

(ADDENDUM COVER SHEET)

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM NO. 2

AUTOMATED LICENSE PLATE RECOGNITION SYSTEM
(NON-SHELTERED MARKET)

DATE OF ADDENDUM: March 2, 2009

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES/ADDITIONAL INFORMATION:

1. Bid opening remains as Wednesday, March 11, 2009 at 2:00 p.m.
2. Attached is REVISED Bid Proposal to replace pages 18 through 20.
3. Page 19 of 43 – Bid Sheet Item 5, ALPR back office software. This is for software only and Broward County is providing the server.

Bid Sheet(s), page(s) 18 thru 20 have been revised and are attached and **MUST** be completed and returned with your Invitation for Bid due Wednesday, March 11, 2009 at 2:00 p.m.

This addendum **MUST** be acknowledged on the Bid Sheet Form or returned with your Invitation for Bid due Wednesday, March 11, 2009 at 2:00 p.m.

This Addendum Cover Sheet or an acknowledgment of it on the Bid Sheet “MUST” be returned with your Invitation for Bid due Wednesday, March 11, 2009 at 2:00 p.m.

All “must” documents are considered a matter of responsiveness and shall be submitted at the time of bid. Failure of a Bidder to return the documents shall be cause for rejection of the bid.

All other terms, conditions and specifications remain unchanged for **Bid No. Q0683122B1.**

NAME OF COMPANY: _____

BID SHEET

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

GROUP 1 (ITEMS 1 THRU 8)

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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1a.	16 Each	Dual camera (color/monochrome) with infrared illuminator CC #84084	\$_____/Ea.	\$_____
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MANUFACTURER OFFERED: _____

MODEL OFFERED: _____

- OR -

1b.	16 Each	Dual camera (color/monochrome) with infrared illuminator and integrated ALPR engine	\$_____/Ea.	\$_____
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MANUFACTURER OFFERED: _____

MODEL OFFERED: _____

2.	320 Feet	Camera specific cables (per linear foot)	\$_____/Ft.	\$_____
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3.	16 Each	Camera brackets and mounting hardware.	\$_____/Ea.	\$_____
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4a.	16 Each	ALPR engine/processor with one video input CC #20623	\$_____/Ea.	\$_____
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MANUFACTURER OFFERED: _____

MODEL OFFERED: _____

- OR -

4b.	4 Each	ALPR engine / processor with four video inputs	\$_____/Ea.	\$_____
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MANUFACTURER OFFERED: _____

MODEL OFFERED: _____

NAME OF COMPANY: _____

BID SHEET
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5.	1 Each	ALPR back office software (central database) – one time purchase CC #20938	\$_____/Ea.	\$_____
6.	16 Each	DC power supply with four outputs (or more) CC #20767	\$_____/Ea.	\$_____
7.	320 Feet	Additional materials (ex.: coax or CAT5e Cable, PVC conduit) (per linear foot) CC #28595	\$_____/Ft.	\$_____
8.	16 Each	Additional materials (fittings, connectors, signal converters, etc.) (per camera)	\$_____/Ea.	\$_____
GROUP 1 TOTAL (ITEMS 1 THRU 8)				\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
GROUP 2 (ITEM 9)				
9	48 Hours	Installation labor (per hour) (Approximately 3 hours per camera) CC #84084	\$ _____/Hr.	\$ _____
GROUP 2 TOTAL (ITEM 9)				\$ _____
GROUP 3 (ITEMS 10 THRU 12)				
10.	16 Each	Extended Warranty – per camera; 1 year hardware and maintenance support (after manufacturer's warranty expiration) CC #84084	\$ _____/Ea.	\$ _____
11.	16 Each	Extended Warranty; - ALPR processor 1 year hardware and maintenance support (after manufacturer's warranty expiration) CC #84084	\$ _____/Ea.	\$ _____
12.	1 Each	Software support; 1 year software support and maintenance (after manufacturer's warranty expiration) CC #84084	\$ _____/Ea.	\$ _____
GROUP 3 TOTAL (ITEMS 10 THRU 12)				\$ _____

Delivery of equipment should not exceed seven (7) calendar days of the receipt of Purchase Order for each park separately. Delivery MUST be FOB destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Installation of ALPR System for each Park shall be ten (10) calendar days from issuance of Notice to Proceed (exclusive of delivery time).

Please indicate if delivery will be made by: Common Carrier _____
 Company Vehicle _____
 Other _____

Bid results will be posted to the Broward County Purchasing website at
www.broward.org/purchasing/solicitationresults.htm.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____
By signing this bid sheet your firm is agreeing to
the terms and conditions of the Invitation for Bid.

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM NO. 1

AUTOMATED LICENSE PLATE RECOGNITION SYSTEM
(NON-SHELTERED MARKET)

DATE OF ADDENDUM: February 24, 2009

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid Opening date has been changed to Wednesday, March 11, 2009

This addendum **SHOULD** be acknowledged on the Bid Sheet Form or returned with your Invitation for Bid due Wednesday, March 11, 2009 at 2:00 p.m.

All “must” documents are considered a matter of responsiveness and shall be submitted at the time of bid. Failure of a Bidder to return the documents shall be cause for rejection of the bid.

All other terms, conditions and specifications remain unchanged for Bid No. Q0683122B1.

NAME OF COMPANY: _____

SUBMIT BID TO:

Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801
954-357-6065/66

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principles or corporate officers of the firm were principles or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

2. **BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. **FEBRUARY 25, 2009**
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

AUTOMATED LICENSE PLATE RECOGNITION SYS/(NSM)

BID NO. **Q0683122B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER

SHANNON GRAHAM (954) 357-6088

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN
THE AMOUNT OF \$

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE TELEPHONE NO.

CONTACT PERSON

FAX NO.

BIDDERS E-MAIL ADDRESS

***AUTHORIZED SIGNATURE**

(submit original in blue ink)

DATE

PRINT NAME

TITLE

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 6 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

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 Purchasing 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 is invoked by the County.
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable

reserves the right to waive technicalities and irregularities and to reject any or all bids.

10. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.

12. **TERMINATION:**

- (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County or by Bidder if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
- (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of over-exposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent

will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Purchasing Director.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** Bidder shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action

of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Purchasing Director and the County Attorney, any sums due Bidder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.

22. **NOTICE:** Written notice provided pursuant to this Contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.

23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder 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 cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and

conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
- a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Director of Purchasing. Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifications

or requirements is a waiver of the ability to protest the specifications or requirements.

- b. Any protest from a bidder or offeror with a substantial interest in connection with the solicitation or proposed award of a contract which is within the Purchasing Director's award authority shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Purchasing Director.
- c. Any protest of a solicitation or proposed award which is in excess of the Purchasing Director's award authority after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest should have known the facts giving rise thereto.
30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.
31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.
- It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.
33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission,

effective after opening pursuant to Section 119.071, F.S.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to contractor's records, contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling 954-357-6071. You may also view and/or download the Procurement Code, Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

www.broward.org/purchasing



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

ATTENTION

Dear Vendor,

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice to the bid submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addendum process. Notifications of addendums are sent electronically to vendors registered under the applicable commodity code(s) at the time the original solicitation was created. In addition, all addendums are posted on the Purchasing Division website, www.broward.org/purchasing; select current solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation.

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

A handwritten signature in blue ink that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director
Broward County Purchasing Division

Broward County Board of County Commissioners

Josephus Eggelation, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechi • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org/purchasing

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

SUBMISSION OF SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. Both the original bid and one (1) photocopy of your bid should be included in a single envelope. The Bidder is responsible for retaining a copy of all submittals for their own records. The face of the envelope should contain the company name, address, date and time of bid opening, bid number and bid title. Bids not submitted on bid sheets may be rejected. Bidder should not submit bids on their own form or any other form other than Broward County Bid Sheet. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

DEVIATION - GENERAL CONDITIONS, PARAGRAPH 2, "BID WITHDRAWAL":
THE LIMITATION OF THE BID WITHDRAWAL IS CHANGED FROM NINETY (90) CALENDAR DAYS TO ONE HUNDRED AND TWENTY (120) CALENDAR DAYS.

1. **SCOPE:**

Bids are hereby invited on an open-end basis to furnish and install **Automated License Plate Recognition Systems** for the **Parks and Recreation Division** and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award and shall terminate one (1) year from that date. The Contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

The Director of Purchasing may renew this contract for two, one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

2. **SPECIFICATIONS AND REQUIREMENTS:**

The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.

3. **CONTINGENCY FEES:**

By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.

4. **FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Shannon Graham, Purchasing Agent at (954) 357-6088.

Bidders requiring technical clarifications should contact Catalin Adrian Anghel at (954) 357-8157. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.

5. **INSURANCE REQUIREMENTS:** (Sample insurance certificate attached) (**Attachment "G"**)

The following Insurance Requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated below prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the certificate are still required. The Contractor should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but, prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division upon a material change in scope at any time during the term of the contract or at time of contract renewal upon mutual agreement of the parties. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in this Section.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

5. **INSURANCE REQUIREMENTS: (Continued)**

- 5.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- 5.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- 5.2 Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 5.2.1 Premises-Operations.
- 5.2.2 Products/Completed Operations Hazard.
- 5.2.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 5.2.4 Broad Form Property Damage.
- 5.2.5 Independent Contractors.
- 5.2.6 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 5.2.7 COUNTY is to be expressly included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of COUNTY in connection with general supervision of such operation.
- 5.2.8 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
- 5.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 5.3.1 Comprehensive Form.
- 5.3.2 Owned Vehicles.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

5. **INSURANCE REQUIREMENTS: (Continued)**

5.3.3 Hired Vehicles.

5.3.4 Non-Owned Vehicles.

5.3.5 Any auto, if applicable.

5.3.6 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.

5.4 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified in 5.1, 5.2 and 5.3 above within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall state the types of policies PROVIDED, refer specifically to this contract, and state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

5.5 Certificates of insurance shall be provided as specified in sub-section 5.4 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

6. **INDEMNIFICATION:**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. Except as specifically provided herein, CONTRACTOR shall not be required to indemnify COUNTY from any damages directly caused or resulting from the sole negligence of the COUNTY, its officers, agents or employees. These indemnifications shall survive the term of this Contract.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

7. **DATE STANDARDS:**

CONTRACTOR warrants that each item of software that it delivers, develops, modifies, or recommends to COUNTY for use under this Contract shall be able to accurately store and process date/time data in four (4) digit year fields (including, but not limited to, calculating, comparing, interfacing and sequencing) from, into, and between the nineteenth through the twenty-second centuries, and leap year calculations. The duration of this warranty and the remedies available to COUNTY for breach of this warranty shall be as defined in, and subject to, the terms and limitations of CONTRACTOR's warranties contained in this Contract; provided that notwithstanding any provision to the contrary in any such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to COUNTY under this warranty shall include repair or replacement, at no cost to COUNTY of any of the products whose noncompliance is discovered and made known to CONTRACTOR in writing, within three (3) year(s) after acceptance of the deliverables by COUNTY. Nothing in this warranty shall be construed to limit any rights or remedies COUNTY may otherwise have under this Contract.

8. **SAMPLES, PRODUCT LITERATURE AND DESCRIPTIVE CATALOGUES:**

Bidders may be required to submit samples of items offered for review and evaluation within seven (7) calendar days when requested by the Broward County Purchasing Division. Vendors who do not comply with this request will be considered non-responsive.

Vendor should submit with the bid product literature on items offered. However, this information must be submitted within seven (7) calendar days when requested by Broward County Purchasing Division. Literature should be clearly marked as to each item number. Failure on the part of the vendor to submit the requested literature and/or catalogues will result in their bid being declared non-responsive.

9. **PUBLIC BID DISCLOSURE ACT:**

Pursuant to the Public Bid Disclosure Act, all permits and fees including but not limited to all licenses, occupational license (or Local Business Tax Receipt), certificate of occupancy (CO), permits, impact fees or inspection fees payable BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, and disclosed in this request for bids and the amount or percentage method of all such licenses, permits and fees required by Broward County are listed below. EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS STATED BELOW:

The Parks and Recreation Division will pay for all permits and fees imposed by Broward County Agencies.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

10. **LICENSING REQUIREMENTS:**

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Proof of licensing should be furnished within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

STATE: **CERTIFIED ELECTRICAL CONTRACTOR**

OR

CERTIFIED ALARM SYSTEM CONTRACTOR I

OR

CERTIFIED ALARM SYSTEM CONTRACTOR II

OR

COUNTY: **CENTRAL MASTER ELECTRICIAN**
(Must be registered with the State)

OR

LOW VOLTAGE/COMM/SOUND CONTRACTOR
(Must be registered with the State)

Any work performed not within the scope of the above contract must be performed by a licensed contractor.

11. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS: (formerly known as OCCUPATIONAL LICENSE TAX)**

All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive.

Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Revenue Collection Division, Local Business Tax Section at (954) 831-4000.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

12. **PERMITS AND FEES: (For agencies other than Broward County Commissioners)**
The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.
13. **SUBCONTRACTING:**
After award and prior to start of construction, the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.
14. **CODE REQUIREMENTS:**
The CONTRACTOR and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.
15. **CONTRACTOR RESPONSIBILITIES:**
15.1 The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.

15.2 CONTRACTOR shall perform the Work with its own organization, amounting to not less than seventy-five percent (75%) of the Contract.
16. **DRUG-FREE WORKPLACE CERTIFICATION:**
Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "B") should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

17. **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:**

“CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CONTRACTOR decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.”

18. **LIVING WAGE ORDINANCE:**

Not applicable for this bid.

19. **CONE OF SILENCE ORDINANCE:**

19.1 At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner’s staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the processing of an award or to make a public record request are exceptions to the Cone of Silence requirements. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee.

19.2 This County’s Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County’s Office of Professional Standards.

19.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

20. **COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE (CDBE):**

- 20.1 The Broward County Community Disadvantaged Business Enterprise Program (CDBE Program) shall apply to this contract. The CDBE Program objective is to ensure that small and economically disadvantaged businesses based in Broward County are able to meaningfully participate in Broward County procurement and projects as primary contractors and as subcontractors of primary contractors. Broward County (hereafter sometimes referred to as the County) seeks to accomplish this objective through the establishment of annual and contract goals. In an effort to achieve these goals, the County requires all who respond to this solicitation to utilize or attempt to utilize CDBE firms in performing the contract that will result from this bid in at least the percentage amount assigned for this bid. The CDBE participation goal assigned for this contract is 7%.

The Office of Equal Opportunity/Small Business Development Division maintains an on-line directory of CDBE firms. The on-line directory is available for use by bidders at <http://www.broward.org/smallbusiness>.

Bidders shall neither prohibit a CDBE firm from nor inhibit it in offering its goods or services to other bidders. A bidder may be disqualified from consideration for award under this bid if it is determined by the County that the bidder prohibited a CDBE firm from or inhibited a CDBE firm in offering its goods or services to other bidders that compete or that may desire to compete for award of this bid.

Compliance with the requirements of CDBE participation goals is a matter of responsiveness. To be responsive, a bidder MUST comply with the CDBE Program requirements related to submission of bids. These requirements are set forth in paragraphs below and in Broward County Ordinance No. 2007-32. A copy of the Ordinance may be viewed on-line at <http://www.broward.org/smallbusiness/cdbeoverview.htm>.

- 20.2 The provisions set forth in *Requirements for Contracts with CDBE Goals* shall be included in and shall become material terms and conditions of the contract resulting from the award of this bid.
- 20.3 The attachments to this Invitation for Bid are identified as follows and must be completed and returned with your bid:
- Supplement Form 2007 - 1 titled *Letter of Intent to Utilize Community Disadvantage Business Enterprise (CDBE) Subcontractor/Subconsultant* - Attachment "C".
 - Supplement Form 2007 - 3 titled *Schedule of (CDBE) Participation* - Attachment "D".
 - Supplement Form 2007 - 4 titled *CDBE Unavailability Report* (required only if the CDBE participation goal is not met) - Attachment "E".

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

CDBE REQUIREMENTS FOR SUBMITTING BIDS

A BID WILL NOT BE CONSIDERED RESPONSIVE UNLESS THE BIDDER COMPLIES WITH THE CDBE PARTICIPATION GOAL ESTABLISHED FOR THIS CONTRACT (AS PROVIDED IN PART I BELOW) OR DEMONSTRATES THAT THE BIDDER MADE A GOOD FAITH EFFORT TO MEET THE CDBE PARTICIPATION GOAL (AS PROVIDED IN PART II BELOW) AND SUBMITS THE REQUIRED INFORMATION WITH THE BID.

PART I. CDBE GOAL COMPLIANCE

Bidders must comply with the CDBE participation goal established for this bid and must submit all forms required by items (1) through (5) with the bid submittal in order to be responsive under this Part.

The forms submitted shall only address the base bid. No alternate bid item(s) shall be addressed. If CDBE participation for alternate bid item(s) is required, the participation shall be addressed after bid opening as follows:

Certain projects may include alternate bid item(s) for which a bidder is required to submit a bid and for which the County reserves the right to award after bid opening. If the County chooses to exercise the right to award alternate bid item(s), the CDBE participation goal for this bid shall apply to the alternate bid item(s) to be awarded, and the County shall issue a CDBE notice to the apparent successful bidder which shall require the bidder to comply with the CDBE participation goal for the alternate bid item(s). Prior to award, the apparent successful bidder shall submit to the County all forms required by the CDBE notice applicable to the alternate bid item(s) to be awarded. Failure to submit the required forms may result in the bidder being deemed non-responsible and rejection of the bid.

- (1) The following information must be submitted for each CDBE firm that the bidder proposes to utilize if awarded this bid:
 - a. The names and addresses of each CDBE firm that will participate in the contract resulting from this bid;
 - b. A description of the work that each CDBE firm will perform;
 - c. The dollar or percentage amount of the participation each CDBE firm will receive under the contract resulting from this bid;
 - d. Signed and sworn or affirmed acknowledgement before a notary public of the bidder's commitment to use each CDBE firm whose participation the bidder submits for the purpose of meeting the contract participation goal; and
 - e. Signed and sworn or affirmed acknowledgement before a notary public from each CDBE firm that it will participate in the contract as provided in (1)b. and (1)c. above.

The information required in (1), above, shall be submitted on Supplement Form 2007 - 1 titled "Letter of Intent to Utilize Community Disadvantage Business Enterprise (CDBE) Subcontractor/Subconsultant" and Supplement Form 2007 - 3 titled "Schedule of (CDBE) Participation." Any change of a proposed CDBE firm after bid opening but prior to award shall be by utilization of another CDBE firm or firms certified by the Small Business Development Division to perform at least the same percentage of work that was to be performed by the CDBE firm being replaced.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

CDBE REQUIREMENTS FOR SUBMITTING BIDS
(Continued)

- (2) If the bidder is a joint venture that includes a CDBE firm as a joint venturer, a "Joint Venture Eligibility Application" must be submitted with the bid either in addition to Supplement Form 2007 - 1 titled "Letter of Intent to Utilize Community Disadvantage Business Enterprise (CDBE) Subcontractor/Subconsultant" and Supplement Form 2007 - 3 titled "Schedule of (CDBE) Participation" if credit is desired for the CDBE firm that is a participant in the joint venture. A joint venture that includes a CDBE firm as a bidder will be credited with CDBE participation on the basis of the percentage of work to be performed by the CDBE firm or the percentage of profit to accrue to the CDBE firm. For example, if a joint venture that includes a CDBE firm that is proposed to perform fifty percent (50%) of a project quoted at \$500,000 and fifty percent (50%) of the profits are to accrue to the CDBE firm in the joint venture, the CDBE firm's participation will be credited as fifty percent (50%) of the work or \$250,000. A Joint Venture Eligibility Application may be obtained at the Small Business Development Division.
- (3) A CDBE firm that bids to provide the goods or services will be credited with CDBE participation for that portion of the contract work that the CDBE firm performs and for that portion subcontracted to other CDBE firms. That is, in determining whether a CDBE firm that is bidding has met the contract participation goal, the amount of contract participation by the bidding CDBE firm shall be included in calculating the total CDBE participation under the contract. For example, if a bidding CDBE firm proposes to perform fifty percent (50%) of the work quoted at \$500,000 and to subcontract twenty-five percent (25%) to a non-CDBE firm and twenty-five percent (25%) to a CDBE firm, the CDBE participation will be credited at seventy-five percent (75%) or \$375,000.
- (4) A bidder may also count expenditures for materials and supplies towards its CDBE participation goals if the supplier or manufacturer is a CDBE firm, and if the CDBE firm is under contract with the bidder to provide the materials and supplies.
- (5) A bidder must include the information required by (1) through (4) above with its sealed bid response.

PART II. DETERMINATION OF GOOD FAITH EFFORT

A bidder may be determined responsive despite the failure of the bidder to meet the contract participation goal for this bid if the bidder provides sufficient documentation of its good faith effort to meet the goal at the time the bidder submits its bid.

A good faith effort to meet the CDBE contract participation goal shall be based on compliance with items (1) and (2) below; however, in determining whether a bidder has made a good faith effort, the County may take into account the response of other bidders regarding the contract participation goal. For example, when the apparent successful bidder fails to meet the contract participation goal, but others meet it, it is proper to question whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average CDBE participation obtained by other bidders, this may be viewed, in conjunction with other factors, as evidence that the apparent successful bidder made a good faith effort. In addition, the quality, quantity, and intensity of the various efforts made by the bidder shall be considered in determining whether a bidder has made a good faith effort to meet the goal. In all cases, final determination of the sufficiency of a bidder's good faith effort may be made by the Board of County Commissioners.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

CDBE REQUIREMENTS FOR SUBMITTING BIDS
(Continued)

- (1) A bidder who has made a good faith effort but failed to meet the contract participation goal established for this bid shall complete and submit a "CDBE Unavailability Report" at the time the bidder submits its bid. Bidders who submit a CDBE Unavailability Report with their bid must demonstrate the reasonable efforts they made to meet the goal by submitting adequate documentation.
- (2) A bidder shall support its demonstration of good faith effort by submitting a detailed written statement or statements of its effort together with adequate documentation of such effort. A bidder may demonstrate good faith efforts by reporting and documenting the activities undertaken, which may include, but are not limited to, the following:
 - a. Specifically soliciting CDBE firms (or firms that are eligible for CDBE certification) that have the capability to perform portions of the contract work. For example, a bidder should consider soliciting such CDBE firms while in attendance at pre-bid meetings, or by targeted advertising, or by written notices. The bidder must solicit CDBE firms in a timely manner to allow them to adequately respond to the solicitation. The bidder must take appropriate steps to follow up its solicitation of CDBE firms.
 - b. Identifying portions of the work required by the bid that can reasonably be performed by a CDBE firm. This may include, where appropriate, separating work items into economically feasible units to facilitate CDBE participation, even when the bidder might otherwise prefer to perform the work with its own forces.
 - c. Providing each interested CDBE firm with adequate information about the plans, specifications, and requirements of the work in a timely manner.
 - d. Negotiating in good faith with each interested CDBE firm. Evidence of such negotiation should include the names, addresses, and telephone numbers of CDBE firms that were considered; a description of the information provided to the CDBE firm regarding the plans and specifications for the work selected for subcontracting; and evidence as to why there is not a current agreement with the interested CDBE firm to perform the work.
 - e. Use of good business judgment regarding a number of factors in negotiating with all subcontractors, including CDBE firms, and in considering such subcontractors' price and capabilities. The fact that there may be additional costs involved in subcontracting with CDBE firms is not in itself a sufficient good faith effort that justifies a bidder's failure to meet the CDBE contract participation goal, if such additional costs are reasonable. The determination of whether additional costs are reasonable shall be made by the Small Business Development Division, in consultation with the County's Purchasing Division.
 - f. If a CDBE firm is rejected as unqualified to perform desired work, such rejection must be for sound reasons and occur only after a diligent investigation of the CDBE firm's capabilities.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

REQUIREMENTS FOR CONTRACTS WITH CDBE GOALS

The terms and conditions set forth in *Requirements for Contracts with CDBE Goals* shall be binding upon the successful bidder and shall be additional terms of the contract resulting from the award of this bid. The terms and conditions set forth in *Requirements for Contracts with CDBE Goals* shall also be included in each subcontract that the successful bidder executes with a subcontractor in fulfillment of the contract resulting from the award of this bid.

For purposes of *Requirements for Contracts with CDBE Goals*: (a) "Contractor" shall mean the successful bidder for this Invitation For Bids; (b) "CDBE Subcontractor" shall mean each CDBE firm included in the Contractor's bid and the resulting contract, and the CDBE Subcontractor is certified in accordance with the CDBE Program; (c) "Contract Administrator" shall mean the County representative assigned to manage the contract resulting from award of this bid.

1. No party to this contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, or familial status in the performance of this contract.
2. The Contractor shall comply with all applicable requirements of the Broward County Community Disadvantaged Business Enterprise (CDBE) Program in the award and administration of this contract. Failure by the Contractor to carry out any of the CDBE Program requirements shall constitute a material breach of this contract, which shall permit the County to terminate the contract or to exercise any other remedy available under the contract, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.
3. The Contractor shall not terminate a CDBE Subcontractor listed as a subcontractor without cause unless the Contractor has received the County's prior written consent.
4. If a CDBE Subcontractor is terminated for any reason, the Contractor shall make good faith efforts to find another CDBE to perform the work to be performed by the original CDBE Subcontractor.
5. The County shall have the right to review each proposed amendment, extension, modification, or change order to this contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial contract price by ten percent (10%) or Fifty Thousand Dollars (\$50,000), whichever is less, for opportunities to include or increase the participation of CDBE firms already involved in this contract. The Contractor shall make a good faith effort to include CDBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Small Business Development Division.
6. The Contractor shall allow the County to engage in on-site reviews to monitor the Contractor's progress in achieving and maintaining its contractual and CDBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Small Business Development Division.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

REQUIREMENTS FOR CONTRACTS WITH CDBE GOALS
(Continued)

7. Upon award or execution of this contract by the County, the Contractor shall enter into a formal contract with the CDBE firms the Contractor selected to fulfill the CDBE participation goal for this contract.
8. The Contractor shall submit monthly reports regarding compliance with its CDBE obligations to the Contract Administrator with its partial pay request. The monthly reports shall be submitted on a form which may be obtained at the Small Business Development Division.
9. The Contractor shall inform the County immediately when a CDBE Subcontractor is not able to perform or if the Contractor believes the CDBE Subcontractor should be replaced for any other reason, so that the Small Business Development Division may review and verify the good faith efforts of the Contractor to substitute the CDBE Subcontractor with another CDBE Subcontractor. The Contractor may change its CDBE Subcontractor only upon receiving the prior approval of the Small Business Development Division.
10. The Contractor acknowledges that the Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CDBE program which shall become applicable to this contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to the Contractor.
11. If the Contractor fails to comply with the requirements of *Requirements for Contracts with CDBE Goals*, the County reserves the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this contract or under applicable law.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

21. **PREFERENCES:**

21.1 **LOCAL PREFERENCE:**

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise provided by federal or state law or other funding source restrictions, an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

21.2 **DOMESTIC PARTNER CLAUSE: (Attachment "F")**
Preference for County Contractors Providing for Nondiscrimination of Benefits for Domestic Partners. (Reference Ordinance No. 1999-18, as amended)

In accordance with Broward County Code, Chapter 16 ½, section 16 ½-157 and the Broward County Administrative Code, Subsections 21.31.a., 6., 7., 8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$250,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 ½-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

No contractor shall receive more than one County-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

22. **BATTERY DISPOSAL:**

In accordance with Florida 1993 Solid Waste Act, the manufacturers of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries as purchased by the County. The County shall not be held liable for any cost associated with the reclamation and disposal of such batteries.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

23. **CONTRACTOR PERFORMANCE REVIEW:**

Bidder/CONTRACTOR: An interim performance evaluation of the successful Bidder/CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful Bidder/CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful Bidder/CONTRACTOR for future bids with the COUNTY.

24. **SPECIAL NOTICE:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations. For a listing of those locations, refer to www.broward.org/purchasing/bids/asbestos.pdf. You may request a copy of subject location listing by calling (954) 357-6066.

25. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to the best of his or her knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), 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 Broward County 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 he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

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

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

If the vendor does not indicate any relationship by leaving the above section blank, the County will take this to mean the vendor means no such relationships exist.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

26. **DOCUMENT CHECKLIST:**

THE FOLLOWING ITEMS MAY BE REQUIRED TO DETERMINE BID RESPONSIVENESS. PLEASE ENSURE THAT ALL APPLICABLE ITEMS ARE COMPLETED AND SUBMITTED WITH YOUR BID. FAILURE TO MEET THE APPLICABLE REQUIREMENTS MAY RENDER YOUR BID NON-RESPONSIVE. ADDITIONAL INFORMATION FOR THESE ITEMS CAN BE FOUND THROUGHOUT THIS BID DOCUMENT.

A. Bid/Addendum

- ☐ The Invitation for Bid must be signed in ink.
- ☐ If a "MUST" Addendum is required, it must be acknowledged on the Bid sheet or returned with your Bid.
- ☐ If a revised Bid sheet is required, it must be returned with the Addendum.

B. Group Items

- ☐ If a "Group" is specified, you must bid all items within each Group and indicate "No Charge" for those items that are included at no additional charge.

C. Community Disadvantaged Business Enterprise (CDBE) Documentation

- ☐ If this solicitation includes participation goals, all appropriate documentation must be returned with your submittal, i.e., Schedule of Participation, Letters of Intent, Good Faith Effort, etc.

D. Licensing

- ☐ Attach Copy of specified contractor license(s)
- ☐ For items that require a licensed Contractor, your firm must possess a current State or County license, held by a qualifier registered with the State.
- ☐ If you hold a County license, and State registration is required, your license must be registered with the State.

27. **ADDITIONAL ITEMS:**

THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH YOUR BID, BUT NO LATER THAN FIVE (5) BUSINESS DAYS FROM REQUEST OF THE PURCHASING AGENT.

A. Supplements/Attachments

- ☐ Copy of Broward County Local Business Tax Receipt (For Broward County Vendors)
- ☐ The Non-Collusion Statement
- ☐ The Vendor Questionnaire
- ☐ Drug Free Workplace Certification – Attachment "B"
- ☐ Community Disadvantaged Business Enterprise Certification - Attachments "C", "D" & "E"
- ☐ Domestic Partner Certification - Attachment "F"
- ☐ Certificate of Insurance, per sample attached - Attachment "G"

*** All original Bids must be received in the Purchasing Division no later than 2:00 p.m. on the opening date specified. Late Bids will not be accepted. Please allow additional time for traffic and parking. This Checklist is for informational purposes only, it is not necessary to return.**

BID SHEETAUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

In accordance with the General Conditions, Special Instructions to Bidders, Specifications and Requirements, the undersigned bidder offers the following:

GROUP 1 (ITEMS 1 THRU 7)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #84084 DESCRIPTION	UNIT PRICE	TOTAL PRICE
1a.	16 Each	Dual camera (color/monochrome) with infrared illuminator	\$_____/Ea.	\$_____
		MANUFACTURER OFFERED: _____		
		MODEL OFFERED: _____		
		- OR -		
1b.	16 Each	Dual camera (color/monochrome) with infrared illuminator and integrated ALPR engine	\$_____/Ea.	\$_____
		MANUFACTURER OFFERED: _____		
		MODEL OFFERED: _____		
2.	16 Each	Camera specific cables	\$_____/Ea.	\$_____
3.	16 Each	Camera brackets and mounting hardware.	\$_____/Ea.	\$_____
4a.	16 Each	ALPR engine/processor with one video input	\$_____/Ea.	\$_____
		MANUFACTURER OFFERED: _____		
		MODEL OFFERED: _____		
		- OR -		
4b.	4 Each	ALPR engine/processor with four video inputs	\$_____/Ea.	\$_____
		MANUFACTURER OFFERED: _____		
		MODEL OFFERED: _____		

NAME OF COMPANY: _____

BID SHEET
(Continued)**AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS**
(NON-SHELTERED MARKET)**GROUP 1 (ITEMS 1 THRU 7) (Continued)**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #84084 DESCRIPTION	UNIT PRICE	TOTAL PRICE
5.	1 Each	ALPR back office software (central database) – One time purchase	\$_____/Ea.	\$_____
6.	4 Each	DC power supply with four outputs (or more)	\$_____/Ea.	\$_____
7.	16 Each	Additional materials (ex.: coax or CAT5e cable, PVC conduit, fittings, connectors, signal converters, etc.) (per camera)	\$_____/Ea.	\$_____
GROUP 1 TOTAL (ITEMS 1 THRU 7)				\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS**
(NON-SHELTERED MARKET)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #84084 DESCRIPTION	UNIT PRICE	TOTAL PRICE
GROUP 2 (ITEM 8)				
8.	16 Each	Installation labor (per camera) (Approximately 3 Hours)	\$ _____/Per Hr.	
		Total Installation Labor Cost (multiply per hour cost X 3)		\$ _____
		GROUP 2 TOTAL (ITEM 8)		\$ _____
GROUP 3 (ITEM 9)				
9.	16 Each	Extended Warranty; Hardware and Maintenance Support per Camera 1 Year (after warranty expiration)	\$ _____/Ea.	\$ _____
		GROUP 3 TOTAL (ITEM 9)		\$ _____

Delivery of equipment should not exceed seven (7) calendar days of the receipt of Purchase Order for each park separately. Delivery MUST be FOB destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Installation of ALPR System for each Park shall be ten (10) calendar days from issuance of Notice to Proceed (exclusive of delivery time).

Please indicate if delivery will be made by: Common Carrier _____
 Company Vehicle _____
 Other _____

Bid results will be posted to the Broward County Purchasing website at
www.broward.org/purchasing/solicitationresults.htm.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to
 the terms and conditions of the Invitation for Bid.

BID SHEET
(Continued)

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

INSURANCE EXCEPTION REQUESTS:

In accordance with Paragraph 5.5 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ☐ OR RECYCLED ☐ (CHECK THE APPLICABLE BOX).
IF RECYCLED, WHAT PERCENTAGE _____%

PRODUCT DESCRIPTION: _____

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?

YES ☐ NO ☐

SPECIFY: _____

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES ☐ NO ☐

SPECIFY: _____

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

ACCEPTANCE OF CREDIT CARDS:

The County is considering making faster payments to our vendor community, in doing so we would prefer to make payment using Visa credit card.

Would your company accept Visa credit card as payment from Broward County? YES ☐ NO ☐

NAME OF COMPANY: _____

BID SHEET
(Continued)**AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS**
(NON-SHELTERED MARKET)**FOR OPEN-END CONTRACT:**

If vendor accepts credit card as payment, vendor agrees to provide the using agency, on no less than a quarterly basis, a transaction report documenting all order quantities for each item purchased and delivered under the contract during the reporting period. YES ☐ NO ☐

ELECTRONIC PAYMENT:

Would your company accept payment from Broward County by Electronic Funds Transfer (EFT)? YES ☐ NO ☐

PREFERENCES:

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE? YES ☐ NO ☐
DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE? YES ☐ NO ☐

OTHER GOVERNMENT ENTITIES:

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

☐ YES ☐ NO

VENDOR FAX # _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

☐ YES ☐ NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

☐ YES ☐ NO

ADDENDA:

LIST BELOW ALL ADDENDA (IDENTIFIED BY NUMBER) THAT YOUR COMPANY HAS RECEIVED AND HEREBY ACKNOWLEDGES SINCE ISSUANCE OF THIS BID:

NOTICES TO BIDDER:

1. PLEASE COMPLETE APPLICABLE INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB). IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
2. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: _____

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**

THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE BID; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

License/Certification/Registration

Years

1A. What business are you in? _____

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete any work awarded to you? If so, where and why?

- 3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

NAME OF COMPANY: _____

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.3. _____
(Name) (Address) (Phone No.)

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

<u>NAME OF PROJECT</u>	<u>OWNER & PHONE NO.</u>	<u>TOTAL CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s). Include the name of the subcontractor(s) and the approximate percentage of work.

The foregoing list of subcontractor(s) may not be amended after award of the Contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld. If the subcontractor(s) is a County Disadvantaged Business Enterprise (CDBE), prior written approval must also be obtained from the Director, or designee, of the Small Business Development Division (SBDD).

NAME OF COMPANY:

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

8. What equipment do you own that is available for the work?

9. What equipment will you purchase for the proposed work?

10. What equipment will you rent for the proposed work?

11. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

12. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

12.1 The correct name of the Bidder is _____

12.2 The business is a (Sole Proprietorship) (Partnership) (Corporation) _____

12.3 The address of principal place of business is _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

- 12.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

- 12.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

- 12.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

- 12.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

- 12.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last three (3) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

- 12.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

- 12.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

- 12.11 Under what conditions does the Bidder request Change Orders.

NAME OF COMPANY: _____

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

REQUIREMENTS SPECIFICATION FOR ALPR SYSTEM

1. INTRODUCTION

1.1 Purpose

The purpose of this document is to describe the specifications of an ALPR (automatic license plate recognition) system to be used by the Broward County Parks and Recreation Division.

1.2 Project Scope

The ALPR system will collect the following information about vehicles entering and leaving County parks:

- License plate data
- Date and time of the entry and exit
- Overview color picture (to identify make and model)

The system will allow data correlation with law enforcement and marketing databases.

2. OVERALL DESCRIPTION

2.1 Product Perspective

The system must have an architecture consisting of: ALPR cameras, color overview cameras, IR illuminators, ALPR hardware/software, application/database server, client software.

Each park location will have up to four ALPR camera / color camera modules (for up to three entry lanes and one exit lane).

ALPR information (and the corresponding color picture overview) will be stored by a centrally located database server.

All park locations are connected by T1 frame relay links to a central location.

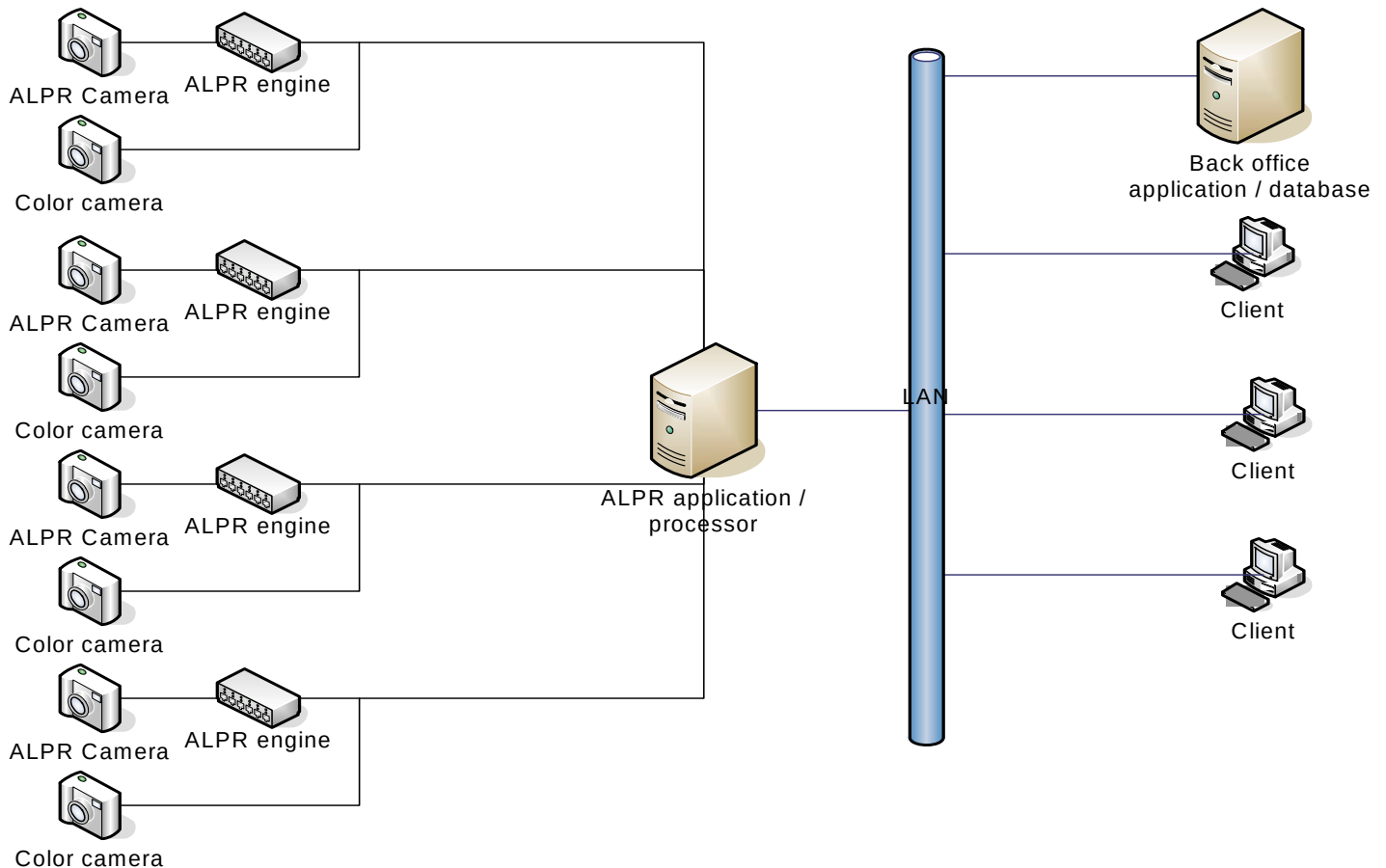
(The following diagram is intended for illustrative purposes only).

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

2. OVERALL DESCRIPTION (Continued)



ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. BROWARD COUNTY RESERVES THE RIGHT TO BE THE SOLE JUDGE OF WHAT IS EQUAL AND ACCEPTABLE. BIDS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS ARE SUBJECT TO REJECTION.	
------	------------------------------	--	--

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
1.	<u>THE SYSTEMS MUST PERFORM THE FOLLOWING MAJOR FUNCTIONS:</u>			
1.1	Read license plate information from moving vehicles.	☐	☐	_____
1.2	Store the information in a database along with a date and time stamp and a color overview image of the vehicle.	☐	☐	_____
1.3	Allow database searches by license plate, date, time and camera location.	☐	☐	_____
1.4	Verify license plate information against a customizable "hot-list".	☐	☐	_____
1.5	Generate reports.	☐	☐	_____
1.6	Export license plate information into a text file.	☐	☐	_____
2.	<u>OPERATING ENVIRONMENT:</u>			
2.1	The client portion of the system must operate on computers running the Microsoft Windows XP operating system.	☐	☐	_____
2.2	The server portion of the system must be able to operate on Dell PowerEdge servers.	☐	☐	_____
3.	<u>USER DOCUMENTATION:</u>			
3.1	The system must have user manuals and system administrator manuals in a PDF format.	☐	☐	_____

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
4.	<u>ASSUMPTIONS AND DEPENDENCIES:</u>			
4.1	The system must be able to export data into a format accepted by similar ALPR systems used by law enforcement agencies.	☐	☐	_____
5.	<u>SYSTEM FEATURES:</u>			
5.1	<u>General Software Requirements:</u>			
5.1.1	Must be a non-proprietary system that uses industry-standard architecture(s).	☐	☐	_____
5.1.2	The server part of the system must run on Microsoft Windows Server 2003 operating system or later.	☐	☐	_____
5.1.3	The database software must be Microsoft SQL Server 2005 or higher, Oracle 10g or higher or MySQL.	☐	☐	_____
5.1.4	The system must be able to export user and data to other applications (in file formats such as CSV, XLS etc.).	☐	☐	_____
5.1.5	Must provide a system administrator the ability to modify and design reports.	☐	☐	_____
5.1.6	Software must be able to store and retrieve captured images over frame relay data communication lines (T1).	☐	☐	_____
5.1.7	All the software modules must integrate with each other.	☐	☐	_____
5.1.8	System allows authorizations and passwords to be administered according to a pre-defined client profile or user-role that determines which tables, screens, processes, etc. a person is permitted to access.	☐	☐	_____

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
5.	<u>SYSTEM FEATURES: (Continued)</u>			
5.1	<u>General Software Requirements: (Continued)</u>			
5.1.9	System is password protected.	☐	☐	_____
5.1.10	Passwords must meet customer's password complexity requirements.	☐	☐	_____
5.1.11	Users can change their own password at any time.	☐	☐	_____
5.1.12	Passwords are saved in encrypted format in the system database or in a Microsoft Active Directory database.	☐	☐	_____
5.1.13	Passwords cannot be read by anyone - not even by the system administrator. If a user forgets their password, a new password will be assigned.	☐	☐	_____
5.1.14	Password is not displayed while being typed.	☐	☐	_____
5.1.15	The system must have a recognition accuracy of over 90% for Florida's standard tag at the date the contract is awarded. (During daylight, for clean, unobstructed license plates) As of 10/16/08 the standard tag can be reviewed on the State of Florida Department of Highway Safety and Motor Vehicles web site: http://www.flhsmv.gov/dmv/newtag.html .	☐	☐	_____
5.1.16	The system must be able to read and recognize license plates from vehicle traveling at speeds of up to 40 mph.	☐	☐	_____ —
5.1.17	The system must be able to read and recognize license plates under day and night conditions.	☐	☐	_____ —
5.1.18	The system must recognize all types of Florida license plates and should recognize all other states' plates.	☐	☐	_____ —

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
5.	<u>SYSTEM FEATURES: (Continued)</u>			
5.2	<u>Hardware Requirements:</u>			
5.2.1	Camera enclosures must be waterproof and conform to the IP67 standard.	☐	☐	_____
5.2.2	Cameras must be able to operate in an environmental temperature range of 30°F to 120°F.	☐	☐	_____
5.2.3	Cameras must withstand sustained winds of up to 100 mph.	☐	☐	_____
5.2.4	ALPR camera video output signal must conform to EIA / CCIR.	☐	☐	_____
5.2.5	Color camera video output signal must conform to NTSC / PAL.	☐	☐	_____
5.2.6	Operating voltage for the cameras must be between 12V DC and 24V DC or 110V AC.	☐	☐	_____
6.	<u>EXTERNAL INTERFACE REQUIREMENTS:</u>			
6.1	<u>User Interfaces:</u>			
6.1.1	The client part of the system must be able to function on computers running Microsoft Windows XP or newer operating systems.	☐	☐	_____
6.2	<u>Hardware Interfaces:</u>	☐	☐	_____
6.2.1	The system should be able to export license plate information to other systems (such as POS) using RS-232 or RS-485 protocols.	☐	☐	_____

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
6.	<u>EXTERNAL INTERFACE REQUIREMENTS: (Continued)</u>			
6.3	<u>Software Interfaces:</u>			
6.3.1	The software should be able to export license plate information to other systems using text files (or other file formats).	☐	☐	_____
6.3.2	The software must be able to exchange data with other applications using standard data exchange protocols.	☐	☐	_____
6.4	Communications Interfaces:			
6.4.1	The client/server components of the system must communicate using the TCP/IP protocol.	☐	☐	_____

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
(NON-SHELTERED MARKET)

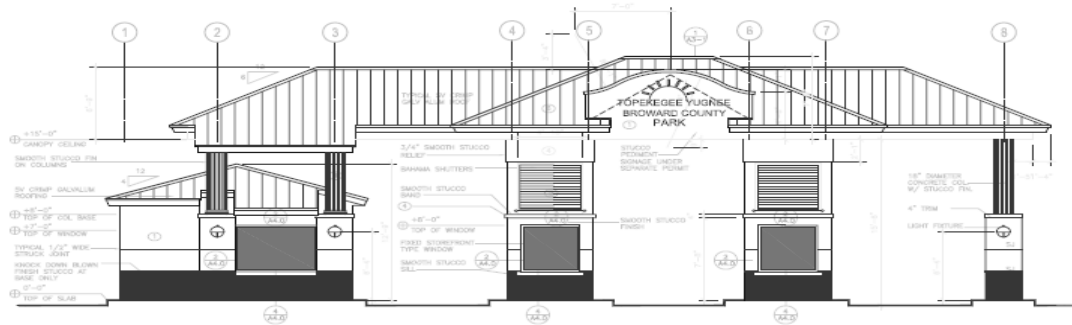
SITES FOR ALPR INSTALLATION

BRIAN PICCOLO PARK	9501 Sheridan St. Cooper City, FL 33024 954-437-2600
C. B. SMITH PARK	900 N. Flamingo Rd. Pembroke Pines, FL 33028 954-437-2650
CENTRAL BROWARD REGIONAL PARK	3700 N. W. 11 TH Place Lauderhill, FL 33311 954-321-1170
MARKHAM PARK	16001 W. State Rd. 84 Sunrise, FL 33326 954-389-2000
QUIET WATERS PARK	401 S. Powerline Rd. Deerfield Beach, FL 33442 954-360-1315
TOPEEKEEGEE YUNGEE (TY) PARK	3300 N. Park Rd. Hollywood, FL 33021 954-985-1980
TRADEWINDS PARK	3600 W. Sample Rd. Coconut Creek, FL 33073 954-968-3880
TREE TOPS PARK	3900 SW 100 Ave Davie, FL 33328 954-370-3750
VISTA VIEW PARK	4001 SW 142 nd Ave. Davie, FL 33330 954-370-3792

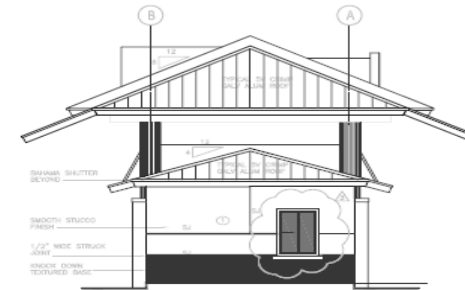
ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

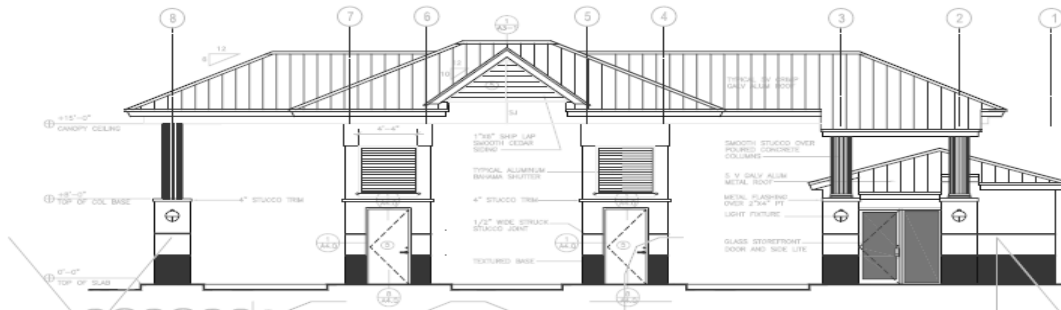
AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS



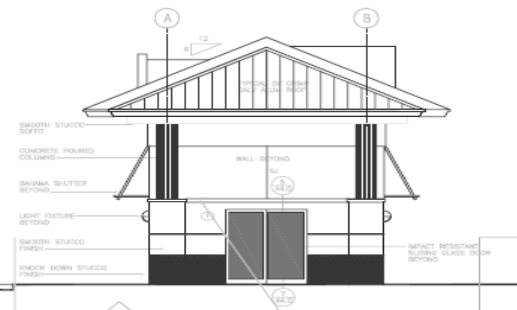
1 NORTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



3 SOUTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



4 SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"

THIS PLAN CONFORMS TO
FBC 2004 EDITION

EXTERIOR
ELEVATIONS

G-A-2.0

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS (NON-SHELTERED MARKET)



ATTACHMENT "B"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

 (Vendor Signature)

 (Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009,
 by _____

(Name of person who's signature is being notarized)

as _____ of _____
 (Title) (Name of Corporation/Company),

known to me to be the person described herein, or who produced _____
 (Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

 (Signature)

 (Print Name)

My commission expires: _____

ATTACHMENT "C"COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE
Supplement Form 2007 – 1**LETTER OF INTENT****To Utilize a Community Disadvantage Business Enterprise (CDBE)
Subcontractor/Subconsultant**From: _____
(Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: _____

In response to Broward County's RLI/Bid No. _____, the undersigned hereby agrees to utilize the CDBE firm listed below, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of Firm: _____
(Proposed CDBE Subcontractor/Subconsultant)Work Assignment: _____
_____Percentage of Prime's Contract Fees to be awarded: _____
(Dollar Amount or Percentage %)_____
(Signature of Owner or Authorized Rep.)_____
(Date)

Subscribed and sworn to before me this _____ day of _____ 200_____.

(Notary's Signature)_____
(Notary Seal)**(ACKNOWLEDGEMENT BY THE PROPOSED CDBE FIRM)**

The undersigned intends to perform work in connection with the above Contract as (check one) _____ an individual _____ a partnership _____ a corporation _____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.)_____
(Date)

Subscribed and sworn to before me this _____ day of _____ 200_____.

(Notary's Signature)_____
(Notary Seal)

SBDD Compliance Form 2007-1

ATTACHMENT "D"

COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE
Supplement Form 2007 - 3

SCHEDULE OF (CDBE) PARTICIPATION

(Submit this form with an executed Letter of Intent from each CDBE firm listed in this form)



Bid/RLI/RFP #:	Project Location:		Date Form Submitted:		
Project Name:			Project Start Date:		
Prime Contractor:	Address:				
Contact Person:	Telephone #:	Fax #:			
CDBE Subcontractor	CDBE Expiration date	Address	Phone	Type of Work to be Performed	Sub-contract Amount (Agreed Price (\$) or Percentage (%))
Total CDBE Participation					
Total Contract Amount					%
(Total amount allocated to CDBEs divided by Total Contract Amount)					

	Total amount allocated to CBDEs divided by Total Contract Minority
The listing of a CBDE shall constitute a representation by the bidder/responder to Broward County that such CBDE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Small Business Development Division and that submission of said information is an assertion of its accuracy, per the requirements of the Small Business Development Program.	

I certify that the above information is true to the best of my knowledge:

Signature:

Title:

Date: _____

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

SBDD COMPLIANCE FORM 2007-3

ATTACHMENT "E"COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE
Supplement Form 2007 - 4**CDBE
UNAVAILABILITY REPORT**

RLI/BID NO. _____

(NAME OF PRIME CONTRACTOR) (ADDRESS) (TELEPHONE NO.)

The undersigned representative of the Prime Contractor personally appeared before the undersigned officer authorized to administer oaths who after being duly sworn states that the undersigned has contacted the CDBEs listed below and that said CDBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that the following information regarding CDBE subcontractors is true and correct to the best of his/her knowledge:

1. The following CDBE contractors were invited to bid subcontract work, but were not available to work. (Attach list if necessary.)

Name_____

2. The following CDBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Attach list if necessary.)

Name_____

3. The following CDBE contractors submitted bids which were not the low acceptable bids. (Attach list if necessary.)

Name_____

If you did not get any responses to your solicitation of CDBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Signature: _____

Title: _____

Date: _____

SBDD Compliance Form 2007-4

ATTACHMENT "F"
CERTIFICATION OF VENDORS PROVIDING
BENEFITS FOR DOMESTIC PARTNERS

The undersigned vendor hereby certifies that its employee benefits policies are in compliance with Broward County Ordinance #1999-03, as amended by Broward County Ordinance #1999-18, as follows:

A. Vendor's employee benefits program includes the following minimum standards:

1. Any vendor's employee who is a party to a domestic partnership relationship is entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any other vendor's employee may elect insurance coverage for his or her spouse or dependents. A vendor's employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, extends to all forms of insurance provided by the vendor to the spouses and dependents of vendor's employees.
2. Any vendor's employee who is a party to a domestic partnership relationship is entitled to use all forms of leave provided by the vendor including, but not limited to sick leave and annual leave to care for his or her domestic partner or the dependent of the domestic partner as applicable.
3. All other benefits available to the spouses and dependents of vendor's employees are made available on the same basis to the domestic partner, or dependent of such domestic partner, of a vendor's employee who is party to a domestic partnership relationship.
4. It is within the vendor's discretion as to what benefits are provided to its employees and whether vendor's employees who are party to a domestic partnership relationship must be registered in accordance with Broward County Ordinance No. 1999-03, as amended, in order to be eligible for access to employee benefits.

B. The vendor's domestic partnership eligibility criteria are substantially equivalent to the following:

1. Each domestic partner is at least 18 years old and competent to contract.
2. Neither domestic partner is married nor a partner to another domestic partnership relationship.
3. The domestic partners are not related by blood.
4. Consent of either domestic partner to the domestic partnership relationship has not been obtained by force, duress, or fraud.
5. Each domestic partner agrees to be jointly responsible for each other's basic food and shelter.

 (Vendor signature)

 (Print vendor name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____,
 by _____ as _____
 of _____ (Name of person whose signature is being notarized) (Title)
 of _____ (Name of Corporation/Entity), known to me to be the person described
 herein, or who produced _____ as identification, and who did/did not take an oath.
 (Type of Identification)

NOTARY PUBLIC:

 (Signature)

 (Print name)

State of _____ at Large (SEAL)

My commission expires: _____

ATTACHMENT "G"**Insurance Request for CCTV Installation**

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY / GARAGE LIABILITY ☒ Commercial General Liability ☒ Premises-Operations ☐ Explosion & Collapse Hazard ☐ Underground Hazard ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$500K	\$1000K
	Personal Injury		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$500K	
		VENDOR RESPONSIBLE FOR	
☐ POLLUTION & ENVIRONMENTAL LIABILITY	Max Ded. \$		\$
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	☒ STATUTORY		
		(each accident)	\$100K MIN
☐ PROFESSIONAL LIABILITY - E&O Subject to waiver unless, nature / scope of work and design specification require profession liability.	Max. Ded. \$100K	VENDOR RESPONSIBLE FOR DEDUCTIBLE	\$1,000K
☐ PROPERTY COVERAGE / ALL RISK	Max. Ded. \$	VENDOR RESPONSIBLE FOR DEDUCTIBLE	Agreed value
			Replacement Cost
☐ If project greater than \$50k - installation floater required for replacement of material, equipment, installation. All risk, agreed value. If applicable.	Maximum Deductible	\$ 10K deductible	Agreed value
	VENDOR RESPONSIBLE FOR DEDUCTIBLE		
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			

Description of Operations/Locations/Vehicles. Certificate must show on general liability and excess liability Additional Insured: Broward County Board of County Commissioners, Broward County, Florida. Also when applicable certificate should show B.C.B.C.C as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI, RFP, and project manager on COI.

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder;

Name & Address of Certificate Holder
 Broward County Board of County Commissioners
 Purchasing Division, RM 212
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 RE: (H. Williams, Parks)

Digitally signed by Dawn Mehler
 DN: cn=Dawn Mehler, o=BS, c=United States
 email=Dawn.Mehler@broward.org
 Date: 2008.02.04 14:07:12 -0500

Dawn Mehler
 Risk Management Division
 2/8/08