pricing shall be all inclusive, detailed, easy to understand and easy to work with.

All pricing shall remain firm throughout the term, including renewal of the contract. All pricing should be provided as part of a revenue sharing model which may include as a separate line for additional options (i.e. additional ALPR locations). However, the primary goal of the City is to implement the Automated School Zone Speed Enforcement program at a net zero cost to the City taxpayers regardless of the school zone configuration or location selected by the City for deployment. The Proposer's fees will be paid from paid violator collected revenue. Pricing should also include, where necessary, any "make ready utility costs". The vendor should describe the financial process and timeline for transferred funds under their proposed model.

4.2.5 References

Proposers must complete the attached Reference Sheet to provide a minimum of three (3) references where at least two (2) reference is for work of a similar size, scope and complexity that has been performed for a City the size of Fort Lauderdale. All reference information provided shall be complete, current and easily verifiable. The quality of references and their feedback will be taken as further indication as to the Proposer's ability to provide, implement and support the solution offered to the City. The City may, at its discretion, opt to contact additional references as part of response.

Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note 1: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

Note 2: The references submitted in response in this section can be the same or in addition to those references submitted above in Section 4.2.3, Experience, Qualifications, and Financials.

4.2.6 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.7 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. Affidavit of Compliance

This form must be completed and returned with your proposal.

J. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

K. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

L. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Experience, Qualifications, Financials and References	25%
Methodology/Approach to the Scope of Work	25%
Proposed Automated School Zone Safety Speed Enforcement System with ALPR Technology (software/hardware), web-based system, case management system, integration, training and related services (i.e. equipment/technical support and maintenance).	25%
Proposed Revenue Percentage to City	25%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

5.4 Cost Proposal Page

Proposer Name: _____

Automated School Zone Safety Speed Enforcement System(s) w/ALPR: Revenue share/total cost for the lease of system(s) including all site selection testing/traffic studies, equipment, permitting, installation, maintenance and support, public information program, training, system upgrades and enhancements, and support upgrades for future installations, per specifications, and as applicable.

Per Exhibit A - Florida Statute Section 316.1896(5), the distribution of revenues collected are as follows:

- \$20 - Department of Revenue for deposit into the General Revenue Fund
- \$60 - Please provide a proposed share between the City and the Proposer (for example: \$XX Revenue to City and \$XX Revenue to Proposer). The City share shall be free and clear of any hidden fees. Revenue to the City and Proposer shall be on paid violations collected by the Proposer.
- \$3 - Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund
- \$12 - County school district
- \$5 - School Crossing Guard Recruitment and Retention Program

Does the proposer provide additional services not listed in the RFP? If yes, please attach all additional services with unit prices and unit of measure. Yes No

Does the proposer provide additional equipment not listed in the RFP? If yes, please attach all additional services with unit prices and unit of measure. Yes No

Please refer and provide pricing and additional information (if applicable) electronically in the Line Item and Question Section of the Strategic Sourcing System, (Insert in US Dollars \$____ Revenue to the City in Line 1 and US Dollars \$____ Revenue to Proposer in Line 2).

Submitted by:

Name (printed)

Signature

Date

Title

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

- 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.