

Solicitation 385-10113

Automated Camera Red Light Traffic Enforcement System



City of Fort Lauderdale

Bid 385-10113

Automated Camera Red Light Traffic Enforcement System

Bid Number 385-10113
Bid Title Automated Camera Red Light Traffic Enforcement System

Bid Start Date May 4, 2009 9:20:38 AM EDT
Bid End Date Jun 8, 2009 2:00:00 PM EDT
Question & Answer End Date May 22, 2009 2:00:00 PM EDT

Bid Contact Michael F Walker
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Pre-Bid Conference May 13, 2009 1:00:00 PM EDT
Attendance is optional
Location: Fort Lauderdale City Hall
8th Floor Conference Room
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Changes made on May 13, 2009 6:38:36 AM EDT

Pre-Bid Conference Changes Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.

Changes were made to the following items:

[Automated Camera Red Light Traffic Enforcement System](#)

Changes made on May 19, 2009 8:00:15 AM EDT

New Documents RFP 10113 Exhibit E - Draft Ordinance.pdf
RFP 10113 Exhibit C - COST PROPOSAL PAGE REVISED.doc
RFP 10113 ADDENDUM_1_Red Light Camera.doc

Removed Documents RFP 10113 Exhibit C - COST PROPOSAL PAGE.doc

Changes were made to the following items:

[Automated Camera Red Light Traffic Enforcement System](#)

Changes made on May 19, 2009 8:30:41 AM EDT

New Documents RFP 10113 Exhibit D - Part V - Technical and Functional Reg..doc

Removed Documents RFP 10113 Exhibit D - Part V - Technical and Functional Reg..doc

Changes were made to the following items:

[Automated Camera Red Light Traffic Enforcement System](#)

Description

The City of Fort Lauderdale has a population of approximately 182,000 and is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, which exposes the citizens to the dangers of personal injury and property damage.

The City and the Police Department are concerned with the number of red light traffic crashes and their cost in human terms as well as property damage. This strategy is being considered in order to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light.

The City believes an automated camera red light traffic enforcement system will be effective in enforcing laws requiring vehicles to stop for red lights; therefore freeing City police personnel to respond to other, and sometimes more significant incidents as well as serious crime.

The City will be having an Optional Pre-Bid meeting on May 13, 2009 at 1:00pm, to go over details of the Request for Proposal at the following location:

City of Fort Lauderdale(City Hall)
100 N. Andrews Avenue
8th Floor Conference Room
Fort Lauderdale, FL 33301

Added on May 13, 2009:

Pre-Bid Meeting is being held at 1:00pm EST on May 13, 2009 to go over details of this Request for proposal, at City of Fort Lauderdale, City Hall, 8th Floor Conference Room.

Added on May 19, 2009:

PLEASE SEE ATTACHED ADDENDUM NO. 1 FOR QUESTIONS/ANSWERS AND CHANGES TO THE RFP REQUIREMENTS. ADDENDUM NO. 1 ALSO REVISES EXHIBIT C - COST PROPOSAL PAGE WHICH REPLACES ORIGINAL EXHIBIT C. EXHIBIT E IS ALSO ADDED TO THIS RFP DOCUMENT WHICH IS THE PROPOSED DRAFT ORDINANCE, WHICH REQUIRES 2 READINGS TO BE APPROVED BY THE CITY COMMISSION.

Added on May 19, 2009:

Exhibit D has been revised to relect changes stated in Addendum No. 1 , Item 5.2.2. Please respond with corrected Exhibit D, Item 5.2.2 as per attafhed.

Changes made on May 13, 2009 6:38:36 AM EDT

Changes made on May 19, 2009 8:00:15 AM EDT

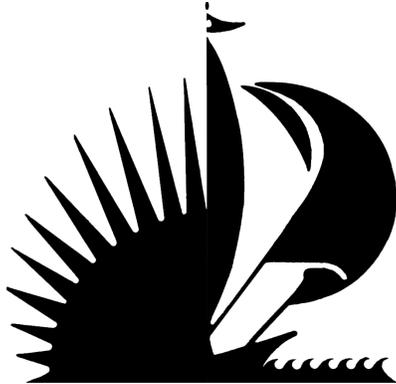
Changes made on May 19, 2009 8:30:41 AM EDT

Request for Proposal

385-10113

Automated Camera Red Light Traffic Enforcement System

**Opens: June 8, 2009
Prior to 2:00 p.m. EST**



City of Fort Lauderdale

***Issued for Police Department
by the Procurement Services Department***

***Michael F. Walker, CPPB, A.P.P., FCPM, FCPA, FCCN
(954) 828-5677***

E-mail: mwalker@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5933

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Non-Collusion Statement (To be executed) SEE EXHIBIT B

RFP Cost Proposal Page (To be completed) SEE EXHIBIT C

Part V – Automated Camera Red Light Traffic Enforcement System – SEE EXHIBIT D

PART I - ANTICIPATED RFP SCHEDULE

Release of RFP	May 1, 2009
Pre-Bid Meeting City of Fort Lauderdale 100 N. Andrews Avenue 8 th Floor Conference Room Fort Lauderdale, FL 33301 1:00pm EST	May 13, 2009
Last Date for Receipt of Questions	May 22, 2009 (Prior to 2:00PM)
Anticipated Addendum Release, if required	May 27, 2009
PROPOSALS DUE:	June 8, 2009 (Prior to 2:00PM)
Evaluation Committee Review of Proposals and Short listing of contractor's, ESTIMATED DATE	June 17, 2009
Review of Clarifications and/or Oral Interviews and Final Ranking of contractor's, if required ESTIMATED DATE	June 24, 2009
Anticipated City Commission Approval of Award to Highest Ranked Contractor. ESTIMATED DATE	July 21, 2009

Contractor's should be aware that the City wishes to complete the RFP process and finalize a Contract Award in accordance with the schedule referenced in the RFP specifications.

PART II – INTRODUCTION / INFORMATION

1. Background

The City of Fort Lauderdale has a population of approximately 182,000 and is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, which exposes the citizens to the dangers of personal injury and property damage.

The City and the Police Department are concerned with the number of red light traffic crashes and their cost in human terms as well as property damage. This strategy is being considered in order to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light.

The City believes an automated camera red light traffic enforcement system will be effective in enforcing laws requiring vehicles to stop for red lights; therefore freeing City police personnel to respond to other, and sometimes more significant incidents as well as serious crime.

The City Commission of the City of Fort Lauderdale intends to adopt an Ordinance to enforce compliance with red lights through a photographic enforcement system. This system will present a cost effective method of gaining compliance. Infractions would be enforced more uniformly with red lights through the use of an automated camera red light traffic enforcement system.

A camera would be installed on or near street in the City, at selected locations chosen by the City. Via this RFP document the City of Fort Lauderdale is soliciting proposals for the implementation, administration and servicing of a automated camera red light traffic enforcement system. This system should combine vehicle detection and digital imaging technology with a complete turnkey program for supplying, installing, powering, and maintain the cameras and all other components. In addition, the contractor's solution should include a computer system capable of performing the following tasks:

- a. Store images/video evidencing Red Light Traffic Violations
- b. Separate review of the incidents and associated images
- c. Display images with sufficient quality for the Police Department to verify each violation
- d. Print and mail notices as required by the Police Department
- e. Monitor and report the disposition of Notices of Infraction
- f. Collect fines
- g. Provide assistance with notifying violators of scheduled appeal hearing dates
- h. Provide revenue to the City based on fines collected
- i. Provide assistance with notifying violators of appeal adjudications

This system should be accessible on the Internet by anyone desiring to review and/or pay a Notice of Infraction fine, that has been provided access by the Police Department, as well as Police Department staff in order to perform the tasks described in this RFP. This should be accomplishable with only a personal computer, an Internet connection, a web browser, and security authorization.

The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's Office.

2. ADDITIONAL INFORMATION: For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by Bid Sync at www.bidsync.com . Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will

only be transmitted by written addendum (See addendum section of RFP Depot Site). 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 contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

3. CONTRACTOR QUALIFICATIONS/ELIGIBILITY: In order to meet eligibility requirements for responding to this RFP, Contractor's shall provide the City with credentials supporting their prior experience and expertise for the services requested, in accordance with the RFP specifications. To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or their principals assigned to project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, for other governmental agencies. **Contractors should explain why their red light camera technology is the best solution for the City? Contractor should also explain how their red light camera technology detects actual infractions, how it captures images and how it converts actual infractions into usable/enforcement images?**

4. CONTRACT TERM: The initial contract term shall commence on date of award and shall be for a (3) three-year period. The City reserves the right to extend the contract up to three (3) additional one (1) year periods, providing both parties agree to the extension, all terms, conditions and specifications remain the same, however subject to cost adjustment, and such extension is approved by the City.

In the event the State of Florida enacts legislation that substantially restricts or prohibits the City from using an automated camera red light traffic enforcement system, the city reserves the right to terminate and/or modify the contract. The City will make the determination as to when this situation exists.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause was invoked by the City.

5. COST/REVENUE ADJUSTMENTS: Prices/revenues quoted should be firm for the initial three-year contract term unless prices increase/decrease due to prevailing market conditions. Any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract may be considered cancelled on the scheduled expiration date.

6. PAYMENT SCHEDULE: The contractor should transfer, monthly, all collected revenue to the City's agreed upon financial institution and invoice monthly, the City for service costs, as required.

7. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS: The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City of Fort Lauderdale.

The contractor must state clearly in their RFP response pages any variance to the specifications. If proposing a product with variances to the City's specifications, it will be the contractor's responsibility to provide adequate information in their response to enable the City to ensure that the response meets the required criteria. If adequate information is not submitted with the response, it may be rejected.

The City reserves the right to award to Contractor's response which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the RFP process.

8. CONTRACT COORDINATOR: The City will designate a Contract Coordinator whose principal duties shall be:

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

9. DELETION OR MODIFICATION OF SERVICES: The City reserves the right to delete any portion of this Contract 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 bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

10. ADDITIONAL ITEMS/DUTIES: The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method, which is the same, or similar to that used in establishing the prices in his Bid. 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 from other contractor's, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

11. PRE-BID CONFERENCE: There will be a pre-bid conference scheduled for Wednesday, May 13, 2009 at 1:00 p.m., at City of Fort Lauderdale City Hall, 100 N. Andrews Avenue, 8th Floor Commission Conference Room, Fort Lauderdale, FL 33301. It is strongly suggested that all contractors attend the pre-proposal conference. While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements 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 contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

12. PROJECT MANAGER: The contractor shall assign a project manager who will be the liaison between the city and the contractor and will be responsible for project activities such as development of a project plan and tracking

of deliverables. The City shall reserve the right to request a new project manager.

PART III - CONSIDERATION FOR AWARD / AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below to ascertain which Proposal best meets the requirements of the City. **The criteria stated below and associated point values will be used for the first evaluation to determine contractor short listing:**

Criteria	Weight Factor
1. Technical and Functional Requirements	
a. Evaluation of how well the contractor's solution meets the City's needs desires and expectations, per (Exhibit D) Part V – Automated Camera Red Light Traffic Enforcement System (Technical and Functional Requirements) Section of RFP.	30
2. Company Responsiveness to RFP	
a. Total scope of services offered	10
b. Responses to overall proposal and compliance with submission guidelines	
c. Proposal presentation (completeness, organization, appearance, etc)	
d. Responsiveness to specified terms and conditions such as schedule of delivery, City's Special and General Terms and Conditions, etc.	
e. Completeness and thoroughness of the technical data and documentation.	
3. Contractor Qualifications	
f. Experience with Red Light Photo Enforcement systems and installation	15
g. Number of installed systems.	
h. Experience with similar project implementations	
i. References	
j. Experience with routine fine collection/processing (online & via US Mail)	
4. D & B Supplier Qualifier Report (SQR)	5
5. Warranty, Maintenance and Training	
a. Meets specified terms and conditions for warranty and maintenance	10
b. Evaluation of suggested/preferred Local Service Authorized Representative	
c. Training	
d. Meets specified terms and conditions for documentation	
6. Financial return to the city / proposed revenue and/or expense to the city	30

EVALUATION OF PROPOSALS: Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received.

Oral Presentation

Contractors or Finalists may then be required to provide an oral presentation by appearing before the Evaluation Committee.

The award of the contract will be based on certain objective and subjective considerations as listed above to ascertain which Proposal best meets the requirements of the City. **The criteria stated will be used by selection committee to evaluate the short listed contractors on submittal of RFP responses and of the evaluation of equipment by Police Officer's and other City staff.**

The City may require additional information and Contractor's agree to furnish such information. The City reserves the right to award the contract to that Contractor 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 to the specifications and in the bidding process.

PART IV - SPECIAL CONDITIONS

1. RULES AND PROPOSALS: The signer(s) of the proposal must declare 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 principal contractor.

2. VARIANCES: While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness, and in allocating proposal evaluation points. (See Section 1.06 of General Conditions). The City prefers the Contractor accept OUR terms and Conditions as stated in this RFP.

3. SUB-CONTRACTORS: The Contractor must be capable of performing all the services as contained in the RFP specifications. The Contractor intends to use sub-contractors in the performance of these services; contractor shall submit complete information on all proposed sub-contractors as a part of the bid response. The same qualification requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove any sub-contractor proposed. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being 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, occasioned by or arising out of any act or omission by any of Contractor's sub-contractors.

4. INSURANCE REQUIREMENTS: The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage - \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

- b. Coverage for hazards commonly referred to as “explosion, collapse and underground”, exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage of policy limits of said sub-contractors will be the sole responsibility of the contractor.

5. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

6. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred, or assigned without the written approval of the City Commission, or designee.

7. ADDITION/DELETION OF SERVICES: The City may require additional services that may not be specifically listed in the RFP. The Contractor agrees to provide such services, and shall provide the City with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or Contractual terms 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 from other contractor's.

8. ADMINISTRATION OF CONTRACT: Overall performance under the resultant contract shall be supervised by the Police Department. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor upon notification by the City shall take such steps necessary to perform, as per specifications. If at any time, in the opinion of the City, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within thirty (30) days of such notice.

The Chief of Police and the Procurement Director, or their designees, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract, shall be compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined.

The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

9. 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.

If a contractor is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

9.1. Certification by Broward County, Florida: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/contractor is claiming minority status in accordance with Section 1.08 of the general Conditions, then said awarded contractor/contractor will apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/contractor will provide documentation of application status, and once approved or disapproved by Broward County, will also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

Contractor's are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If contractors are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

See General Conditions, Section 1.08 for MBE and WBE definitions.

10.CONFLICT OF INTEREST: Contractor's are required to include a disclosure statement of any potential conflict of interest the firm may have due to other clients, current or former employees, contracts or interests associated with this project.

11. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure"): The City and Contractor 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:

- A. 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;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. 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

D. 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 Contractor 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.

12. LOBBYING ACTIVITIES: Any Contractor submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>

13. RFP DOCUMENTS: The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under this contract.

14. CONTRACTORS' COSTS: The City shall not be liable for any costs incurred by contractors in responding to this RFP.

15. TRANSACTION FEES: The City of Fort Lauderdale uses Bid Sync (www.bidsync.com) to distribute proposals. There is no charge to contractor's to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor. Refer to www.bidsync.com for further information.

16. RECORDS, AUDITS: The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

17. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.

18. 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 made without prior City approval.

19. GENERAL CONDITIONS: RFP General Conditions **Form G-107 Rev. 07/07** (GC) are included and made part of this RFP.

20. BID TABULATIONS/INTENT TO AWARD: (Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found

at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART V – AUTOMATED CAMERA RED LIGHT TRAFFIC ENFORCEMENT SYSTEM

See Exhibit D Attached

PART VI – CONTRACTOR QUALIFICATIONS AND REPOSE REQUIREMENTS – TABS SECTION

The following requirements should be responded to in your proposal in concise narrative form. Each issue should be referenced by tab and be presented in the following order:

Tab 1: Letter of Interest / Cover letter / Required forms

This letter will summarize in a brief and concise manner, the contractor's understanding of the scope of work and make a positive commitment to perform the work required for this contract. This section should also include the fully executed PROPOSAL SIGNATURE PAGE, NON-COLLUSION STATEMENT AND COST PROPOSAL PAGE.

In the event that you are successful bidder, you will be required to provide an Insurance Certificate in accordance with this RFP Document.

Tab 2: Company Profile

Provide **legal registered name**, address, telephone number, fax number, toll free number, e-mail address, web page address of the contractor, together with legal entity (corporation, partnership, etc.). If contractor is a corporation, provide certification from your states Secretary of State verifying contractor's corporate status and good standing, and in case of out-of-state corporations, evidence of authority to do business in the State of Florida.

Provide hours of operation, years in business, state whether the firm is local, regional or national; provide addresses and phone numbers for headquarters and other relevant offices if applicable; if applicable, provide a statement concerning the contractor's status as a minority or women owned business enterprise. In case of a sole proprietary or partnership, the Social Security numbers for all owners may be requested during the Committee review process. If submitting as a joint venture, submit a copy of joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties, if applicable.

Tab 3:PART V - Technical and Functional Requirements

Other Requirements – Please respond to all technical requirements as detailed in **(Exhibit D)** Section V of this RFP by indicating "YES Standard" where your firm meets or exceeds each requirement,/ function or capability of the Contractor's current product offering, and indicate NO where your firm does not meet the requirement, function or have the capability to perform. If you have any variance(s) to the listed requirement, function or capability please identify them with a "Modify Required (MR)" and how/why, what the variance is and how you will meet the requirements stated.

Tab 4:PART VI – Contractor qualifications and response requirements

Please respond to each item below:

- 1.1 Contractor experience with Automated Camera Red Light Traffic Enforcement System, including installation.
- 1.2 Contractor's ability to provide long term support for the proposed system.
- 1.3 Contractor experience with other public or private sector agencies deploying and implementing systems of a similar nature as described in this RFP. Please provide references of those installations including name, address, phone numbers, contact persons, number of intersections installed at each location and number of year's system installed and operational.
- 1.4 Contractor's experience with routine fine collection/processing (online & via US Mail).

Tab 5:Subcontractors

Identify the extent and nature of any anticipated outside support (this includes the local contractor(s) you will have process the installations) if any. List the name(s) of the firms, address, contact information, summary of their experience and nature of work they will be performing under the contract.

Tab 6: Financial Information

Contractor will have submitted to the City, a copy of the Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D & B). The SQR is a standard report detailing financial and operational capability. The City requests that the Contractor have the SQR sent directly to the City by D & B. The cost for this Supplier Qualifier Report is estimated at \$90.00 and the Contractor will be required to pay for this service to provide this report. The SQR should be provided prior to Proposal Due Date as specified in the Part I - Anticipated RFP Schedule in this Request for Proposal. The Contractor shall request the SQR report from D & B at:

http://www.dnb.gov.com/state_contractor.php

Enter your company's Duns Number. If you don't know your company's Duns Number, you may use the search feature to find it.

Confirm Registration

Enter payment and information and complete registration. The cost of the preparation of the D & B report shall be the responsibility of the Contractor.

Once the process is complete, a copy would be sent to the City directly from Dun & Bradstreet.

The SQR report should be apart of the Contractors response. It is the duty of the contractor to ensure the timely submission of the D & B report that accurately reflects the proposing entity. Contractors are advised to allow sufficient time before the proposal due date for the D & B report processing. Contractors should allow 10 business days for D & B to process. If the City does not receive a SQR from D & B, prior to the opening date of the solicitation as stated in Part I – Anticipated RFP Schedule; the Contractor may be required to demonstrate that the SQR was requested by the Contractor, prior to the opening date of the solicitation.

If the Contractor does not provide a D & B SQR report, or if one cannot be generated by D & B, the Contractors score may be reduced, under the Contractor Qualifications section, Item 3 – Contractor Qualifications. The City may request financial information from Contractors that are unable to provide a D&B SQR report. These may include (but not limited to): P/L Statements, Balance Statements, and other corporate financial reports.

The City will use the following rating scale when evaluating the financial viability of the prospective Contractor with the SQR Report:

SQR Risk Score of 1 or 2 will receive 5 points (Lowest Risk Rating by D&B), SQR Risk Score of 3 or 4 will receive 4 points, SQR Risk Score of 5 or 6 will receive 3 points, SQR Risk Score of 7 will receive 2 points, SQR Risk Score of 8 will receive 1 point, and SQR Risk Score of 9 points will receive 0 points (Highest Risk Rating).

Tab 7: Financial / Cost Proposal Page (Exhibit C)

The price/revenue proposal shall be based on the three options stated in Exhibit C – Cost Proposal Page, for a term of three (3) years with the option to extend the contract for three (3) additional one (1) year terms. For comparative purposes, it shall be based on the Scope of Services indicated. The City is requesting Contractor's submit pricing/revenue on all three options provided in Exhibit C – Cost Proposal Page, which include a Flat Fee Structure, Fee for Actionable Activation – Fixed Fee Structure, and Fee for Actionable Activation - Tiered Structure.

Contractors shall provide pricing/revenue on all three options and the City shall determine which option is in the best interest of the City. Contractors shall provide a clear and concise breakout of anticipated revenues/expenses to be received/charged by/to the City and project costs to include installation, maintenance, training, support as well as the actual hardware. This shall also include a description of how payments will be made to the City. This section is in addition to PART V – Automated Camera Red Light Traffic Enforcement System - Section 5.7 Fees and Scope of Work for Pricing.

Tab 8: Proposal Signature Page (Exhibit A) and Non-Collusion Statement (Exhibit B)

PART VII – REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal response format as stated in - CONTRACTOR QUALIFICATIONS AND REPOSE REQUIREMENTS – TABS SECTION. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a contractor to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

CONTRACTOR'S SHOULD SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SEVEN (7) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS **EIGHT (8) COPIES** OF YOUR PROPOSAL

ALL PROPOSALS SHALL BE DELIVERED PRIOR TO 2:00 P.M. EST, ON OR BEFORE **June 8, 2009** TO:

City of Fort Lauderdale, Florida
Department of Procurement Services
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

ALL PROPOSALS SHOULD BE SUBMITTED IN A SEALED PACKAGE WITH THE RFP NUMBER, RFP TITLE AND DUE DATE CLEARLY MARKED ON THE OUTSIDE. IF MORE THAN ONE PACKAGE IS SUBMITTED THEY SHOULD BE MARKED 1 OF 2, ETC.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. 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) 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 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 ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 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.
- 1.07 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.
- 1.08 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.

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.

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.

1.09 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.

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) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 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, Bidder's 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 Federal Excise taxes is 59-74-0111K, 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 Department immediately. Such notification must be received by the Procurement Services

Department 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, 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:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. 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.
- 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.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 Department 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 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to 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:

- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

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 will, 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: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 themselves 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 him for 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.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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 Attorney or the City Attorney designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**BID/PROPOSAL SIGNATURE PAGE
EXHIBIT A**

How to submit bids/proposals: It is preferred that bids/proposals be submitted by hard copy, and it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Rm. 619, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: _____
(Authorized signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variations:

EXHIBIT B

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

REVISED PER ADDENDUM NO. 1

COST PROPOSAL PAGE

EXHIBIT C

The City is requesting Contractor’s submit pricing/revenue on three options as stated below. Contractors should provide pricing/revenue on all three options and the City shall determine which option is in the best interest of the City. If you do not provide all three options, you may not be considered for award, if the City chooses the option that you did not provide pricing.

OPTION 1 – FLAT FEE STRUCTURE

The Contractor should propose an all-inclusive flat fee per month for each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 violations per approach per month. For cost/revenue evaluation purposes contractors can assume the City will implement systems at a minimum of 5 intersections with each having an anticipated 2 approaches monitored.

Fixed automated camera red light traffic enforcement system

\$ _____ each approach per month

OPTION 2 – FEE FOR ACTIONABLE ACTIVATION – FIXED FEE STRUCTURE

The Contractor should propose an all-inclusive fixed fee per actionable activation of each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 actionable activations per month.

Actionable activation is defined as an activation of the automated camera red light traffic enforcement system that is approved by the City of Fort Lauderdale Police Department for infraction issuance.

\$ _____ each actionable activation

OPTION 3 – FEE FOR ACTIONABLE ACTIVATION – TIERED STRUCTURE

The Contractor should propose an all-inclusive tiered structure fee per actionable activation of each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 actionable activations per month.

Actionable activation is defined as an activation of the automated camera red light traffic enforcement system that is approved by the City of Fort Lauderdale Police Department for infraction issuance.

Please provide your best Tiered Structure for actionable activation below:

Infraction 1 - ____ @ **\$ _____ each actionable activation**

Infraction ____ and above @ **\$ _____ each actionable activation**

Authorized Sign. _____

Print Name _____ Date _____

Company Name _____

PART V – AUTOMATED CAMERA RED LIGHT TRAFFIC ENFORCEMENT SYSTEM

Technical and Functional Requirements

The Contractor shall provide and install all equipment including, but not limited to, poles, cabinets and related operational equipment, at not cost to the City, at the selected intersection(s) selected by the City.

Please respond to the technical requirements as detailed in this section of the RFP by checking off “YES” where your firm meets or exceeds requirement, function or capability of the Contractor’s current product offering, and check off “NO” where your firm does not meet the requirement, function or have the capability to perform. If you have any variance(s) to the listed requirement, function or capability, please check off “MR” Modified Requirement, explaining how, why, what the variance is, how you expect to meet the requirements stated. **For all “MR” responses, please provide all details on an attached document with the question, explaining your response. Many general requirements below are not a YES or NO answer, but need a response on how your system/product will work. Please provide these details also on an attached document.**

General Requirements	YES	NO	MR
5.1.1 Provide a list, with photos and dimensions of all major equipment (cameras, flash or lighting units, cabinets [including generally what the cabinets contain], what will be installed at a two lane intersection up to five lane intersection that may require both left and right turn monitoring. Systems should not require additional cabinetry aside from that which houses the cameras. <i>All systems must be non-intrusive to roadway or transportation signal cabinetry.</i>			
5.1.2 Use of a high quality digital camera system with an output in excess of 3000 x 2000 pixels per image is required. Contractor should detail the image quality specifications and provide real sets of infraction image examples captured in daytime, nighttime, during inclement weather, and during times where sunlight is pointing in the direction of the camera.			
5.1.3 THIS ITEM IS LEFT BLANK			
5.1.4 The equipment should be capable of deployment in a wide range of operating conditions; e.g., heavy traffic volumes, adverse weather conditions, road surface configurations, etc., and across five moving lanes of traffic.			

<p>5.1.5 Does the proposed red light system detect the red phase of the traffic signal in a non-intrusive/without physical connectivity to the traffic control device?</p>			
<p>5.1.6 The system should provide at least three digital color still images of each red light traffic control signal violation.</p>			
<p>5.1.6.a The images should be taken so that the rear of the vehicle and license plate are captured.</p>			
<p>5.1.6.b The first image should capture the vehicle before the front wheels strike the legal infraction limit line.</p>			
<p>5.1.6.c The second image should capture the vehicle after the rear axle has crossed the crosswalk or legal limit line.</p>			
<p>5.1.6.d The third image should capture a close up of the license plate.</p>			
<p>5.1.6.e The system should have the ability to capture a short duration video of the infraction.</p>			
<p>5.1.7 Is the Data recorded in a configurable data bar that is embedded with each scene (license plate and stop bar detection images) for use in appeal hearings?</p>			
<p>5.1.7 Does the data bar include the following information for each infraction?</p> <p>(a) Unique numerical identifier for each violation</p>			
<p>5.1.7 (b) Location of infraction</p>			
<p>5.1.7 (c) Date (MM/DD/YYYY)</p>			
<p>5.1.7 (d) Time of the infraction in 24 hour clock including hours, minutes and seconds</p>			
<p>5.1.7 (e) Elapsed time between images</p>			
<p>5.1.7 (f) Direction of travel</p>			
<p>5.1.7 (g) Traffic signal phase</p>			
<p>5.1.7 (h) Time into the red phase displayed in thousandths of a second</p>			
<p>5.1.7 (i) Duration of the prior amber phase</p>			
<p>5.1.7 (j) Vehicle lane of travel</p>			
<p>5.1.7 (k) Camera ID</p>			

5.1.7 (l) Frame sequence number			
5.1.8 Can the image and infraction data be secured and transmitted to the processing center? Explain how.			
5.1.9 Can the proposed system compensate for the effects of license plate covers? Explain how.			
5.1.10 Can the proposed system compensate for the effects of reflective material on license plates? Explain how.			
5.1.11 Does the system provide an ancillary video system, as supporting information to the infraction provided by the still images?			
5.1.11.a Does the video record at a full motion rate of 30 frames per second or greater and allow aperture adjustment?			
5.1.12 Each imaging unit's operation should be microprocessor controlled and fully automatic?			
5.1.13 The selected Contractor should propose more than one vehicle detection method (In-ground loops will not be considered.) Explain the vehicle detection methods that can be used by the proposed system, including the benefits and limitations of each (if more than one is offered).			
5.1.14 Red light camera enclosures should be tamper proof and vandal proof.			

<p>5.1.15 Red light camera enclosures should be as small as possible and use as little power as possible. State the size of the red light camera system enclosure.</p>			
<p>5.1.16 Red light camera enclosures should be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.</p>			
<p>5.1.17 Contractor should state installation and construction times for a generic intersection, as well as how power and communication is provided to the equipment.</p>			
<p>5.1.18 The Contractor's system should be able to simultaneously monitor traffic in up to five lanes.</p>			
<p>5.1.19 In addition to monitoring straight-through infractions, the system shall be capable of detecting and recording evidence of left and right turn infractions, regardless of vehicle speed (please reference program). Explain how your system captures illegal right-turn-on red movements?</p>			
<p>5.1.20 Does the proposed system detect the speed of the violator?</p>			

<p>5.1.21 Does the photo traffic enforcement systems utilize digital cameras?</p>			
<p>5.1.21 (a) Images should be clearly discernable without the use of enhancement equipment. Image enlargement is acceptable.</p>			
<p>5.1.21 (b) Cameras should be capable of consistently obtaining clear photographs in all weather and lighting conditions.</p>			
<p>5.1.21 (c) Each camera system should be capable of performing internal calibration tests for accuracy and functionality. Evidence of testing should be imprinted on the digital camera image. Test failures should prevent operation of the failed unit.</p>			
<p>5.1.21 (d) Cameras should be as automated as possible for set-up settings such as aperture, focus and leveling.</p>			
<p>5.1.22 Systems should have a separate point of service for power. Power will not be obtained from the traffic signal cabinet. The Contractor is responsible for obtaining power. The Contractor is responsible for the costs associated with operating the systems.</p>			
<p>5.1.23 Fixed systems should be installed and shall operate independent of existing traffic signal control equipment.</p>			
<p>5.1.24 Installation of fixed equipment should not require cutting, removal of any other alterations to roadway pavement.</p>			
<p>5.1.25 Malfunction of the enforcement systems should not interfere with or cause a malfunction in the normal cycling and operation of the traffic control system.</p>			
<p>5.1.26 The Contractor is responsible for locating any underground utilities, submitting any plans required by City Code and obtaining any necessary permits. Installations must be performed in accordance with current professional standards and applicable local, state and federal guidelines, rules and regulations.</p>			
<p>5.1.27 The Contractor should provide and install all photo enforcement signage in accordance with applicable statute. Signs, locations and installations should be subject to the approval of the City of Fort Lauderdale.</p>			

<p>5.1.28 Installation of equipment and the direct supervision of the installation shall be performed by the Contractor.</p>			
<p>5.1.29 The Contractor should be responsible for transferring processed data and images no less frequently than one time per day, on a scheduled agreed upon by the Contractor and the City.</p>			
<p>5.2 <u>Infraction Processing</u></p>			
<p>5.2.1 Explain why the Contractor's infraction processing system is the best choice for the City?</p>			
<p>5.2.2 Can the proposed infraction processing system, perform 100% of its functions remotely and without being installed on City owned/maintained IT systems?</p>			
<p>5.2.3 Contractor's infraction processing system should allow the City a detailed view into all of the information recorded and stored from intersections in the City of Fort Lauderdale.</p>			
<p>5.2.4 All access to the infraction processing system for the purpose of preprocessing infractions, police authorization of infractions, notice printing, payment tracking, and generation of documents for appeal hearings should be securely accessible via the Internet.</p>			
<p>5.2.4.a The infraction processing and infraction payment parts of the system should be available 24 hours/day and 7 days/week for authorized users.</p>			
<p>5.2.5 The infraction processing system should provide the following functions:</p>			
<p>(a) Web-enabled access and operation</p>			
<p>(b) Secure user log-in and access</p>			
<p>(c) Automatic display of images and data captured by the camera system for Department staff</p>			
<p>(e) Easy review of infraction evidence against regulations</p>			
<p>(f) Ability to both "play" full motion video and view multiple scene and license plate images</p>			
<p>(g) Ability to view each image as a full screen enlargement with a single click</p>			
<p>(h) Ability to view all original images</p>			

(i) Ability to "crop" a license plate image area from the optimal license plate image in the multiple-image license plate set to establish vehicle ID, and subsequently print the cropped plate area image to the notice;			
(j) Ability to "accept" or "reject" infraction sets and record the reason an infraction was rejected			
(k) Ability to generate printed warning letters (during the first 30 days to 6 months after installation of new intersections at the City's discretion);			
(l) Systems should have the capacity to produce statistical analysis of camera locations and operations including: ability to generate printed infraction notices;			
(m) The system should be capable of copying all processed infraction evidence and "rejected" infraction data in an agreed upon electronic format and provide it to the Police Department on a regular basis (weekly or monthly), with the ability to store and archive all processed infraction evidence into a secured database.			
(n) 24/7 ability to access any stored infraction image from the system's database, subject to agreed archive rules			
(o) 24/7 ability to request and immediately view images recorded as evidence of a Red Light Traffic Control Signal Violation.			
(p) 24/7 ability to immediately request, view and print both standard and user-defined reports			
(q) Secured Access Control and automatically generated Electronic Audit Trails			
(r) The system should encrypt data that is stored or accessed via a network and provide for decryption management.			
5.2.6 Contractor system should be capable of:			
a) Preparing and mailing Notice of Violations for all chargeable violations to all registered vehicle owners			
b) Preparing and mailing a second notice for any infractions that remain unpaid as of their due date (at the direction of the City).			
c) Upon notification by City, preparing and mailing Notices of Hearings			
5.2.7 Violations for which registered owner data is available shall normally be issued within five (5) business days of the date the Police Department authorizes issuance of a Notice of Violation.			
5.2.8 Explain system for obtaining vehicle ownership information so that Notices of Violation are sent accurately and reliably to registered owners of vehicles committing infractions.			
5.2.9 (a) Web-based Services – City Access The Contractor shall provide secure web based method for review of violations by authorized City personnel.			
5.2.9 (b) Web-based Services – City Access The Contractor shall provide a web-based method for the examination, retrieval and/or reproduction of images for any photographed vehicle.			

<p>5.2.10 Web-based Services – Public Access The Contractor shall provide a secure; view only, web-based method for review of violations by the public.</p>			
<p>5.3 Statistical Analysis and Reporting Systems</p>			
<p>5.3.1 Systems should have the capacity to produce statistical analysis of camera location and operations will be preferred; including, at minimum:</p>			
<p>a) Hours of use per camera by operational site;</p>			
<p>b) Number of suspected violations recorded per day and per month by each camera, by site</p>			
<p>c) Traffic counts by lane, date and hour.</p>			
<p>5.3.2 The Contractor's Processing system should be capable of immediately generating operations reports 24/7 including:</p>			
<p>a) Number of infractions recorded;</p>			
<p>b) Count of infractions where notices not prepared;</p>			
<p>c) Notices prepared and mailed; and</p>			
<p>d) Status of notices issued (outstanding, canceled, reissued and so forth).</p>			
<p>5.3.3 The Contractor system should also produce reports of:</p>			
<p>a) Camera equipment hours of service and hours lost; and</p>			
<p>b) Number and description of camera or other equipment malfunctions.</p>			
<p>5.3.4 The Contractor's system should be capable of providing Infraction and Traffic Statistics as follows:</p>			
<p>a) Real-time traffic volume and vehicle counts; and</p>			
<p>b) Real-time infraction graphs and chart by:</p>			
<p>i) Individual lane</p>			
<p>ii) Time of day</p>			
<p>iii) Day of week</p>			
<p>5.3.5 Contractor's systems should analyze results obtained from each camera location to show the prosecutable image rate (e.g., the number of notices issued compared to the number of infractions captured) and the traffic count statistical information.</p>			

<p>5.3.6 Contractor's systems should have online reporting capability in real time; and allow the Contractor to provide the City with a monthly activity report of photo traffic enforcement results. Monthly reports should be provided within fifteen (15) days following the end of the month. The Contractor should submit separate reports for fixed enforcement systems.</p>			
<p>5.3.7 The monthly report should indicate the following:</p>			
<p>a) The number of violations photographed</p>			
<p>b) The Notice of Actionable Violation images</p>			
<p>c) The number of unactionable violation images</p>			
<p>d) The number of actionable vs unactionable images captured by location and in total</p>			
<p>e) The total number of violations that occurred and percentage of total vehicle traffic by lane and by intersection</p>			
<p>f) Total number of violations of red lights that are directed to the Police Department for review.</p>			
<p>g) The total number and percentage of rejected images and the reason for rejections</p>			
<p>h) Total number of paid violations.</p>			
<p>i) The Contractor should submit a monthly report of vehicles committing three or more violations in one calendar year.</p>			
<p>j) The Contractor should provide quarterly and yearly summary data and year-to-date statistics. The Contractor shall prepare an initial program evaluation report six months after the beginning of the program. The report should include an analysis of the initial program data and an explanation of the program improvements that have been planned and implemented, if any. The Contractor should complete and submit a comprehensive program evaluation at the end of the first year of the contract and each subsequent contract year.</p>			
<p>k) The Contractor should provide any other reports(s) and document (s) as are mutually agreed upon by the City and the Contractor.</p>			
<p>5.3.8 Does your system require that video or other images are stored of non-violators?</p>			
<p>5.3.9 What specifically does your system do to prevent or restrict non-violator image capture and storage?</p>			

5.3.10 What procedures are in place or can be put in place to prevent the image capture of non-violators?			
5.3.11 What can be done to ensure the destruction of images after the legally required storage period for each infraction?			
5.3.12 The Contractor should maintain a proper chain of custody in accordance with established law that meets the requirements of the City.			
5.3.13 Initial images produced by digital cameras should be maintained by the Contractor, for a period in accordance with the State of Florida Government Record Retention Schedule as determined by the City.			
5.3.14 The Contractor shall maintain sufficient records to ensure compliance with Florida State Statutes.			
5.3.15 The Contractor should submit a monthly report of all unusable and unactionable images with documentation regarding why the photograph was unusable and/or why a citation was not generated to the Police Department. Monthly reports should be provided within 15 calendar days from the end of the previous month.			
5.3.16 The equipment should be capable of gathering traffic data for statistical analysis. Copies of sample reports should be attached.			
5.4 Image Transmission Security and Data Storage			
5.4.1 Contractor should provide for image and data security that shall prevent unauthorized persons from accessing or tampering with the camera images and databases (explain methodology).			
5.4.2 The Contractor should store all enforceable images produced by the cameras for no less than the period required under the Florida Government Record Retention Schedule as determined by the City.			
5.4.3 Contractor should provide the Police Department the following items upon request:			
a) All issued and disputed Notices of Violation to the party			
b) A Notice of Infraction history report regarding the owner and vehicle			
c) A correspondence file			
d) A payment history			
e) A duplicate of the Notice of Violation			
f) A duplicate of all images related to the incident causing the Notice of Violation to be generated			

<p>5.4.4 The Contractor should ensure the images and data are maintained in a secure environment and are not altered. Please describe how this is accomplished?</p>			
<p>5.4.5 At the request of the City the Contractor shall provide, at no cost, a qualified expert witness who is knowledgeable on the theory, operation and functional capabilities of the automated camera red light camera traffic enforcement system.</p>			
<p>5.5 <u>Maintenance, Support and Training</u></p>			
<p>5.5.1 All maintenance of camera, video, sensors, computer and related equipment shall be the responsibility of the Contractor. This shall include provisions of electricity or other sources of power to the equipment at Contractor's expense.</p>			
<p>5.5.2 Describe the proposed standard process for how often the camera systems will be visited for maintenance and inspection. Explain what occurs during a maintenance and inspection visit.</p>			
<p>5.5.3 The Contractor should be responsible for the maintenance, repair and replacement of all photo traffic enforcement equipment provided under this contract. Photo equipment enforcement equipment maintenance should be performed in accordance with the maintenance program agreed upon by the Contractor and the City.</p>			
<p>5.5.4 The Contractor should repair or replace photo traffic enforcement equipment that is malfunctioning within seventy-two (72) hours of the malfunction. Damaged or vandalized equipment should be repaired or replaced within Seventy-two (72) hours of the occurrence of the damage or vandalism. The Contractor should determine whether malfunctioning, damaged or vandalized equipment would be repaired or replaced.</p>			
<p>5.5.5 The Contractor should replace photo traffic enforcement equipment that has been stolen or otherwise removed within seven (7) days of the removal.</p>			

<p>5.5.6 The Contractor should be responsible for the maintenance, repair and replacement of all photo traffic enforcement signage and its associated mounting hardware.</p>			
<p>5.5.7 Signs that have been vandalized, damaged or removed should be repaired or replaced by the Contractor within seventy-two (72) hours, as directed by the City of Fort Lauderdale. The City shall determine weather a damaged or vandalized sign will be repaired or replaced.</p>			
<p>5.5.8 The Contractor should provide documentation and witnesses as necessary to testify as to the accuracy, calibration, maintenance, repair records, technical operation and effectiveness of the digital cameras and related equipment for contested complaints. These services should be provided at no additional cost to the City.</p>			
<p>5.5.9 The Contractor's personnel should be prepared to testify in any and all court proceedings arising from the issuance of a photo red light infraction in the City of Fort Lauderdale.</p>			
<p>5.5.10 Contractor should provide ongoing training support for their product.</p>			
<p>5.5.11 The Contractor should provide hands-on training as necessary to personnel as required by the City.</p>			
<p>5.5.12 Contractor should furnish training materials.</p>			
<p>5.5.13 The Contractor should provide reasonable and necessary training in the operation of the digital camera systems for appropriate City staff. Training should provide the City's personnel with a basic understanding of the photo enforcement system operation, the review process, and a detailed understanding of the system interface with the City's traffic signal equipment</p>			
<p>5.5.14 The Contractor should provide training on the use of the Contractor's computer system to authorized City staff.</p>			
<p>5.5.15 The training should be conducted within the City of Fort Lauderdale at a site that is convenient for City personnel.</p>			
<p>5.5.16 All training should be provided at no additional cost to the City.</p>			
<p>5.5.17 The Camera System should be capable of on-site or remote activation and maintenance support.</p>			
<p>5.5.18 The Camera System should perform a self-test on set-up.</p>			

<p>5.5.18.a The camera system should simulate an infraction being recorded for testing purposes?</p>			
<p>5.5.18.b The camera system should communicate error messages?</p>			
<p>5.5.18.c The camera system should record date and time of system shutdown in the event of a malfunction?</p>			
<p>5.5.19 The Camera System should allow a malfunction to be easily identified and debugged online.</p>			
<p>5.5.20 The Camera System should comply with 5.1.6 to substantiate multiple and/or simultaneous infractions occurring during any single red signal phase. Ex. Two or more vehicles run the same red light at the same time (Sample infraction images to demonstrate this capability are required as part of this proposal).</p>			
<p>5.5.21 System should provide 24/7 "live" intersection monitoring and viewing capabilities from the Police Department Headquarters.</p>			
<p>5.5.22 All camera system component operations should be synchronized to a single, standard, independent, external and verifiable time and date source. Explain how.</p>			
<p>5.6 Operations and Public Awareness</p>			
<p>5.6.1 Describe the Project Management method to be used by the Contractor to ensure a successful project implementation for the City?</p>			
<p>5.6.2 Describe the skills and qualifications of the Project manager and the implementation team members that will be assigned to this project?</p>			

<p>5.6.3 Provide a proposed time-line that will allow the program to meet the below deadlines: (Please attach time-line to RFP response)</p> <p>September 1, 2009 - Become operational for the issuance of Warning Notices of Violation.</p> <p>November 1, 2009 – Be capable of issuing actual Notices of Violation to vehicle owners.</p>			
<p>5.6.4 Provide a list of City responsibilities/tasks from the perspective of the contractor?</p>			
<p>5.6.5 Contractor should provide assistance with the content and design of a public education program and associated materials to be funded by the Contractor and implemented at the discretion of the Police Department Public Information Office. (i.e. Newspaper ads, mailed flyers, roadway signs, etc.).</p>			
<p>5.6.6 At the request of the City, the Contractor should participate in an on-going media campaign to provide program awareness to the public. In addition, the Contractor may be required to attend public meetings and assist City staff in demonstrating the equipment used for the photo traffic enforcement program.</p>			
<p>5.7 Fees and Scope of Work for Pricing</p>			
<p>The price/revenue proposal shall be based on the three options stated in Exhibit C – Cost Proposal Page, for a term of three (3) years with the option to extend the contract for three (3) additional one (1) year terms. For comparative purposes, it shall be based on the Scope of Services indicated. The City is requesting Contractor’s submit pricing/revenue on three options provided in Exhibit C – Cost Proposal Page, which include a Flat Fee Structure, Fee for Actionable Activation – Fixed Fee Structure, and Fee for Actionable Activation - Tiered Structure. Contractors should provide pricing/revenue on all three options and the City shall determine which option is in the best interest of the City. Is the Contractor providing pricing on all three options?</p>			

FOR INFORMATIONAL PURPOSES ONLY:
The City will use a mathematical formula for determining allocation of cost points to each responsive, responsible contractor. The highest revenue or lowest cost (depending on option selected by the City), responsive responsible contractor, receives the maximum allowable points. Calculations are done by formula stated below:

2nd highest proposed revenue minus highest revenue = X
X divided by highest revenue = Y
Y times the total number of revenue points = Z
Total number of revenue points minus Z = points assigned to 2nd highest contractor and so on.

5.7.2 Contractor should provide a project manager for the project as the single point of contact of the City.			
5.7.3 Contractor should provide intersection design and installation plans for review and approval by the City, and Broward County Traffic Engineering if applicable.			
5.7.4 Contractor should install and maintain installed cameras and any ancillary equipment for the life of the contract.			
5.7.5 Contractor should be responsible for loading, optimizing, and license plate data entry processing of images for review.			
5.7.6 Contractor should prepare the notice letters referenced in Section 5.2.6 for all chargeable infractions and will mail such notice letters to all vehicle owners. The Contractor should include a return envelope for payments with all notice letters.			
5.7.7 Contractor should provide all required notice processing supplies including, paper, envelopes, postage, toner, and any and all notice printing supplies.			
5.7.8 Notices should include one set of images and a license plate image, as well as instructions as to viewing the alleged infraction via the internet.			
5.7.9 Contractor should provide a means for the fines to be paid on-line by credit or debit card.			
5.7.10 Contractor should provide a means for the fines to be paid by phone using a credit or debit card.			
5.7.11 Contractor should provide for a third party collection service for the collection of delinquent accounts.			
5.7.11.a. Describe the process of using the proposed debt collect services?			

<p>5.7.11.b. Describe the collection strategies used by the proposed debt collect service?</p>			
<p>5.7.11.c. Describe the revenue sharing formula?</p>			
<p>5.7.12 Contractor should provide a process to relocate previously installed Red Light Camera Enforcement equipment to a different intersection upon the City’s determination that safety goals have been achieved. Please explain the process?</p>			
<p>5.7.13 Identify any costs, (if any) to the City, related to the relocation of previously installed Red Light Camera Enforcement equipment, to a new location.</p>			
<p>5.7.14 Identify the period of time in days to perform the initial installation of the vendors system and for it to become operational?</p>			
<p>5.7.15 Identify the period of time in days to relocate previously installed Red Light Camera Enforcement equipment from the initial location to a different location and for it to become operational?</p>			
<p>5.7.16 The Police Department should receive collected funds from violators on a regular scheduled agreed upon by the Police Department (ex. Monthly).</p>			

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*****THIS IS A PROPOSED DOCUMENT. IT HAS NOT BEEN PASSED BY THE CITY OF FORT LAUDERDALE CITY COMMISSION. *****

ORDINANCE NO. C-09-

DRAFT

AN ORDINANCE AMENDING CHAPTER 26, TRAFFIC, OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, BY CREATING ARTICLE VII, TO BE TITLED "TRAFFIC INTERSECTION SAFETY ACT", RELATING TO TRAFFIC INTERSECTION SAFETY AND PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO IMPLEMENT THE USE OF AUTOMATED UNMANNED CAMERA MONITORING DEVICES FOR RED LIGHT INFRACTIONS; PROVIDING ENFORCEMENT PROCEDURES, INCLUDING NOTICE, APPEALS AND PENALTIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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WHEREAS, the City of Fort Lauderdale finds that motorists who fail to obey traffic control signals, including red lights, cause serious harm to the public health, safety, or welfare of our citizens and visitors; and

WHEREAS, the City of Fort Lauderdale experiences high volumes of traffic and frequent traffic accidents caused by violating red light traffic control signals, exposing our citizens to personal injury and property damage; and

WHEREAS, the use of unmanned cameras results in more effective use of staff, and therefore more efficient use of public resources; and

WHEREAS, the City of Fort Lauderdale desires to reduce the number of occurrences of red light traffic control signal violations by installing and implementing traffic control camera systems and corresponding enforcement procedures; and

WHEREAS, Article VIII, Section 2(b), of the Florida Constitution, provides that "municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law"; and

WHEREAS, Florida Statutes, Section 166.021(1), provides that municipalities

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ORDINANCE NO. C-09-

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“may exercise any power for municipal purposes, except when expressly prohibited by law”; and

WHEREAS, the City of Fort Lauderdale desires to improve and further protect public health, safety, and welfare by implementing an automated camera red light traffic enforcement system in efforts to reduce occurrences of red traffic control signal violations in the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That Chapter 26, Traffic, of the Code of Ordinances of the City of Fort Lauderdale, Florida, is hereby amended to add Article VII, Traffic Intersection Safety Act, to read as follows:

ARTICLE VII. TRAFFIC INTERSECTION SAFETY ACT

Sec. 26-210. Purpose

The purpose of this Act is to authorize the use of unmanned camera monitoring systems to promote compliance with red light signals at intersections and to adopt a civil enforcement system for red light signal violations. This Act will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for red light signal violations in accordance with normal statutory enforcement techniques.

Sec. 26-211. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appeal shall mean a contested hearing before the Special Magistrate for review of a Red Light Traffic Control Signal Violation under this Article.

Authorized Emergency Vehicles shall mean ambulances and vehicles operated by the fire department or law enforcement agency when responding to an emergency.

Intersection shall mean:

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(1) The area embraced within the prolongation or connection of the lateral curb lines; or, if none, then the lateral boundary lines of the roadways of two (2) highways that join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

(2) Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate Intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate Intersection.

Motor Vehicle shall mean any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device. For the purposes of this Article, Authorized Emergency Vehicles are excluded from the definition of Motor Vehicle.

Notice of Violation shall mean a citation issued for a Red Light Traffic Control Signal Violation under this Article.

Owner shall mean the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a Motor Vehicle pursuant to a lease of six (6) months or more.

Recorded Images shall mean photographic, electronic, digital or video images of a Motor Vehicle, recorded by a Traffic Control Signal Monitoring System and establishing a time sequence of the Motor Vehicle entering the Intersection.

Red Light Traffic Control Signal Violation shall mean an offense whereby a Traffic Control Signal Monitoring System establishes that a Motor Vehicle entered an Intersection controlled by a Traffic Control Signal at a time when the Traffic Control Signal for such vehicle's direction of travel was red.

Special Magistrate shall mean a Special Magistrate defined under Sec. 11-10 of the City of Fort Lauderdale Code of Ordinances.

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Traffic Control Signal shall mean any device that shows green, yellow and red lights or colored lighted arrows, successively, one at a time, or in combination, by which traffic is directed to stop and permitted to proceed.

Traffic Control Signal Monitoring System shall mean an electronic system that captures recorded images of Motor Vehicles entering an Intersection against a red light Traffic Control Signal.

Traffic Enforcement Officer shall mean the police officer(s) and/or public safety aide(s) designated by the Chief of Police to review Recorded Images prior to the issuance of a Notice of Violation.

Sec. 26-211. Red Light Traffic Control Signal Compliance

Any Motor Vehicle that approaches an Intersection at which a red Traffic Control Signal is displayed shall stop before entering the crosswalk on the near side of an Intersection or, if none, then before entering the Intersection, and shall remain stationary until the Traffic Control Signal indicates green. After the Motor Vehicle has completely stopped for the Red Traffic Control Signal, the Motor Vehicle may make a right turn on the red Traffic Control Signal in accordance with the law.

Sec. 26-212. Violation

A violation of this Article shall be known as a Red Light Traffic Control Signal Violation and occurs when a Motor Vehicle does not comply with the requirements of Sec. 26-211.

Sec. 26-213. Enforcement of Red Light Traffic Control Signal

(a) A violation pursuant to Sec. 26-212 occurs when the Recorded Images from the Traffic Control Monitoring System shows:

1. the rear of the Motor Vehicle; and
2. the Motor Vehicle behind the stop bar for a red Traffic Control Signal; and
3. the Motor Vehicle violating the red light Traffic Control Signal.

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(b) The Traffic Enforcement Officer shall review the Recorded Images to determine and establish accurate identification of the Motor Vehicle and the red light Traffic Control Signal Violation. Once the Traffic Enforcement Officer has confirmed the above, the Notice of Violation shall be sent to the Owner of the Motor Vehicle at the address on record with the Florida Department of Highway Safety and Motor Vehicles or any other state vehicle registration office.

(c) Owner herein shall be responsible for paying the civil fine for the violation in the amount set forth in Sec. 26-217.

Sec. 26-214. Notice of Violation

(a) *Contents of Notice.* A notice issued for any violation of provisions of this Article shall contain the following:

1. the name and address of the Owner of the Motor Vehicle ;
2. the license plate and registration number of the Motor Vehicle;
3. the make, model and year of the Motor Vehicle;
4. the location of the Intersection where the violation occurred;
5. the date and time of the violation;
6. a statement that the violation stated is pursuant to this Article;
7. a copy of the Recorded Images of the violation;
8. the amount of the civil fine and the date by which the civil fine must be paid;
9. a statement that the Recorded Images show the violation;
10. a statement of the procedures for payment of the civil fine and contesting the Notice of Violation;
11. a statement providing for the procedures and time limit within which to file for an Appeal; and

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12. a statement that if the Owner of the violating Motor Vehicle fails to pay the civil fine within the time allowed, or fails to timely file for an Appeal, the Owner shall be deemed to have waived his or her right to contest the Notice of Violation and admitted to the violation reflected in the Notice of Violation.

(c) *Manner of Delivery of Notice.* The Notice of Violation shall be sent by first class mail to the address of the Owner of the Motor Vehicle. If there is more than one registered Motor Vehicle Owner, the Notice of Violation shall be sent to all named registered Motor Vehicle Owners. The City, or its designee, shall also have the right, but not the obligation, to hand deliver the Notice of Violation upon the Motor Vehicle Owner.

Sec. 26-215. Owner Responsibilities

(a) Upon issuance of a Notice of Violation, the Owner shall within thirty (30) days of the date of the Notice of Violation either:

1. Pay the assessed civil fine as stated on the Notice of Violation; or
2. Request an Appeal pursuant to the procedure under Sec. 26-216 to contest the Notice of Violation.

(b) Any Owner who does not comply with subsection (a) within thirty (30) days from the date of the Notice of Violation admits liability and waives the right to contest the Notice of Violation.

Sec. 26-216. Appeals

(a) Any Owner who chooses to challenge the Red Light Traffic Control Signal Violation shall file an Appeal with the Traffic Enforcement Officer, as provided on the Notice of Violation, and shall include a notarized statement explaining the grounds for Appeal and any supporting documents for the Appeal.

(b) The Traffic Enforcement Officer may dismiss the violation if the Owner proves the following:

1. At the time of the violation, the Motor Vehicle was stolen or otherwise legally not under the care, custody or control of the Owner. This may only be proved with

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a notarized statement which specifically provides that at the time of the violation, the operator of the vehicle did not have the permission of the Owner and lists the full legal name, current address and driver's license number of the operator of the vehicle at the time of violation, or attachment of a copy of the stolen vehicle report that has been filed with a law enforcement agency; or

2. A violation of this Article was necessary to comply with other laws; or
3. A violation of this Article was necessary to reasonably protect the property or person of another; or
4. At the time of the violation of this Article, the red Traffic Control Signal was inoperable or malfunctioning; or
5. The Owner sold the Motor Vehicle prior to the violation of this Article. This may only be proved by attaching a copy of proof of sale to the notarized statement.

If the violation is not dismissed by the Traffic Enforcement Officer after a review of the notarized statement, the City shall schedule a hearing before a Special Magistrate. The notice of hearing shall be sent to the Owner by certified and first class mail at the address provided on the Owner's request for Appeal.

- (c) The Traffic Enforcement Officer shall testify at the Special Magistrate hearing. The Owner, or his attorney or duly authorized representative, may also present testimony and evidence.
- (d) The recorded images of the violation verified by the Traffic Enforcement Officer shall be admissible and constitute prima facie evidence of the violation.
- (e) Formal rules of evidence shall not apply at the Special Magistrate hearing and any relevant evidence may be admitted. Hearsay evidence may be admitted, but shall not form the sole basis upon which the decision is made. Irrelevant and unduly repetitious evidence may be excluded. The hearing shall be conducted in a manner to ensure that procedural and substantive due process is afforded the Owner.

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(f) The Special Magistrate shall issue a written order either granting or denying the Appeal. If the Appeal is denied, the Owner shall pay all civil fines and assessed costs within fifteen (15) days of the date of the written order.

Sec. 26-217. Penalties

A violation of this Article is a civil, noncriminal infraction. A civil fine in the amount of \$125.00 shall be assessed for each violation.

Section 26-218. Collection of Fines

The City may for the purposes of collecting any delinquent civil fines from the Owner, refer the delinquency to a debt collection agency. The collection fee, including any reasonable attorney's fee, paid to the collection agency shall be in accordance with Florida law.

Section 26-219. Warning Period

An Owner shall receive a courtesy Notice of Violation of this Article no less than the first thirty (30) days after the installation and operation of any Traffic Control Monitoring System. After the courtesy notice period of no less than thirty (30) days, Owners are subject to the enforcement provisions provided herein.

SECTION 2. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith, be and the same are hereby repealed.

SECTION 4. That this Ordinance shall be in full force and effect ninety (90) days from the date of final passage.

PASSED FIRST READING this the _____ day of _____, 2009.
PASSED SECOND READING this the _____ day of _____, 2009.

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Mayor
JIM NAUGLE

ATTEST:

City Clerk
JONDA K. JOSEPH

L:\COMM2009\Ordinances\may 19\redlight camera ord.doc

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City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 385-10113 AUTOMATED CAMERA RED LIGHT TRAFFIC ENFORCEMENT SYSTEM

ISSUED MAY 19, 2009

This addendum is being issued to answer questions or to change specifications under the following Sections:

1. PART VI – CONTRACTOR QUALIFICATIONS AND RESPONSE REQUIREMENTS – TABS SECTION:

Tab 1 Letter of Interest/Cover letter/Required forms section: **Delete the Second sentence which states:** “This section should also include the fully Executed PROPOSAL SIGNATURE PAGE, NON-COLLUSION STATEMENT AND COST PROPOSAL PAGE”. These items will be required under Tabs 7 and 8 as stated.

2. The RFP does not reference a citation fine structure. What is the fine for Running a red light with the automated system?

Response: The proposed ordinance has not been enacted at this time; however, it is scheduled for public hearings and approval by the City Commission on 05/19/09 and 06/02/09. The penalty is tentatively set at \$125.00 fine per violation.

3. Please provide the address and to whose attention at the City and Dun & Bradstreet report should be sent. If the City prefers a copy mailed to them, please provide a mailing address. If it prefers an electronic version, please provide an e-mail address?

Response: City of Fort Lauderdale
Department of Procurement Services
ATTN: Michael Walker
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

OR: e-mail to: mwalker@fortlauderdale.gov



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4. Can the City provide a copy of the red light ordinance that is approved, or is it in the process of being approved by the commission?

Response: The City Commission has not approved the proposed ordinance at this time. The City anticipates the ordinance to have its first reading for approval on May 19, 2009 and the second reading for approval on June 2, 2009. A 'DRAFT' copy of the ordinance is attached and made part of Addendum No. 1 and the RFP, as Exhibit E.

5. PART II – INTRODUCTION / INFORMATION, ITEM 4. CONTRACT TERM

Delete in its entirety the second paragraph, which states: "In the event the State of Florida enacts legislation that substantially restricts or prohibits the City from using an automated camera red light traffic enforcement system, the city reserves the right to terminate and/or modify the contract. The City will make the determination as to when this situation exists.

Replace with the following: "On the event the City determines, the City's sole discretion, that the law restricts or prohibits the City from using an automated camera red light traffic enforcement system, the City reserves the right to terminate or modify the contract."

6. Part V, AUTOMATED CAMERA RED LIGHT TRAFFIC ENFORCEMENT SYSTEM, ITEM 5.2.2 should be reworded to state the following:

5.2.2 Can the proposed infraction processing system, perform 100% of its functions remotely and without being installed on City owned/maintained IT systems? The instructions for this section state that by checking off "NO" the form does not meet the requirement. If the answer is "No", how do bidders respond on the form?

RESPONSE: The City will replace the statement above with the following: "Can the proposed infraction processing system perform 100% of its functions remotely and without being installed on City owned/maintained IT systems?"

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7. Part V, AUTOMATED CAMERA RED LIGHT TRAFFIC ENFORCEMENT SYSTEM, ITEM 5.6.3 states that September 1, 2009, the program will start with a warning period. With a July 21st Award Date, this allows only 41 calendar days to negotiate a contract and implement the program. This is a very aggressive time line. How many approaches does the City Anticipate being installed by September 1?

RESPONSE: These are tentative dates. The police Department may extend the system start dates for all approaches and to have (1) one approach completed (live) by the first system start date.

8. Please provide a list of the anticipated, initial intersections that will be Considered for red light camera monitoring and specify if the intersection roadways are City-controlled, County controlled, FDOT controlled, or a combination?

RESPONSE: The specific intersections have not been determined at this time, but vendors should anticipate a combination of each type (CITY, COUNTY & FDOT).

9. EXHIBIT C COST PROPOSALPAGE, Option 1 – Flat Fee Structure has been revised to read as follows:

The Contractor should propose an all-inclusive flat fee per month for each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 violations per approach per month. For cost/revenue evaluation purposes contractors can assume the City will implement systems at a minimum of 5 intersections with each having an anticipated 2 approaches monitored.

Fixed automated camera red light traffic enforcement system cost:

\$ _____ each approach month

PLEASE USE REVISED COST PROPOSAL PAGE – EXHIBIT C ATTACHED, FOR YOUR RFP PROPOSAL RESPONSE, AND DELETE ORIGINAL EXHIBIT C. PLEASE FILL IN ALL _____ SPACES.



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All other terms, conditions, and specifications remain unchanged.

This Addendum No. 1 should be submitted with your BID Proposal or acknowledged on your Bid/Proposal Signature Page in the Section - ADDENDUM ACKNOWLEDGEMENT.

Company

Name: _____

(please print)

Authorized

Bidders Signature: _____

Date: _____



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REVISED PER ADDENDUM NO. 1

COST PROPOSAL PAGE

EXHIBIT C

The City is requesting Contractor's submit pricing/revenue on three options as stated below. Contractors should provide pricing/revenue on all three options and the City shall determine which option is in the best interest of the City. If you do not provide all three options, you may not be considered for award, if the City chooses the option that you did not provide pricing.

OPTION 1 – FLAT FEE STRUCTURE

The Contractor should propose an all-inclusive flat fee per month for each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 violations per approach per month. For cost/revenue evaluation purposes contractors can assume the City will implement systems at a minimum of 5 intersections with each having an anticipated 2 approaches monitored.

Fixed automated camera red light traffic enforcement system

\$ _____ each approach per month

OPTION 2 – FEE FOR ACTIONABLE ACTIVATION – FIXED FEE STRUCTURE

The Contractor should propose an all-inclusive fixed fee per actionable activation of each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 actionable activations per month.

Actionable activation is defined as an activation of the automated camera red light traffic enforcement system that is approved by the City of Fort Lauderdale Police Department for infraction issuance.

\$ _____ each actionable activation

OPTION 3 – FEE FOR ACTIONABLE ACTIVATION – TIERED STRUCTURE

The Contractor should propose an all-inclusive tiered structure fee per actionable activation of each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 actionable activations per month.

Actionable activation is defined as an activation of the automated camera red light traffic enforcement system that is approved by the City of Fort Lauderdale Police Department for infraction issuance.

Please provide your best Tiered Structure for actionable activation below:

Infraction 1 - ____ @ \$ _____ each actionable activation

Infraction ____ and above @ \$ _____ each actionable activation

Authorized Sign. _____

Print Name _____ Date _____

Company Name _____

Question and Answers for Bid #385-10113 - Automated Camera Red Light Traffic Enforcement System

OVERALL BID QUESTIONS

Question 1

Is there an estimated value or budget for this? (Submitted: May 14, 2009 10:29:32 AM EDT)

Answer

- As this requirement may be a revenue generating RFP, there is no estimated value or budget identified. (Answered: May 18, 2009 12:48:08 PM EDT)

Question 2

There is no reference to the number of approaches the City desires to implement. Can you provide the number of anticipated approaches? (Submitted: May 18, 2009 12:50:12 PM EDT)

Answer

- See Addendum No. 1. (Answered: May 18, 2009 5:24:56 PM EDT)

Question 3

Of the number of anticipated approaches, how many of these approaches are state-owned roads and how many are city-owned roads? (Submitted: May 18, 2009 1:06:45 PM EDT)

Answer

- This has not been determined at this time. (Answered: May 18, 2009 1:07:03 PM EDT)