



January 22, 2026

Joseph M. Goldstein  
Shutts & Bowen LLP  
201 East Las Olas Blvd.  
Suite 2200  
Fort Lauderdale, FL 33301

VIA EMAIL: [JGoldstein@shutts.com](mailto:JGoldstein@shutts.com)

**RE: Response to Protest of the Award- Request for Proposals (RFP) No. 483,  
Automated School Zone Speed Detection Camera System (Rebid) Filed on 12/3/25**

Dear Mr. Goldstein:

The City of Fort Lauderdale ("City") is in receipt of Blue Line Solutions, LLC's ("BLS") timely-filed protest, accompanied by the required non-refundable protest application fee of five thousand dollars (\$5,000), concerning Request for Proposals ("RFP") No. 483, *Automated School Zone Speed Detection Camera System Rebid*.

Pursuant to Section 2-182 of the City's Procurement Ordinance, a protester must demonstrate legal standing to invoke the City's protest process. Legal standing is limited to an actual proposer with a substantial interest in the outcome of the solicitation who would be eligible for award if the protest were sustained, and who can further demonstrate that the City failed to comply with its Procurement Ordinance or applicable law.

On December 3, 2025, the Evaluation Committee ("EC") convened to receive presentations and evaluate the four responsive and responsible proposals submitted in response to RFP No. 483. The proposers, listed alphabetically, were: American Traffic Solutions, Inc., d/b/a Verra Mobility; Blue Line Solutions, LLC; Jenoptik Smart Mobility Solutions LLC ("Jenoptik"); and RedSpeed Florida ("RedSpeed"). Following its evaluation, the EC ranked the firms as follows:

1. RedSpeed Florida
2. Jenoptik Smart Mobility Solutions LLC
3. Blue Line Solutions, LLC
4. American Traffic Solutions, Inc., d/b/a Verra Mobility

As BLS was ranked third, it must first establish that Jenoptik was erroneously deemed responsive and responsible and that BLS would move into a position eligible for award in order to establish legal standing.



BLS attempts to establish standing by alleging that Jenoptik failed to satisfy the responsibility requirements and minimum qualifications of the RFP, including Section 2.16, and further alleges violations of Section 2.17.4 relating to judgments, pending litigation, criminal activity involving moral turpitude, and conflicts of interest. Specifically, BLS contends that Jenoptik lacks the requisite minimum of five (5) years of demonstrated experience implementing automated speed enforcement systems, including school zone monitoring, and misrepresented its role in the New York City school-zone camera program.

On December 9, 2025, the Chief Procurement Officer issued a stay of award to permit Jenoptik an opportunity to formally respond to the allegations. Jenoptik submitted its response on December 17, 2025 (Exhibit A).

Upon review, I concur with Jenoptik's response. BLS failed to submit evidentiary exhibits substantiating its allegations. Jenoptik did not represent in its proposal that it operated or managed New York City's school-zone camera program; rather, it accurately stated that it manufactures camera equipment deployed in multiple jurisdictions, including New York City and other locations in the United States and Canada. Jenoptik further provided approximately ten (10) references demonstrating experience implementing automated speed enforcement systems, including school zone monitoring, dating back more than ten (10) years. There is no evidence of material misrepresentation that could have improperly influenced the EC's evaluation. Additionally, BLS' claim regarding Jenoptik's late arrival at the introductory session is moot, as acknowledged by BLS in its protest, attendance at that session was not a mandatory requirement under the RFP.

Accordingly, BLS failed to establish any factual or legal basis to disqualify Jenoptik. As a result, BLS lacks legal standing to protest the recommendation to award RFP No. 483 to RedSpeed.

Notwithstanding the absence of standing, and without obligation to do so, I have also reviewed BLS' allegations against RedSpeed. BLS alleges that RedSpeed violated Section 2.17.4 of the RFP due to alleged criminal conduct involving moral turpitude by a principal, and further alleges that RedSpeed is non-responsible under Section 2.16 based on alleged past performance issues in Manatee County, Florida; Palm Bay, Florida; and Riverdale, Georgia.

RedSpeed was afforded the same opportunity as Jenoptik to respond to the allegations and submitted its response on December 15, 2025 (Exhibit B).

After reviewing, I concur with RedSpeed's position. Moral turpitude generally refers to conduct that is inherently base, vile, or depraved, involving dishonesty, fraud, deceit, or intentional harm. Examples of these types of crimes include, but are not limited to, theft, larceny, embezzlement, bribery, forgery, grand theft, and tax evasion. In public





procurement and contracting, crimes involving moral turpitude typically include bid rigging, collusion, kickbacks, false certifications, misrepresentations in proposals or bids, public corruption, and conflict of interest violations involving concealment. As such, Mr. Parks past arrest and traffic-related record cited by BLS does not rise to the level of moral turpitude as contemplated in public procurement or Section 2.17.4 of the RFP.

With respect to past performance, BLS failed to provide sufficient contractual documentation or agency determinations supporting their respective assertions. The record reflects that certain contracts were terminated for convenience, which, standing alone, does not establish non-responsibility. Absent substantiating evidence, there is no basis to find RedSpeed non-responsible.

In conclusion, BLS lacks legal standing to protest the recommendation for award to RedSpeed. Even if standing existed, the protest is without merit, as BLS failed to demonstrate that the City violated its Procurement Ordinance or any applicable law.

Accordingly, the protest is hereby **DENIED**.

Respectfully,

**Glenn Marcos**

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Marcos  
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Glenn Marcos, CPPO, CPPB, FCPM, FCPA  
Chief Procurement Officer / Director of Procurement

cc: Rickelle Williams, City Manager  
Shari McCartney, City Attorney  
D'Wayne Spence, Deputy City Attorney  
Eric Abend, Senior Assistant City Attorney  
Yvette Matthews, Assistant City Manager  
Milos Majstorovic, Director, Transportation and Mobility  
William Schultz, Chief of Police  
Julie Steinhardt, Assistant City Attorney III  
Kimberly Mosley, Assistant City Attorney III  
Kirk McDonald, Senior Procurement Specialist  
File

Attachments

Exhibit A

Exhibit B



# Holland & Knight

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December 17, 2025

*Via E-mail (gmarcos@fortlauderdale.gov)*

Mr. Glenn Marcos  
Chief Procurement Officer/Director of Procurement  
City of Fort Lauderdale, Florida  
101 NE 3<sup>rd</sup> Avenue, Suite 1650  
Fort Lauderdale, Florida 33301

**Re: Jenoptik Smart Mobility Solutions, LLC's Response in Opposition to the Bid Protest Submitted by Blueline Solutions, LLC Under RFP No. 483 *Automated School Zone Speed Detection Camera System (Rebid)***

Dear Mr. Marcos:

Please accept this letter on behalf of Jenoptik Smart Mobility Solutions, LLC (“Jenoptik”) as a Response in Opposition to the bid protest submitted by Blueline Solutions, LLC (the “Protest”) under City of Fort Lauderdale Request for Proposal No. 483 *Automated School Zone Speed Detection Camera System (Rebid)* (the “RFP”). As demonstrated in detail below, the Protest intentionally and falsely misrepresents the contents of Jenoptik’s proposal under the RFP, purposely misstates the RFP’s plain language to conjure up false “issues” with Jenoptik’s proposal, and wholesale creates new alleged requirements that are not contained in the RFP or applicable law.

## **A. Introduction**

Jenoptik is a responsible proposer that timely submitted a responsive proposal under the RFP, meeting all requirements of the RFP and applicable Florida procurement law. Losing and disgruntled bidder Blueline Solutions, LLC (“Blueline”) was ranked third in the RFP process, so in its Protest has specifically challenged Jenoptik’s second-ranked proposal. It is important to note that, **absent any actual evidence**, Blueline has conclusively represented that Jenoptik is responsible for a “misrepresentation of experience” and a “material misrepresentation” in its proposal. These attention-seeking claims lack any factual or legal basis, and are instead based solely on Blueline’s self-serving manipulation and intentional disregard for the RFP’s actual requirements. Further, Blueline’s claim concerning Jenoptik’s alleged “late arrival” to a presentation session is nothing more than a frivolous argument thrown in as cynical filler, without any basis in the RFP, applicable, or the relevant facts. As detailed below, Jenoptik is – and remains

Atlanta | Austin | Birmingham | Boston | Century City | Charlotte | Chattanooga | Chicago | Dallas | Denver | Fort Lauderdale  
Houston | Jacksonville | Los Angeles | Miami | Nashville | Newport Beach | New York | Orlando | Philadelphia | Portland  
Richmond | San Francisco | Seattle | Stamford | Tallahassee | Tampa | Tysons | Washington, D.C. | West Palm Beach

Algiers | Bogotá | London | Mexico City | Monterrey

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– eligible for a contract award under the RFP. Blueline’s claims against Jenoptik’s proposal are demonstrably false, and Jenoptik urges the City to properly disregard the Protest’s claims against the Jenoptik proposal in their entirety.

**B. Jenoptik Accurately and Truthfully Represented its Experience to the City, and Fully Met the RFP’s Experience Requirements**

With respect to proposers’ prior experience, the RFP required that proposers have at least “five years of demonstrated experience in implementing automated speed enforcement systems, which includes school zone speed monitoring.” RFP, § 2.17.1(a). Further to that requirement, the RFP required proposers to identify at least three “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 years.” *Id.* at §2.17.1(b).

In accordance with the above requirements, Jenoptik identified in its proposal the following successful projects within the last five years that included implementation of cameras in school zones: (1) Prince Georges County, Maryland [2024]; (2) Village of Wellington, Florida [2025]; (3) City of Brampton, Ontario [2024]; (4) Region of Waterloo, Ontario [2024-2025] (the “Jenoptik Projects”). *See* Jenoptik Proposal, pgs. 18-21. Each of the Jenoptik Projects involved the successful implementation of cameras in school zones by Jenoptik, and all took place within the last five years. Jenoptik reaffirms the accuracy and truthfulness of its statements regarding these projects that are contained in the Jenoptik proposal. As such, Jenoptik’s proposal fully complied with the RFP’s experience requirements.

Blueline’s intentional misrepresentation that the RFP somehow mandated that the only projects eligible to meet the experience requirement are those designated as a “U.S. prime contract” does not have any basis in fact. Nothing in the RFP limited projects eligible to meet the experience requirement to only projects taking place in the United States – and Blueline knows that. Its protest claim regarding Jenoptik’s project experience invites the City to improperly and unlawfully apply the added requirement of “only U.S. contracts” that is simply not present in the published RFP terms. Simply put, Blueline’s assertion that the “RFP Required U.S. School-Zone Enforcement Experience” is a blatant misrepresentation of the RFP’s terms.

In addition, Jenoptik clearly and accurately detailed in its proposal the operational responsibility that Jenoptik fulfilled with respect to each of the Jenoptik Projects. For example, in Prince Georges County, Jenoptik detailed how it “designed, developed, delivered, and maintain a comprehensive turnkey speed enforcement solution” and how it provides “full-service operation including maintenance.” Jenoptik Proposal, pg. 18. Jenoptik’s proposal also contained similar detailed operational experience with respect to the other Jenoptik projects as well. *See* Jenoptik Proposal, pgs. 18-21. Accordingly, Blueline’s unfounded and conclusory claim that Jenoptik only possesses experience as a “hardware supplier” is objectively and demonstrably false.

In fact, the Protest’s entire attack on Jenoptik’s alleged use of “New York City” as a project to meet the RFP’s experience requirements is utterly false and misrepresents the contents of

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Jenoptik's proposal in the extreme. The sole mention of "New York City" in Jenoptik's proposal is an accurate statement in the proposal introduction that Jenoptik's manufactured cameras are in place in New York City – not that Jenoptik is operating or maintaining cameras in New York City. *See* Jenoptik Proposal, pg. 3. In fact, **New York City is not even mentioned in the section of Jenoptik's proposal detailing Jenoptik's relevant project experience.**

Accordingly, the Jenoptik proposal accurately detailed Jenoptik's relevant past experience under the terms of the RFP, which is more than sufficient for Jenoptik to have complied with the RFP's published project experience requirements. Blueline's statements to the contrary are clearly nothing more than material misrepresentations and outright fabrications concerning the contents of Jenoptik's proposal and the RFP's plain terms. The Protest should be denied as to all claims regarding Jenoptik's actual and stated project experience.

**C. Blueline's "Late Arrival" Claim as to a Voluntary Vendor Presentation is Not a Valid Protest Ground**

In a desperate attempt to literally throw anything against the wall – no matter the lack of any legal relevance – Blueline complains in conclusory fashion that Jenoptik was "late" to a voluntary vendor presentation that it acknowledges was not a mandatory requirement under the RFP.

While Blueline's self-serving and debatable analysis of whether Jenoptik was, in fact, "late" to the referenced November 21, 2025 vendor presentation is certainly disputed by Jenoptik, the main point with respect to this protest argument is a point already conceded by Blueline: that attendance at the November 21, 2025 meeting was entirely voluntary and not a requirement of the RFP, much less "punctual" attendance. Blueline's massive leap that allegedly late attendance to a voluntary meeting "raises reasonable concerns regarding [Jenoptik's] project-management competence" is not only entirely irrational, but also a matter strictly reserved for the City's procurement discretion.

Without any RFP or other legal requirement for mandatory attendance at the November 21, 2025 presentation, much less "punctual" attendance according to Blueline's self-serving standard, the City should properly deny the Protest claim relating to the November 21, 2025 meeting.

**D. Conclusion**

As to Jenoptik's proposal, the Protest does not contain a single viable protest ground. Instead, Blueline's claims regarding the Jenoptik proposal are entirely made up of intentional misrepresentations as to the contents of the Jenoptik proposal, disregard for the RFP's plain language, and irrelevant self-serving opinions as to Jenoptik's responsibility. The City should properly deny the Protest with respect to its arguments relating to the Jenoptik proposal.

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Please feel free to contact me directly with any questions or additional information you may require.

Sincerely yours,

HOLLAND & KNIGHT LLP

/s/Daniel P. Hanlon

Daniel P. Hanlon

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December 15, 2025

*Via Email: [gmarcos@fortlauderdale.gov](mailto:gmarcos@fortlauderdale.gov)*

Glenn Marcos, CPPO, CPPB, FCPM, FCPA  
Chief Procurement Officer  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 1650  
Fort Lauderdale, FL 33301

***Re: Response in Opposition to Formal Bid Protest of RFP No. 483, Automated School Zone Speed Detection Camera System Rebid***

Dear Mr. Marcos:

This law firm represents RedSpeed Florida LLC (“RedSpeed”) regarding the above-referenced RFP. RedSpeed submits this opposition to third-ranked proposer Blue Line Solutions, LLC’s (“BLS”) bid protest dated December 3, 2025 (“Protest”). The Protest is fatally flawed and must be rejected by the City.

The Protest fails to raise legally sufficient arguments to overturn the City’s award of the RFP to RedSpeed. **BLS misleads the City about the legal meaning of “moral turpitude” and instead resorts to mud-slinging regarding minor infractions of RedSpeed’s Vice President as a desperate last resort. The information raised is not relevant to the City’s evaluation of proposers. Rarely, if ever, do bid protestors stoop to levels as low as BLS has gone to overturn an otherwise sound evaluation by a public agency.** BLS is merely a disappointed **third-ranked proposer** which has no legally recognized basis to ascend to the top ranking and steal this award.

#### **A. Legal Standard**

Section 2-182 of the City’s Code of Ordinances states, “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 CPO... .” The Protest must show the City failed to follow the procurement ordinance and applicable law.

The Florida Supreme Court has held that, “a public body has wide discretion in soliciting and accepting bids for public improvements and its decision, when based upon an honest exercise

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of this discretion, shall not be overturned by a Court even if it may appear erroneous and even if reasonable persons may disagree.” Liberty County v. Baxter’s Asphalt & Concrete, Inc., 421 So. 2d 505, 507 (Fla. 1982); Emerald Correctional Mgmt. v. Bay County Bd. of County Commissioners, 955 So. 2d 647, 651 (Fla. 1<sup>st</sup> DCA 2007)(applying same holding to requests for proposals). As long as the City did not act illegally, arbitrarily, or capriciously, and acted in good faith, its decision should not be subject to review. Wood, Hopkins Contracting Co. v. Roger J. Au & Son, Inc., 354 So. 2d 446 (Fla. 1978).

An agency’s decision based on an honest exercise of that discretion cannot be overturned absent a finding of, “illegality, fraud, oppression or misconduct.” Liberty County, 421 So. 2d at 507; *see also*, Department of Transportation v. Groves-Watkins Constructors, 530 So. 2d 912 (Fla. 1988). This threshold has been described as a, “**very high bar.**” Sutron Corp. v. Lake County Water Authority, 870 So. 2d 930 (Fla. 5<sup>th</sup> DCA 2004).

**B. RedSpeed is Responsible, and BLS’s Allegations of Moral Turpitude Violations are Incorrect**

BLS’s first argument is that the City failed to follow RFP Section 2.17.4 of the RFP in determining RedSpeed is a responsible firm. RFP Section 2.17.4 requires that a, “firm or principal shall have no record of judgments, pending lawsuits against the City, or criminal activities involving moral turpitude.”

In support of its argument, BLS cites alleged criminal infractions involving Gregory Parks, RedSpeed’s Vice President. Some of the violations allegedly occurred nearly 40 years ago. They primarily concern misdemeanors and traffic infractions, and a drug-possession offense from 1989 **improperly characterized** as a felony. **Regardless, these allegations are wholly irrelevant to the evaluation of RedSpeed pursuant to the RFP, and do not come close to meeting the meaning of “moral turpitude.”**

The Florida Supreme Court has stated:

“Moral turpitude involves the idea of inherent baseness or depravity in the private social relations or duties owed by man to man or by man to society. (citations omitted). It has also been defined as anything done contrary to justice, honesty, principle, or good morals, though it often involves questions of intent as when unintentionally committed through error of judgment when wrong was not contemplated. *State Ex Rel. Tullidge v. Hollingsworth*, 146 So. 660, 661 (1933). Analyzing these definitions, we find that moral turpitude involves duties owed by man to society, as well as acts “contrary to justice, honesty, principle or good morals.”

*Perl v. Fla. Bd. of Real Est.*, 394 So. 2d 189, 191 (Fla. 3d DCA 1981). The Florida Supreme Court also stated that moral turpitude would involve crime:

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“if it is an act of baseness, vileness, or depravity in the private and social duties which a man owes to his fellow men or to society in general. Unless the offense is one by which its very commission implies a base and depraved nature, the question of moral turpitude depends not only on the nature of the offense, but also on the attendant circumstances ....”

*The Florida Bar v. Davis*, 361 So. 2d 159, 161 (Fla. 1978).

Most crimes do not involve moral turpitude. Some crimes that Florida courts have determined do and do not constitute acts of moral turpitude include:

“bookmaking, *Carp v. Florida Real Estate Commission*, 211 So.2d 240 (Fla. 3d DCA 1968); manslaughter, *Antel v. Department of Professional Regulation, Florida Real Estate Commission*, 522 So.2d 1056 (Fla. 5th DCA 1988); and possession of a controlled substance with intent to sell, *Milliken v. Department of Business & Professional Regulation*, 709 So.2d 595 (Fla. 5th DCA 1998).

Crimes that do not constitute moral turpitude include, but are not limited to: unlawful possession of lottery tickets, *Everett v. Mann*, 113 So.2d 758 (Fla. 2d DCA 1959); possession of a controlled substance, *Pearl v. Florida Board of Real Estate*, 394 So.2d 189 (Fla. 3d DCA 1981); and battery and criminal mischief for setting off a smoke bomb as a political protest, *Nelson v. Department of Business & Professional Regulation*, 707 So.2d 378 (Fla. 5th DCA 1998).”

*Cambas v. Dep't of Bus. & Pro. Regul.*, 6 So. 3d 668, 671 (Fla. Dist. Ct. App.). Further,

“In other jurisdictions, crimes which have been held to involve moral turpitude include: extortion, *In re Disbarment of Coffey*, 123 Cal. 522, 56 P. 448 (1899); embezzlement, *In re Shumate*, 382 S.W.2d 405 (Ky.1964); use of the mail to obtain property under false pretenses, *In re Comyns*, 132 Wash. 391, 232 P. 269 (1925); possession of counterfeit money with intent to cheat and defraud persons to whom it is uttered, *State Medical Board v. Rogers*, 190 Ark. 266, 79 S.W.2d 83 (1935); indecent exposure, *Brun v. Lazzell*, 172 Md. 314, 191 A. 240 (1937); \*192 auto theft, *Hulgan v. Thornton*, 205 Ga. 753, 55 S.E.2d 115 (1949); possession and transportation of intoxicating liquor under the Prohibition Act, *Rudolph v. United States ex rel. Rock*, 6 F.2d 487 (D.C.Cir.), cert. denied, 269 U.S. 559, 46 S.Ct. 20, 70 L.Ed. 411 (1925). (Rudolph arose under prohibition. It is unlikely that mere possession of

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illegally distilled spirits would now be considered moral turpitude. *Jenkins v. Beary*, 241 So.2d 866 (Fla. 1st DCA 1970 (dicta)).”

*Perl*, 394 So. 2d at 191-92. “If a crime is one involving moral turpitude, it is because the act denounced by statute grievously offends the moral code of mankind and would do so even in the absence of a prohibitive statute.” *Stern v. Dep’t of Bus. & Pro. Regulation*, 319 So. 3d 659, 661 (Fla. 4<sup>th</sup> DCA 2021).

Even if BLS’s allegations were accurate, drug offenses and traffic violations are not crimes of moral turpitude. Therefore, BLS has misrepresented to the City the definition of moral turpitude in the RFP and under Florida law, and has failed to cite any basis which would render RedSpeed non-responsible regarding this evaluation.

As BLS points out, the City is obligated to follow the RFP’s criteria. *City of Sweetwater v. Solo Const. Corp.*, 823 So. 2d 798, 802 (Fla. 3d DCA 2002). Section 2.11 of the RFP describes the parameters in which the City may accept proposals and waive minor irregularities. It states:

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. (Emphasis added).

Even if the City were to consider this first Protest ground, the City has and had the right to waive it, as the issue meets the definition of a minor irregularity in the RFP. But the City should not consider this ground, as it is a blatant attempt by a third-ranked proposer to smear RedSpeed and its principal with irrelevant and ancient accusations.

**C. The City’s Determination that RedSpeed Met the Requirements of Section 2.16 of the RFP Must Be Upheld**

BLS next argues that RedSpeed should be disqualified because there are news articles suggesting performance issues in other jurisdictions. First, the City has evaluated RedSpeed’s capabilities, etc. as set forth in Section 2.16 of the RFP, and determined that it met the requirements for the award of this contract. Proposers were not required to list every contract it ever performed, and issues related to it in every other jurisdiction in the United States or beyond. If the City wanted that, it would have requested that information. Rather, RedSpeed responded to the requirements of the RFP, and the City evaluated it accordingly.

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**RedSpeed is the industry leader in school-zone speed detection services. Redspeed is providing or provided similar school-zone speed detection services for more than one-hundred satisfied customers throughout Florida and the U.S. Blue Line's Protest does not acknowledge that, and instead cherry-picks a few news articles regarding issues raised in a handful of jurisdictions.** Because it does, RedSpeed will provide clarifications to correct the misrepresentations, and in some cases outright lies, about those other jurisdictions:

- **Manatee County, FL** – **RedSpeed did not sue Manatee County. Blue Line is simply lying.** The County terminated RedSpeed for convenience following turnover of nearly the entire board of commissioners. Gas generators were used on that project because the power company did not activate the lines on time. The system would not have operated without those generators at the time. RedSpeed went above and beyond what was required in order to get the program operational. Blue Line's allegation that the Sheriff was excluded from program implementation is also false. RedSpeed had countless meetings with the County about implementation.
- **Palm Bay, FL** – The contract was terminated for convenience. There were no public-trust risks. RedSpeed's speed-detection system has proven accurate and effective in jurisdictions throughout Florida and the U.S.
- **Riverdale, GA** – RedSpeed continues to provide services in Riverdale, with much success. The initial issue there was an agency-implemented change to flasher times that RedSpeed was not made aware of. Once RedSpeed was notified of the change, corrections were implemented. School Zone safety has been improved and Riverdale remains satisfied with the services.

This Protest ground too must be rejected and dismissed.

#### **D. Conclusion**

BLS is merely a disappointed proposer which finished not first, not second, but **third** in the evaluation by the City. BLS has failed to demonstrate that the City did not follow its procurement ordinance or any applicable law. Rather, BLS resorts to a smear campaign, raising issues which are wholly irrelevant and not applicable to the evaluation of the subject RFP. BLS has failed to show that the City's evaluation should be overturned, and therefore, its Protest must be denied.

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Thank you for your consideration of the foregoing. RedSpeed looks forward to providing the services sought in the RFP and making the City of Fort Lauderdale a safer place.

Respectfully submitted,



Mark J. Stempler  
For the Firm

MJS2/lb

cc: RedSpeed Florida LLC  
Ellyn Bogdanoff, Esq.