

Our Mission Statement
To be the nation's premier community in which to
live, work, and raise a family.

DATE: DECEMBER 15, 2009

RFP NO. 09-A-141

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

RED LIGHT RUNNING CAMERA ENFORCEMENT SYSTEM

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, January 27, 2010. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

A Pre-Bid Conference will be held on Thursday, January 7, 2010, at 10:00 a.m. in the City Commission Chambers of City Hall, 9551 West Sample Road, Coral Springs, Florida 33065. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquiries.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Angelo Salomone
Purchasing Administrator

CITY OF CORAL SPRINGS, FLORIDA • DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

I. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on Thursday, January 7, 2009, at 10:00 a.m. in the City Commission Chambers of City Hall, 9551 West Sample Road, Coral Springs, Florida 33065. The purpose of the Pre-Proposal Conference is to discuss the contents of this Request for Proposals and Offeror's inquiries.

II. STATEMENT OF THE WORK

A) Purpose/Objective

The City of Coral Springs has issued this Request for Proposal (hereinafter, "RFP") with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to implement a **Red Light Running Camera Enforcement System** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Contractor".

If awarded, a contract to provide these services will be effective on the date contract is approved by the City Commissioners. The anticipated contract term will be for the period of three (3) years. Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) additional terms of two (2) years each. As is more fully explained in this RFP, an award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

The City seeks a red light enforcement system using cameras for the benefit of the public safety and interests, said services being provided in accordance with the controlling provisions of law. The services shall be provided in two (2) phases with the first phase being an evaluative and analytical phase which is non-compensated and the second phase, if the evaluation and analysis results in the conclusion that services should proceed forward shall be an operational and compensated red light enforcement system. See Attachment "A", Scope of Services, for more information.

III. SCOPE OF SERVICES

See Attachment "A".

IV. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services proposed inclusive. Include details of your approach and work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Red Light Running Camera Enforcement Systems will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3 References

The Proposers must provide three references from government entities in which it is currently doing business. The references must be of Red Light Photo Enforcement programs. **The Proposer must identify all government entities in Florida with which it has an agreement at the time of submission.** For each Florida governmental entities provide the following information:

1. Governmental entity's contact person and information
2. Length of time the Agreement has been in place
3. Number of cameras operational within the governmental entity as of the date of submittal of the RFP

The City has the right to contact any of the references and consider them in its review of the Proposer.

4. Financial Statement

Proposers must provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project. **Recognizing the substantial capital required to support this type of program, only Proposers with a history of profitability will be considered.**

Proposers should submit information that is responsive to this item but which may be disclosed as a public record.

If a Proposer is selected, it must be willing to provide additional information to the City prior to entering into an Agreement in order for the City to verify the financial ability of the Proposer to provide the contracted services, including security to the City

5. Financial Return To City

Proposers must provide a clear and concise breakout of anticipated revenues to be received by the City and project costs to include installation, maintenance, training, support as well as the actual hardware. This should include a description of how payments will be made to the City.

The proposal must also set forth the responsibilities for which the Proposer would have the City be responsible, and how costs associated with those responsibilities will be recovered.

6. Installation Time Frame

It is the desire of the City to begin implementation of this program in a timely manner. Explain how long installation and training will take in order to meet that goal.

7. Proposal Copies

Submission of seven (7) copies of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Angelo Salomone, Purchasing Administrator.

8. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

V. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

The Evaluation Committee will review proposals using the weighted criteria listed below as a general method to arrive at a ranking for each firm in relation to all proposers.

	<u>WEIGHT</u>
Scope of Services Proposed	20%
Firm Qualifications	30%
References	10%
Cost/Revenue to City	40%

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

VI. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	12/15/09
2. Pre-Proposal Conference	1/7/10
3. Opening of Proposals	1/27/10
4. Proposal Evaluations	1/28/10-2/26/10
5. Contract Negotiations	2/27/10-3/19/10
6. Award of Contract	4/6/10

CITY reserves the right to delay scheduled dates.

VII. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
 - (h) Proposal security if required by the Special Conditions to the Instructions to Offerors.

VIII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

IX. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO. 09-A-141
RED LIGHT RUNNING CAMERA ENFORCEMENT SYSTEM

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

- 2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

- 4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and

workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.
- 4.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand that meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with his Proposal complete, descriptive literature and/or specifications. The Offeror 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. The determination of equivalency shall rest solely with the CITY. If Offeror fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Proposal standards.

5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

- 6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coral Springs.

7. NON-COLLUSIVE AFFIDAVIT

- 7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. OCCUPATIONAL HEALTH AND SAFETY

- 9.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) and may be obtained from the manufacturer. The MSDS must include the following information:
- 9.1.1 The chemical name and the common name of the toxic substance.
 - 9.1.2 The hazards or other risks in the use of the toxic substance, including:
 - (a) The potential for fire, explosion, corrosivity and reactivity;
 - (b) 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
 - (c) The primary routes of entry and symptoms of overexposure.
 - 9.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
 - 9.1.4 The emergency procedure for spills, fire, disposal and first aid.
 - 9.1.5 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.
9.1.6 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.

9.2 Offeror warrants that the commodities supplied to CITY shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

10. CONFLICT OF INTEREST

10.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

11. PROPOSAL SECURITY, PAYMENT AND PERFORMANCE BONDS, INSURANCE

11.1 Proposal security and proof of insurance, when required by the Special Conditions, shall be submitted with the proposal as specified in the Special Conditions. After acceptance of the proposal, the Successful Offeror, when required by the Special Conditions, shall submit payment and/or performance bonds, certificated and/or policies of insurance in the manner, form and amount(s) specified in the Special Conditions.

12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

12.1 The following is a summary of documents, which are to be submitted by the Offerors:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.

13. SUBMISSION OF PROPOSALS

13.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All

corrections to prices made by the Offeror must be initialed.

- 13.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 13.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 13.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "**PROPOSAL FOR RED LIGHT RUNNING CAMERA ENFORCEMENT SYSTEM** THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 13.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 13.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not

prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

15. REJECTION OF PROPOSALS

- 15.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 15.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

16. AWARD OF CONTRACT

- 16.1 The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Offeror.
- 16.2 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

17. QUALIFICATIONS OF OFFERORS

- 17.1 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.
- 17.2 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

18. INSURANCE

- 18.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.
- 18.2 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and

specifically confirming the indemnification and hold harmless agreement in the Contract;

- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

- 18.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

- 18.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 18.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 18.6 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 18.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

18.8 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

18.9 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

19. INDEMNIFICATION

19.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

19.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

19.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

19.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

20. WARRANTIES

20.1 Warranty of Title: Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that Successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

- 20.2 Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.
- 20.3 Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 20.4 Successful Offeror warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 20.5 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 20.6 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

21. PERMITS, FEES AND NOTICES

- 21.1 Successful Offeror shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

22. TERMINATION FOR CAUSE AND DEFAULT

- 22.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

23. AUDIT RIGHTS

- 23.1 City reserves the right to audit the records of Successful Offeror at any time during

the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

24. ASSIGNMENT

24.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

24.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

25. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

26. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

27. ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a bidder is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the bidder.

If a bidder downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective bidder's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective bidder is provided to the prospective bidder. It is the responsibility of the bidder to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

**PROPOSAL FORM FOR RED LIGHT RUNNING CAMERA
ENFORCEMENT SYSTEM
RFP NO. 09-A-141**

**SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

RED LIGHT RUNNING CAMERA ENFORCEMENT SYSTEM

6. Offeror will complete the work as described in the RFP for the following price:

COST PROPOSAL PAGE

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

OPTION 1 – FLAT FEE STRUCTURE

The Contractor should propose an all-inclusive flat fee per month for each automated camera red light traffic enforcement system. For evaluation purposes, the City will assume 200 violations per approach per month. For cost/revenue evaluation purposes contractors can assume the City will implement systems at a minimum of 4 intersections with each having an anticipated 2 approaches monitored.

Fixed automated camera red light traffic enforcement system, three or four straight-through lanes in one direction and all turn lanes, if applicable.

\$ _____ each approach per month

OPTION 2 – FEE FOR ACTIONABLE ACTIVATION – FIXED FEE STRUCTURE

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

Actionable activation is defined as an activation of the automated camera red light traffic enforcement system that is approved by the City of Coral Springs Police Department for infraction issuance and for which payment is received.

\$ _____ each actionable activation

OPTION 3 – FEE FOR ACTIONABLE ACTIVATION – TIERED STRUCTURE

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

Actionable activation is defined as an activation of the automated camera red light traffic enforcement system that is approved by the City of Coral Springs Police Department for infraction issuance and for which payment is received.

Please provide your best Tiered Structure for actionable activation below:

Infraction 1 - ____ @ \$ _____ each actionable activation

Infraction ____ and above @ \$ _____ each actionable activation

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

8. Offeror accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

9. The following documents are attached to and made as a condition to this Proposal:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) Proposal Security if required by the Special Conditions to the Instruction to Offerors.
- (g) References
- (h) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.

10. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

11. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

12. The correct legal name of Offeror is: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____
Fax No.: _____
Social Security No. or Federal I.D. No.: _____

13. Communications concerning this Proposal shall be addressed to _____ at the following address:

Telephone No.: _____

Fax No.: _____

Submitted on _____, 200__.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day
of _____, 200__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____,
200__, by _____ who is personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200_.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 200__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200__.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 200__,
by _____ (Name), _____ (Title) of _____
(Name of Company) who is personally known to me
or who has produced _____ as identification and who did (did not)
take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ Day of _____, 200__,
by _____ (Name), _____ (Title) of
_____ (Name of Company) on behalf of the corporation,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with
law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT _____ (Name) The duly elected _____
_____ (Title of Officer) of _____ (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs
and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid,
Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its
own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the
foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall
be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting
from or growing out of honoring, the signature of any person so certified or for refusing to honor any
signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by
the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says
that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 201____, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:_____

The address of the principal place of business is:_____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization:_____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:_____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name)	(address)	(phone number)
--------	-----------	----------------

(name)	(address)	(phone number)
--------	-----------	----------------

(name)	(address)	(phone number)
--------	-----------	----------------

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. State the name and address of attorney, if any, for the business of the Offeror:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. State the name of Surety Company which will be providing the bonds if any bonds are required by the Instructions to Proposers, and name and address of agent:

16. Bank References:

BANK	ADDRESS
------	---------

17. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and any Subsidiary Compounds proposed for the contract.

(Use additional sheets if necessary)

18. List below the equipment, including type, year, and condition, that you propose for the contract.

(Use additional sheets if necessary)

19. Lawsuits (any_ pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.

- a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

- b. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

BIDDER (COMPANY NAME): _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

NUMBER OF YEARS IN BUSINESS: _____ YEARS

ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

DATE PRODUCTS SOLD: _____

2. COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

DATE PRODUCTS SOLD: _____

3. COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

DATE PRODUCTS SOLD: _____

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- _____ (a) Maintaining, defending, or settling any proceeding.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

RFP – 09-A-141
Red Light Traffic Signal Camera Enforcement System

ATTACHMENT “A”

SCOPE OF SERVICES

1. Background

The City of Coral Springs has a population of approximately 130,000 and is located in a high-density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, which exposes the citizens to the dangers of personal injury and property damage.

The City Commission is concerned with the inability to sufficiently enforce the state statute prohibiting running of red lights, due mainly to the requirement that enforcement of the state statute requires the personal observation of police officers, affecting the ability to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light.

The use of unmanned cameras to enforce toll violations on the state’s toll roads has been determined to be fair, reasonable and sufficient by the State of Florida in order to effectively enforce laws regulating the payment of tolls without the need to commit the extreme amount of personnel that would be necessary without the use of unmanned cameras.

The unmanned cameras will be effective in enforcing laws requiring vehicles to stop for red lights; therefore freeing City police personnel to respond to others, and sometimes more, significant incidents as well as serious crime.

Local governments in different parts of the state, including within Broward County, and the country have demonstrated the enhancement of vehicular and pedestrian traffic safety attributable to the integration of automated image capture technologies with traditional traffic law enforcement methodology.

State statutes grant municipalities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of police power, authority to regulate and monitor traffic by means of police officers and security devices.

The City of Coral Springs has home rule authority pursuant to Article VII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, to enact an ordinance making the failure to stop for a red light indication an infraction of the City’s Code of Ordinances, and to provide for enforcement of such infractions of the City’s Code of Ordinances through the use of the City’s Code Enforcement Special Magistrates.

The Attorney General's opinion 05-41, dated July 12, 2005, confirms the authority of a municipality to enact an ordinance making the failure to stop at a red light indication an infraction of the City's Code of Ordinances, to use unmanned cameras to monitor intersections in the City for such infractions of the City's Code, and to record the license tag numbers of vehicles involved in such infractions.

The Attorney General has opined that the City may not issue uniform traffic citations under the State Statutes to drivers for violations observed by the use of unmanned cameras and not otherwise observed by police officers.

In order to be consistent with state law and the Attorney General's opinion, the City will issue City Notices of Infraction to registered owners of vehicles, will not utilize the uniform traffic citation prescribed by Chapter 316, and will not prosecute offenses of its City ordinance through county court.

The City Commission finds it to be fair and reasonable to use the same procedure used by the state to enforce toll violations through unmanned cameras, to provide alleged violators with the opportunity to have a hearing within the City using the City's Code Enforcement Special Magistrates and the City's code enforcement procedures adopted pursuant to Chapter 162, Florida Statutes, and set forth in Chapter 1, Article V, City's Land Development Code.

The City Commission of the City of Coral Springs finds that implementation of the enforcement program will promote, protect and improve the health, safety and welfare of its citizens.

The City of Coral Springs has adopted Ordinance #2009-112 (Attachment "B") to enforce compliance with red lights through a photographic enforcement system. This system will present a cost effective method of gaining compliance. Infractions would be enforced more uniformly. This approach would allow already stressed manpower to be utilized where it is most needed. Red light infractions are among the most common factors in fatalities, injuries and motor vehicle collisions in the United States.

Phase I: Trial Period (Uncompensated):

The Proposer shall provide consulting services to the City regarding selection of appropriate locations for placement of red light enforcement equipment based upon traffic engineering principals, violation history, accident history, and input from the City. Proposer shall provide a written report to the City providing in rank order recommendations for camera locations within the City based upon the criteria set forth herein.

Upon accepting the report, the City will meet with Proposer to select the locations for the initial camera installations. No less than two (2) cameras shall be installed during this Phase. After the final camera required to be installed under this Phase is installed and operational, the Proposal shall administer the program for a two (2) month trial period ("Trial Period") at the selected locations. During this Trial Period, warnings shall be mailed, but notices of infraction will not be, nor will any

infractions of the City Code result in a fine.

During this Phase, the City may terminate the Agreement for convenience.

Phase II: Active Phase (Compensated)

Upon completion of the Trial Period, the City Commission will determine whether to terminate the program or proceed with the issuance of notices of infractions and fines. If a decision is made to proceed, the parties will agree on the date for such Phase to commence in order for notice to be provided to the public.

The City is soliciting qualified proposals for the implementation, administration and servicing of a red light camera program. The system will combine vehicle detection and digital imaging technology with a complete turnkey program for supplying, installing, powering, and maintaining the cameras including a back office infraction processing service with the ability to:

- a. Review images
- b. Access motor vehicle registration data
- c. Perform final quality control
- d. Print and mail notices, including the mailing of notices of hearing as required by the Ordinance
- e. Monitor disposition of notices
- f. Collect fines
- g. Provide adjudication support and services

This system should be accessible on the Internet by any user with a personal computer, an Internet connection, a web browser, and security authorization.

Municipalities within the State of Florida are currently experiencing difficulty obtaining permission and cooperation from the Florida Department of Transportation to employ this technology on state roads or rights of way or to use any portion of state-owned equipment such as the control boxes. Loops would, therefore, also be prohibited.

2. Technical Specifications

2.1 Red Light Camera System

Proposer shall provide and install all equipment including, but not limited to, poles, cabinets and related operational equipment at the selected intersection(s), including signage.

2.1.1 Explain why the Proposer's red light camera technology is the best solution for the City.

1. Does it detect more actual infractions?
2. Does it capture clearer images?
3. Does it convert more actual infractions into usable/ enforceable images?

- 2.1.2 Provide a list, with photos and dimensions of all major equipment (cameras, flash or lighting units, cabinets [including generally what the cabinets contain], what will be installed at a two approach, up to five lane intersection that may require both left and right turn monitoring. Strong preference will be given to systems that do not require additional cabinetry aside from that which houses the cameras. *All systems must be non-intrusive to roadway or transportation signal cabinetry.*
- 2.1.3 Does the system at any time photograph or image the driver of the vehicle?
- 2.1.4 Use of a high quality digital camera system with an output in excess of 3000 x 2000 pixels per image is required. Proposer must detail the image quality specifications and provide real sets of infraction image examples captured in daytime, nighttime, during inclement weather, and during times where sunlight is pointing in the direction of the camera.
- 2.1.5 The equipment should be capable of gathering traffic data for statistical analysis. Copies of sample reports shall be attached.
- 2.1.6 The equipment shall be capable of deployment in a wide range of operating conditions; e.g., heavy traffic volumes, adverse weather conditions, road surface configurations, etc., and across five moving lanes of traffic.
- 2.1.7 The equipment shall provide a reliable non-intrusive, non-physical connection to the red phase signal.
- 2.1.8 The system must provide at least three digital color still images of each violating event. The images must be taken so that the rear of the vehicle and license plate are captured. The first image shall capture the vehicle before the front wheels strike the legal infraction limit line. The second image shall capture the vehicle after the rear axle has crossed the crosswalk or legal limit line. The third one shall depict a close up of the license plate. Preference will be given for the ability to capture a short duration video of the infraction.
- 2.1.9 The camera system shall record data pertinent to each infraction at the time of capture.
- 2.1.10 Data shall be recorded in a flexibly configured data bar that is embedded with each scene, license plate and stop bar detection images that may be used to prove the infraction. The data bar shall include, but is not limited to, the following information for each infraction:
- a) Unique infraction identifier incorporating the City;
 - b) Location of infraction;
 - c) Date (MM/DD/YYYY);
 - d) Time of the infraction in 24 hour clock including hours, minutes and seconds;
 - e) Elapsed time between images;
 - f) Direction of travel;
 - g) Traffic signal phase;
 - h) Time into the red phase displayed in thousandths of a second;

- i) Duration of the prior amber phase;
- j) Vehicle lane of travel;
- k) Camera ID; and
- l) Frame sequence number.

- 2.1.11 Explain how the image and infraction data is secured and transmitted to the processing center.
- 2.1.12 Explain how the proposed system can compensate for the effects of license plate covers.
- 2.1.13 Explain how the proposed system can compensate for the effects of reflective material on license plates.
- 2.1.14 The system must provide an ancillary video system as supporting information to the infraction provided by the still images. The video must be full motion at the rate of 30 frames per second or greater and allow aperture adjustment.
- 2.1.15 Each imaging unit's operation shall be microprocessor controlled and fully automatic.
- 2.1.16 The Camera System shall be capable of on-site or remote activation and maintenance support.
- 2.1.17 The Camera System shall perform self-test on set-up; simulate an infraction being recorded for testing; communicate error messages; record date and time of system shutdown in the event of a malfunction.
- 2.1.18 The Camera System shall allow a malfunction to be easily identified and debugged on-line.
- 2.1.19 The Camera System shall record event-specific evidence to substantiate multiple, simultaneous and/or concurrent infractions occurring during any red signal phase (Sample infraction images to demonstrate this capability are required as part of this proposal.)
- 2.1.20 System shall provide 24/7 "live" intersection monitoring and viewing capabilities.
- 2.1.21 All camera system component operations must be synchronized to a single, standard, independent, external and verifiable time and date source.
- 2.1.22 The selected Proposer must propose more than one vehicle detection method (In-ground loops will not be considered.) Explain the vehicle detection methods that can be used by the proposed system, including the benefits and limitations of each (if more than one is offered.
- 2.1.23 Red light camera enclosures must be tamper proof and vandal proof.
- 2.1.24 Preference will be given to systems that require the least infrastructure at the intersection.

- 2.1.25 Red light camera enclosures must be as small as possible and use as little power as possible. State the size of the red light camera system enclosure and the normal power draw of the system, including the power usage during the flash phase.
- 2.1.26 Red light camera enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.
- 2.1.27 Proposer shall state installation and construction times for a generic intersection, as well as how power is provided to the equipment.
- 2.1.28 The Proposer's system shall be able to simultaneously monitor traffic in up to six lanes.
- 2.1.29 In addition to monitoring straight-through infractions, the system shall be capable of detecting and recording evidence of left and right turn infractions, regardless of vehicle speed (please reference program). Explain how your system captures illegal right-turn-on-red movements.
- 2.1.30 The Proposer shall be responsible for installing temporary signage to provide notice when an intersection camera will begin enforcing red light violations, and permanent signs to advise drivers that the approaching intersection is enforced with red light cameras. ***A representation of both signs should be included in the Proposal.***

2.2 Infraction Processing

- 2.2.1 Explain why the Proposer's infraction processing system is the best choice for the City.
- 2.2.2 There shall be no requirement to install Proposer processing software on City owned/ maintained IT systems.
- 2.2.3 Proposer's infraction processing system shall allow the City a detailed view into all of the information related to the program.
- 2.2.4 All access to the infraction processing system for the purpose of preprocessing evidence, police authorization, notice printing, payments tracking, and generation of court evidence packages shall be Internet enabled and shall be available 24/7 for authorized users.
- 2.2.5 The infraction processing system shall provide the following functions;
- Web-enabled access and operation;
 - Secure user log-in and access;
 - Automatic presentation of images and data captured by the camera system onto review PC's;
 - Easy review of infraction evidence against regulations;

- e) Ability to both “play” full motion video and view multiple scene and plate images;
- f) Ability to view each image as a full screen enlargement with a single click;
- g) Ability to view all original images;
- h) Ability to “crop” a license plate image area from the optimal license plate image in the multiple-image license plate set to establish vehicle ID, and subsequently print the cropped plate area image to the notice;
- i) Ability to “accept” or “reject” infraction sets and record rejection reasons;
- j) Ability to generate printed warning letters (during the first 30 days of the program at the City’s discretion);
- k) Ability to automatically generate printed infraction notices;
- l) Ability to store and archive all processed infraction evidence into a secured database;
- m) 24/7 ability to access any stored infraction image from the system’s database subject to agreed archive rules;
- n) 24/7 ability to request and immediately view Court Evidence Package image sequences displayed as video or as individual high resolution still shots, or send images to print locally;
- o) 24/7 ability to immediately request, view and print both standard and user-defined reports;
- p) Secured Access Control and automatically generated Electronic Audit Trails; and
- q) Encryption and decryption management.

2.2.6 Proposer’s system shall be capable of:

- a) Preparing and mailing one notice letter for all chargeable infractions to vehicle owners.
- b) Preparing and mailing a second notice for any infractions that remain unpaid as of their due date.
- c) Upon notification by City, preparing and mailing Notices of Hearings to violators that request an appeal, which must be sent in accordance with the requirements of the City’s ordinance.
- d) Preparing and mailing orders upon the conclusion of an appeal.

2.2.7 Infractions for which registered owner data is available shall normally be issued within 7 business days after police review of the incident. Initial notice letters described in Section 3.2.6(a) shall not be sent until Proposer is advised to do so by the City.

2.2.8 Explain system for obtaining vehicle ownership information so that Notices of Infractions are sent accurately and reliably to registered owners of vehicles committing infractions, and the role, if any, of the City in obtaining or confirming that ownership information.

2.3 Statistical Analysis and Reporting Systems

2.3.1 Systems with the capacity to produce statistical analysis of camera location and operations will be preferred; including, at minimum:

- a) Hours of use per camera by operational site;

- b) Results achieved by each camera by site;
- c) Offenses recorded by site; and
- d) Traffic counts by lane, date and hour.

2.3.2 The Proposer's Processing system shall be capable of immediately generating operations reports 24/7 including:

- a) Number of infractions recorded;
- b) Count of infractions where notices not prepared;
- c) Notices prepared and mailed; and
- d) Status of notices issued (outstanding, canceled, reissued and so forth).

2.3.3 The Proposer system shall also supply reports of:

- a) Camera equipment hours of service and hours lost; and
- b) Number and description of camera or other equipment malfunctions.

2.3.4 The Proposers system shall be capable of providing Infraction and Traffic Statistics as follows:

- a) Real-time traffic volume and vehicle counts; and
- b) Real-time infraction graphs and chart by:
 - i) individual lane;
 - ii) time of day; and
 - iii) day of week.

2.3.5 Preference will be given to systems, that can analyze results obtained from each camera location to show the prosecutable image rate (e.g., the number of notices issued compared to the number of infractions captured) and the traffic count statistical information.

2.3.6 Preference will be given to systems that have online reporting capability in real time; and allow the Proposer to provide the City with a monthly activity report within ten (10) days following the end of the month.

2.3.7 The monthly report shall indicate the following:

- a) The number of events detected, notices/infractions issued and prosecutable image rate by location and in total;
- b) The total number of infractions that occurred and percentage of total vehicle traffic by lane; and
- c) The total number and percentage of rejected images by reason.

2.4 Image Transmission Security and Data Storage

2.4.1 Proposer must provide for image and data security that shall prevent unauthorized persons from accessing the camera images and databases and tampering with images (explain methodology)

2.4.2 The Proposer must comply with all public records retention requirements of Florida law. The response must contain the Proposer's records retention practices and acknowledgement that the Proposer is knowledgeable as to Florida requirements and that its practices comply with such.

2.4.3 Proposer shall provide an evidence package for any contested infractions. The package shall consist of:

- a) All issued and disputed notices to the party;
- b) A infraction history report;
- c) A correspondence file; and
- d) A payment history.

2.4.4 Proposer will maintain a proper chain of evidence that meets the needs of City, and hearing officers and court functions.

2.4.5 Proposer will provide a qualified expert witness who is knowledgeable on the theory, operation and functional capabilities of the red light camera unit.

2.5 Maintenance, Support and Training

2.5.1 All maintenance of camera, video, sensors, computer and related equipment shall be the responsibility of the Proposer. This shall include provisions of electricity or other sources of power to the equipment at Proposer's expense.

2.5.2 Proposer shall guarantee to repair or replace any inoperable equipment within 72 hours of detection by the Proposer or notification by the City.

2.5.3 Describe the proposed standard process for how often the cameras systems will be visited for maintenance and inspection. Explain what occurs during a maintenance and inspection visit.

2.5.4 Proposer must provide ongoing training support for their product.

2.5.5 Provision of hands-on training as necessary to personnel as required by the City.

2.5.6 Proposer shall furnish training materials.

2.6 Operations and Public Awareness

2.6.1 Describe the Project Management Approach and how it will ensure a successful project for the City.

2.6.2 Present the skills and qualifications of the Project manager candidate and the team surrounding that candidate.

- 2.6.3 Present the proposed time-line that will allow the program to become operational for the two (2) month introductory period on or before May 1, 2010, and for the issuance of actual notices of infraction and imposition of fines by July 1, 2010.
- 2.6.4 Describe the extent of the City staff's involvement in the project. Provide a list of City requirements.
- 2.6.5 Proposer will provide the content and design of a public education program and associated materials to be funded by the City.
- 2.6.6 Proposer will support the City by training staff on how to present the Proposer's systems at public seminars or presentations. The Proposer will provide staff for public forums as necessary.

2.7 Fees and Scope of Work for Pricing

- 2.7.1 The price proposal shall be based on the implementation of a minimum of four (4) intersection approaches for a term of 3 years with the option to extend the contract for two additional two - two year terms. For comparative purposes, it shall be based on the Scope of Services indicated.
- 2.7.2 Proposer shall provide a project manager for the project as the single point of contact of the City.
- 2.7.3 Proposer shall provide intersection design and installation plans for review and approval by the City, and Broward County Traffic Engineering if applicable. Proposer is responsible for processing all applications with government entities whose approvals are required for an installation
- 2.7.4 Proposer shall install and maintain installed cameras.
- 2.7.5 Proposer shall be responsible for loading, optimizing, and license plate data entry processing of images for review (final review to be processed by authorized City personnel)
- 2.7.6 Proposer will prepare the notice letters referenced in Section 2.2.6 for all chargeable infractions and will mail such notice letters to vehicle owners. The Proposer shall include a return envelope for payments with all notice letters.
- 2.7.7 Infractions for which registered owner data is available shall be issued within the legally required number of days of the infraction event date.
- 2.7.8 Proposer may be asked to provide all required notice processing supplies including, paper, envelopes, postage, toner, and any and all notice printing supplies.

- 2.7.9 Notices shall include one set of images and a license plate image, as well as instructions as to viewing the alleged infraction through the Internet.
- 2.7.10 Proposer shall provide a means for the fines to be paid on-line by credit or debit card.
- 2.7.11 Proposer shall provide a means for the fines to be paid by phone using a credit or debit card.
- 2.7.12 Proposer shall provide for a third party collection service for the collection of delinquent accounts upon the City's request.

RFP – 09-A-141
Red Light Traffic Signal Camera Enforcement System

ATTACHMENT “B”

ORDINANCE 2009-112

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA CREATING A NEW CHAPTER 24 OF THE CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS TO BE CALLED "THE CORAL SPRINGS DANGEROUS INTERSECTION SAFETY ACT;" PROVIDING FOR INTENT AND DEFINITIONS; ESTABLISHING AN ENFORCEMENT PROGRAM WITHIN THE CITY; AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF UNMANNED CAMERAS/MONITORING DEVICES FOR RED LIGHT INFRACTIONS; PROVIDING ENFORCEMENT PROCEDURES, INCLUDING NOTICE, APPEAL HEARINGS, PENALTIES, IMPOSITION OF ADMINISTRATIVE CHARGES AND COLLECTION; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Coral Springs (“City”) is located in a high density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, which exposes its citizens to the dangers of personal injury and property damage; and

WHEREAS, the City Commission is concerned with the inability to sufficiently enforce the state statute prohibiting running of red lights, due mainly to the requirement that enforcement of the state statute requires the personal observation of police officers, affecting the ability to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light; and,

WHEREAS, the use of unmanned cameras to enforce toll violations on the state’s toll roads has been determined to be fair, reasonable and sufficient by the State

of Florida in order to effectively enforce laws regulating the payment of tolls without the need to commit the extreme amount of personnel that would be necessary without the use of unmanned cameras; and,

WHEREAS, similarly, the use of unmanned cameras will be effective in enforcing laws requiring vehicles to stop for red lights; therefore freeing City police personnel to respond to other, and sometimes more, significant incidents as well as serious crime; and,

WHEREAS, local governments in different parts of the state and country have demonstrated the enhancement of vehicular and pedestrian traffic safety attributable to the integration of automated image capture technologies with traditional traffic law enforcement methodology; and

WHEREAS, § 316.008, Florida Statutes, grants municipalities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of police power, authority to regulate and monitor traffic by means of police officers and security devices; and

WHEREAS, the City has home rule authority pursuant to Article VII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, to enact an ordinance making the failure to stop for a red light indication a violation of the City's Code of Ordinances, and to provide for enforcement of such violations of the City's Code of Ordinances through the use of the City's Code Enforcement Special Masters; and

WHEREAS, Attorney General Opinion 05-41, dated July 12, 2005, confirms the authority of the City to enact an ordinance making the failure to stop at a red light indication a violation of the City's Code of Ordinances, to use unmanned cameras to

monitor intersections in the City for such violations of the City's Code, and to record the license tag numbers of vehicles involved in such violations; and,

WHEREAS, the Attorney General has opined that the City may not issue traffic citations under the State Statutes to drivers for violations observed by the use of unmanned cameras and not otherwise observed by police officers; and,

WHEREAS, in order to be consistent with state law and the Attorney General's Opinion, the City will issue City Notices of Violations to registered owners of vehicles through the City's enforcement program, will not utilize the uniform traffic citation prescribed by Chapter 316, and will not prosecute offenses of its City ordinance through county court; and,

WHEREAS, the City Commission finds it to be fair and reasonable to use the same procedure used by the state to enforce toll violations through unmanned cameras, to provide alleged violators with the opportunity to have a hearing within the City using the City's Code Enforcement Special Magistrates and the City's code enforcement procedures adopted pursuant to Chapter 162, Florida Statutes, and set forth in the City's Code of Ordinances; and,

WHEREAS, the City Commission of the City of Coral Springs finds that implementation of the enforcement program as set forth herein will promote, protect and improve the health, safety and welfare of its citizens, consistent with the authority of and limitations on the City pursuant to the Florida Constitution and Florida statutes; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. New Chapter 24 of the Code of Ordinances of the City of Coral Springs, entitled "Coral Springs Dangerous Intersection Safety Act," shall be created to read as follows:

CHAPTER 24

Coral Springs Dangerous Intersection Safety Act.

Sec. 24-1. Intent.

The purpose of this Act is to authorize the use of a unmanned cameras/monitoring system to promote compliance with red light signal directives as proscribed by this Act, and to adopt a civil enforcement system for red light signal violations. This Act will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with normal statutory traffic enforcement techniques.

Sec. 24-2. Use of Image Capture Technologies.

The City shall utilize image capture technologies as a supplemental means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This Section shall not supersede, infringe, curtail or impinge upon state laws related to red light signal violations or conflict with such laws. The City shall utilize image capture technologies as an ancillary deterrent to traffic control signal violations and thereby reduce accidents and injuries associated with such violations. Notices of Infractions issued pursuant to this Act shall be addressed using the City's own Special Magistrates and not uniform traffic citations or county courts.

Sec. 24-3. Definitions.

The following definitions shall apply to this Act:

- (a) *Intersection* shall mean the area embraced within the prolongation or connection of the lateral curb line; or, if none, then the lateral boundary lines, of the roadways of two roads which join or intersect one another

at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.

(b) Motor vehicle shall mean any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assisted mobility device, or moped.

(c) Notice of Infraction shall mean a citation issued for a red zone infraction.

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

(e) Recorded Images shall mean images recorded by a traffic control signal monitoring system/device:

1. On:
Two or more photographs, or
Two or more electronic images; or
Two or more digital images , or
Digital or Video movies; or
Any other medium that can display a violation ; and

2. Showing the rear of a motor vehicle and on at least one image, clearly identifying the license plate number of the vehicle.

(f) Red Zone Infraction shall mean a traffic offense whereby a traffic control signal monitoring system established that a vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such vehicle's direction of travel was emitting a steady red signal.

(g) Special Magistrate shall mean the City's Code Enforcement Special Magistrate.

(h) Traffic Control Signal shall mean a device exhibiting different colored lights or colored lighted arrows, successively one at a time or in combination, using only the colors green, yellow, and red which indicate and apply to drivers of motor vehicles as provided in Florida Statutes § 316.075.

- (i) Traffic Control Signal Monitoring System/Device shall mean a system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still camera and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.

Sec. 24-4. Adherence to Red Light Traffic Control Signals.

Motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection.

Sec. 24-5. Violation.

A violation of this Act, known as a Red Zone Infraction, shall occur when a vehicle does not comply with the requirements of Section 24-4. Violations shall be enforced pursuant to Section 24-7 herein.

Sec. 24-6. Six-month notice; introductory period.

During the first six months of implementing this Ordinance, unless the driver of a vehicle received a citation from a police officer at the time of a Red Zone Infraction in accordance with normal traffic enforcement techniques, the vehicle owner shall receive a courtesy notice of the violation. Commencing six months after the effective date of the Act, the vehicle owner is subject to the enforcement provision as provided herein.

Sec. 24-7. Review of Recorded Images.

- (a) The owner of the vehicle which is observed by Recorded Images committing a Red Zone Infraction, shall be issued a Notice of Infraction. The Recorded Image shall be sufficient grounds to issue a City Notice of Infraction.
- (b) The City shall designate a Traffic Control Infraction Review Officer, who shall meet the qualifications set forth in §316.640(5)(A), Florida Statutes, or any other relevant statute. The Traffic Control Infraction Review Officer shall review Recorded Images prior to the issuance of a

Notice of Violation/Infraction to ensure accuracy and the integrity of the Recorded Images. The Traffic Control Infraction Officer shall also verify that the Traffic Control Monitoring System/Devices which captured the Recorded Images was functioning properly at the time the Recorded Images were captured. Once the Traffic Control Infraction Review Officer has verified the accuracy of the Recorded Images and functionality of the Traffic Control Monitoring System/Devices, he or she shall complete a report, and a Notice of Violation/Infraction shall be sent to the Vehicle Owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles.

Sec. 24-8. Notice of Violation/Infraction.

The Notice of Violation/Infraction shall include:

- (a) The name and address of the vehicle owner;
- (b) The license plate number and registration number of the vehicle;
- (c) The make, model, and year of the vehicle;
- (d) Notice that the violation charged is pursuant to this Act;
- (e) The location of the intersection where the violation occurred;
- (f) The date and time of the red zone infraction;
- (g) Notice that the Recorded Images relating to the vehicle and a statement that the recorded images are evidence of a red zone infraction;
- (h) The civil penalty imposed;
- (i) Images depicting violation;
- (j) The procedures for payment of the civil penalty and contesting the notice of infraction;
- (k) A signed statement by the Traffic Control Infraction Officer that, based on inspection of recorded images, the vehicle was involved in a Red Zone Infraction;
- (l) Information advising the person alleged to be liable under this Section, the manner and time in which liability as alleged in the Notice of Infraction may be appealed and warning that failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability.

Sec. 24-9. Vehicle Owner Responsibilities.

A Vehicle Owner receiving a Notice of Infraction may, within twenty one (21) days of the date of the Notice of Infraction:

- (a) Pay the assessed civil penalty pursuant to instructions on the notice of infraction; or
- (b) Request an appeal pursuant with procedures as outlined in this Act;

The failure to comply with the provisions of this Section within twenty one (21) days from the date of the Notice of Infraction shall constitute a waiver of the right to contest the Notice of Infraction and will be considered an admission.

Sec. 24-10. Appeal to Special Magistrate.

The City's Code Enforcement Special Magistrates are authorized to consider appeals under this Chapter within twenty one (21) days of the date of the Notice of Infraction, the Vehicle Owner may file an appeal with the City pursuant to the directions in the Notice of Infraction. A hearing on the appeal shall be scheduled for all appeals except those in which the Vehicle Owner submits an affidavit pursuant to paragraph 11 in which the Vehicle Owner affirms under penalty of perjury that the vehicle was not under his or her care, custody or control, or that of someone with Vehicle Owner's consent.

- (a) Upon receipt of the appeal, the City shall schedule a hearing before the Special Magistrate to occur not later than sixty (60) days after City's receipt of the appeal. Notice of Hearing shall be provided to the Vehicle Owner no less than ten (10) days prior to the hearing, and shall be provided by certified and U.S. mail to the same address to which the Notice of Infraction was sent.
- (b) The following shall be permissible grounds for an appeal:
 - (i) At the time of the infraction, the vehicle was not under the care, custody, or control of the Vehicle Owner or an individual with Vehicle Owner's consent, established pursuant to affidavit as provided in Section 24-11;
 - (ii) The motor vehicle driver was issued a citation by a law enforcement officer, which was separate and distinct from the citation issued under this Section, for violating the steady red traffic control signal;

- (iii) The motor vehicle driver was required to violate the steady red traffic control signal in order to comply with other governing laws;
 - (iv) The motor vehicle driver was required to violate the steady red traffic control signal in order to reasonably protect the property or person of another;
 - (v) The steady red traffic control signal was inoperable or malfunctioning; or
 - (vi) Any other reason the Special Magistrate deems appropriate.
- (c) The Traffic Control Infraction Review Officer shall testify at the appeal. Then, the Vehicle Owner may present testimony and evidence.
 - (d) Recorded Images indicating a Red Zone Infraction, verified by the Traffic Control Infraction Review Officer, are admissible in any proceeding before the City's Special Magistrate to enforce the provisions of this Chapter, and shall constitute prima facie evidence of the violation.
 - (e) Unless an affidavit is provided pursuant to Section 24-11, it is presumed the person registered as the vehicle owner with the Florida Department of Motor Vehicles or any other state vehicle registration office, or an individual having the owner's consent, was operating the vehicle at the time of a Red Zone Infraction.

Sec. 24-11. Vehicle Owner Affidavit of Non-responsibility.

In order to for the Vehicle Owner to establish that the motor vehicle was at the time of the Red Zone Infraction, in the care, custody, or control of another person without the consent of the registered owner, the Vehicle Owner is required, within twenty one (21) days from the date listed on the Notice of Infraction, to furnish to the City, an affidavit setting forth the circumstances demonstrating that the motor vehicle was not in the Vehicle Owner's care custody or control, or that of a person with Vehicle Owner's consent. The affidavit must be executed in the presence of a notary, and include:

- (a) If known to the Vehicle Owner, the name, address, and the driver license number of the person who leased, rented or otherwise had care, custody, or control of the motor vehicle at the time of the alleged Red Zone Infraction; or

- (b) If the vehicle was stolen, the police report indicating the vehicle was stolen at the time of the alleged Red Zone Infraction.
- (c) The following language immediately above the signature line: "Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true."

Upon receipt of an affidavit pursuant to this section, any prosecution of the Notice of Infraction issued to the vehicle owner shall be terminated.

Sec. 24-12. Penalties.

A violation of this Act shall be deemed a non-criminal, non-moving violation for which a civil penalty in the amount of \$125.00 shall be assessed. As the violation relates to this Act and not Florida Statutes, no points as provided in § 322.27, Florida Statutes, shall be recorded on the driving record of the vehicle owner or responsible party.

Sec. 24-13. Administrative Charges.

In addition to the assessment pursuant to Section 24-12 herein, administrative charges may be assessed in the event of an appeal or the necessity to institute collection procedures.

Sec. 24-14. Collection of Fines.

The City may establish procedures for the collection of a penalty imposed herein, and may enforce such penalty by civil action in the nature of debt.

Sec. 24-15. Failure to Pay or Appeal Notice of Code Violations.

Failure to pay the civil fee or file an appeal within thirty (30) days after the Notice of Code Violation is mailed to or personally served upon the motor vehicle owner shall result in the motor vehicle owner paying the costs and attorney's fees required to collect the civil fee in addition to any other fees and charges. If the motor vehicle owner files an appeal and is unsuccessfully, the motor vehicle owner shall be responsible for paying the costs and attorney's fees required to collect the fee, including costs associated with the appeal, in addition to any other fees and costs.

Sec. 24-16. Exceptions.

This Act shall not apply to Red Zone Infractions involving vehicle collisions or to any authorized emergency vehicle responding to a bona fide emergency; nor shall a Notice of Infraction be issued in any case where the operator of the vehicle was issued a citation for violating the state statute regarding the failure to stop at a red light indication.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

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Section 4. Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Coral Springs Code of Ordinances; and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon adoption by the City Commission.

PUBLISHED the _____ day of _____, 2009.

PASSED FIRST READING the _____ day of _____, 2009.

PASSED SECOND READING the _____ day of _____, 2009.

CITY OF CORAL SPRINGS FLORIDA

SCOTT J. BROOK, Mayor

ATTEST:

PETER M.J. RICHARDSON, CRM, CITY CLERK

Unanimous _____

Motion/2nd _____

Yes No

_____	_____	Mayor Scott Brook	_____	_____
_____	_____	Vice Mayor Bruck	_____	_____
_____	_____	Commissioner Boccard	_____	_____
_____	_____	Commissioner Gold	_____	_____
_____	_____	Commissioner Powers	_____	_____