

CITY OF DORAL



Request for Proposals

RFP No. 2022-10

***Red Light Cameras
Enforcement System***

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City of Doral

Request for Proposals

Red Light Cameras Enforcement System

RFP No. 2022-10

NOTICE: Pursuant to Article V of the City’s Code of Ordinances, hereby gives notice of its intent to seek sealed submittals for consideration to provide the services detailed in the scope of services listed below, by **10:00 A.M. on Tuesday, June 14th, 2022**. The submittals shall be clearly marked “**RFP No. 2022-10 – Red Light Cameras Enforcement System**”.

All submittals shall be publicly opened and recorded on **June 14th, 2022, at 10:00 A.M.** Late submittals shall **not** be accepted or considered.

Proposals must be submitted electronically through **DemandStar** or **Vendor Registry** by the date and time stated above. Submittals must include Request for Proposal and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Doral is soliciting Request for Proposal from qualified and experienced firms for a full-service program for red light photo enforcement and associated services. The City is seeking both a red-light camera system as well as the full range of associated support services such as: violation validation and site selection support, customer service, expert witness testimony, telephone, and correspondence processing, noticing, violations processing, Department of Motor Vehicle (“DMV”) interface, payment processing, collections, reporting, field maintenance and repair services, adjudication support and training. The Red-Light Camera Enforcement Program is aimed at enhancing motorist and pedestrian safety through improved technology and operations.

All inquiries must reference **RFP No. 2022-10 – Red Light Cameras Enforcement System** in the subject line and should be directed to the following email at procurement@cityofdoral.com. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Proposals must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

SCHEDULE OF EVENTS

The City’s tentative schedule for this Request for Proposals is as follows:	
RFP Advertisement Date:	May 10th, 2022, at 5:00 P.M. EST.
Mandatory Pre-Bid Meeting:	May 18th, 2022, at 10:00 A.M. EST. From your computer, tablet, or smartphone https://global.gotomeeting.com/join/863831677 You can also dial in using your phone United States: +1 (872) 240-3412 Access Code: 863-831-677
Cut-off Date for Questions:	May 25th, 2022, at 5:00 P.M. EST.
Deadline for Submittals and Opening of Bids:	June 14th, 2022, at 10:00 A.M. EST. From your computer, tablet or smartphone https://global.gotomeeting.com/join/379400837 You can also dial in using your phone United States: +1 (669) 224-3412 Access Code: 379-400-837
Anticipated Evaluation Committee Meeting Phase I:	June 28th, 2022, at 2:00 P.M. EST. From your computer, tablet or smartphone https://global.gotomeeting.com/join/889359501 You can also dial in using your phone United States: +1 (571) 317-3122 Access Code: 889-359-501
Anticipated Evaluation Committee Meeting Phase II	July 12th, 2022, at 2:00 P.M. EST.
Anticipated Notification of Award Recommendation	August 3rd, 2022, at 5:00 P.M. EST.
Anticipated Award (by the City Council):	August 10th, 2022, at 10:00 A.M. EST.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Successful Proposer/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner,

will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage, if necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well

as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) **Proprietary Information**

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, all Proposers should be aware that RFP and the

corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the

Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer

should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public

disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as “Indemnitees”) against all loss, costs, penalties, fines, damages, claims, expenses, including attorney’s fees, or liabilities (“collectively referred to as “liabilities”) by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer’s submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.

B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that

may go before the City Council for approval shall comply with the disclosure requirements of this section.

- a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).
 - 1. Subcontract number (including subcontractor name and unique entity identifier); and
 - 2. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 - 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain shall report the following information:
 - 1. The names of all subcontractors providing services.
 - 2. The value of each subcontract.
 - 3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
 - 4. A list of names of subcontractors proposed to perform principal portions of the work.

Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

ACKNOWLEDGED:

(Signature and Date)

This document must be completed and returned with your Submittal

END OF SECTION 1

SECTION 2 **SPECIAL CONDITIONS**

2.1 PURPOSE

The State of Florida Legislature passed HB 325, which the Governor signed into law in May 2010, creating Chapter 2010-80 Laws of Florida as codified in Florida Statute Chapter 316, et. seq. HB 325/Chapter 2010-80 authorizes public entities to implement use of Traffic Infraction Detectors (“Detector”), subject to rules and procedures established by the Florida Department of Transportation (“FDOT”). On July 1, 2013, Florida State legislature passed HB 7125 amending HB 325/Chapter 2010-80 creating the requirement for local agencies to provide a hearing for individuals that are issued a notice of violation of a traffic infraction. HB 325 also allows for the installation of traffic detectors on state, county, or municipal rights-of-way within the boundaries of that county or municipality. In providing the Program, the Selected proposer will collect fines from notices of violation and deposit them with the City. The City will then disburse fines in accordance with Florida Statute 316.0083(1)(b)3.

The City is soliciting proposals from vendors to provide the Program in compliance with HB 325/Chapter 2010-80, as amended, HB 7125, and with rules, procedures, and regulations adopted in furtherance of HB 325/Chapter 2010-80 and bear full costs associated with compliance with those laws. Additionally, this provision will be an express term of any Contract with the City. Applicable rules and regulations will include, but not be limited to, FDOT’s development and publishing of specifications for the placement and installation of the Traffic Infraction Detectors by June 30, 2010, and the development and publishing of the specifications for the equipment and testing by December 31, 2010. This solicitation does not include right turns on red as a violation.

The Program shall be implemented utilizing Traffic Infraction Detectors, as defined by 316.003, F.S. The Program goal is to reduce the number of accidents, fatalities and injuries that result from traffic accidents at critical intersections within the City limits and improve motorist and pedestrian safety. The Program at a minimum, must be at no cost to the City.

Following legislative authority, City’s red-light running program operationalized in 2011 growing to eleven (11) photo-red light enforcement systems on eleven (11) intersection approaches with a significant crash history attributed to a disregard of traffic signal. The City currently has photo enforcement cameras located at four (4) intersections throughout the City.

The City of Doral is soliciting Request for Proposal from qualified and experienced firms for the provision of Red-Light Cameras Enforcement System. The City will review submittals only from those firms that submit a Request for Proposals packet which includes all the information required to be included as described herein.

2.2 MINIMUM QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- 2.2.1 Proposers shall demonstrate a minimum of five (5) years of Red-Light Cameras Enforcement System for governmental agencies or self-insured governmental risk pools immediately preceding this RFP. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the proposer to ascertain that the contact person will be responsive. The following items shall be required submittals as part of the Provider's proposal as described in Section 3. Failure to submit any of the items described in this section will result in a proposal scoring as nonresponsive. This list does not include any submittals required in other sections of this RFP.
- 2.2.2 Each proposer shall possess at the time of submitting its proposal all licenses, registrations, and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City. Proposer must also possess all licenses, registrations, and certificates necessary to comply with federal, state, and local laws (codes, ordinances etc.) and regulations.
- 2.2.3 Proposer must have performed work in the State of Florida for at least three (3) Municipalities. Proposers shall provide a list three (3) client references to whom they have successfully provided Red Light Camera Enforcement Services within the five (5) years. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Provider to ascertain that the contact person will be responsive.

The proposer must show proof of having met these minimum requirements on the “Bidder Qualification Statement” in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

- 2.3.1. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 MANDATORY PRE-PROPOSAL CONFERENCE - VIRTUAL

A Mandatory Pre-Proposal Conference will be held on Wednesday, May 18th, 2022, at 10:00 A.M. via GoToMeeting Conference Call. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is **Mandatory**.

May 18th, 2022, at 10:00 A.M.

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/863>

You can also dial in using your phone: United States: +1 (872) 240-3412

Access Code: 683-350-701

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract’s effective date. Prior to, or upon completion of that initial term, the City shall have the option to renew the contract for two (2) additional two (2) year periods for a total of seven (7) years. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not right of the awarded Respondent(s).

2.6 PRICING AND FEES

If the Respondent is awarded a contract under this RFP solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The price proposal shall be based on the implementation of eleven (11) intersection approaches for a term of three (3) years with the option to extend the contract for two (2) additional two (2) year terms for a total of seven (7) years. For comparative purposes, it shall be based on the Scope of Services indicated in Section 3.

2.7 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposals must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53rd Terrace, Doral, FL 33166. 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.

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.

2.8 METHOD OF AWARD

The City will open all submittals received at the time of the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, will be taken into consideration in the Award of the Agreement.

Upon approval of the City Council, a contract shall be awarded to a pool of Proposers selected as the most responsible, responsive Proposers meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from Proposers that are currently in litigation or involved in a dispute with the City of Doral as a result of any claim or grievance with the City of Doral.

The City's selection committee will evaluate proposals and will select the Proposers which meet the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I - An Evaluation Committee, approved by the City Manager, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

Based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.

PHASE II — The City may conduct interview presentations and re-evaluate and score “shortlisted” firms/individuals to establish a ranking of the “shortlisted” firms/individuals.

PHASE II — EVALUATION

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked, and tabulated as described in Section 5.1 to determine the top ranked firm/individual.

2.9 EVALUATION CRITERIA FOR PHASE I AND II

<u>EVALUATION CRITERIA FOR PHASE I & II</u>		
	Category	Max Points
1	Response to RFP Requirements	30
2	Composition and Qualifications of Staff	20
3	Customer Service Delivery and Support	20
4	Financial Proposal	15
5	Successful Legal Defenses	10
6	Knowledge of Local Conditions	5
	Total Possible Points	100

EXTRA POINTS: Points will be added for the following criteria (max 5 points):

- Proposer is headquartered or has an office in City of Doral 2.5 Points
- Proposer is a Certified Veteran Business Enterprise as Defined 2.5 Points
in Florida Statute 295.1872

Proof of location and certification must be included in the firm's response in order to qualify for the extra points.

2.10 AWARD OF CONTRACT

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all Request for Proposal and/or proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

2.11 DUE DATE

All Bids are due no later than **Tuesday, June 14th, 2022, at 10:00 AM, EST** or any time prior thereto electronically via Vendor Registry or DemandStar. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Submittals must include Request for Proposal and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications.

June 14th, 2022, at 10:00 A.M.

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/379400837>

You can also dial in using your phone: United States: +1 (669) 224-3412

Access Code: 379-400-837

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/379400837>

Proposals must be submitted electronically through **DemandStar** or **Vendor Registry** by the date and time stated above. Submittals must include Request for Proposal and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely upload of submittal. The City will not be responsible for any technical difficulties. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.12 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.13 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

2.14 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **RFP No. 2022-10 – Red Light Cameras Enforcement System**. If your request is seeking a public

record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or **before 5:00 P.M. on Wednesday, May 25th, 2022**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

2.15 ATTACHED FORMS

2.15.1 Non-Collusion Affidavit

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposals, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

2.15.2 Americans with Disabilities

As part of any Request for Proposal, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.15.3 Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to

discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.15.4 Public Entity Crimes

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

2.15.5 Tie Bids Form

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids /proposals will be followed if none of the tied vendors have a drug free workplace program.

The above referenced forms are included in ‘Forms / Deliverable’ at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

2.16 VERIFICATION OF INFORMATION

The City may verify the information submitted by the submitter and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter’s ability to perform under this solicitation. The City shall be sole judge of a submitter’s ability to perform, and its decision shall be final.

2.17 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City’s option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City’s option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

2.18 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

2.18.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do

not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposals.

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

2.19 PERMITS AND TAXES

The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2.20 SUBCONTRACTORS AND OTHER REQUIREMENTS

The selection of subcontractors by Contractor after the Effective Date shall be subject to the prior written approval of the City, such approval not to be unreasonably withheld. Following the City's approval of a selected subcontractor, Contractor shall negotiate a Subcontractor Agreement with the selected subcontractor, which Subcontractor Agreement shall be subject to the written approval of the City (such approval not to be unreasonably withheld or delayed) prior to being entered into by Contractor (a selected subcontractor approved by the City who enters into a Subcontractor Agreement approved by the City is a "Subcontractor"). The initial list of Subcontractors is set forth in "Acknowledgment Of Conformance With OSHA Standards" form, and the City gives approval for the use of the Subcontractors listed, subject to the City's receipt of a copy of the Subcontractor Agreements. Approval of a Subcontractor or Subcontractor Agreement by the City shall not limit or absolve Contractor's duties, obligations, or warranties under this Agreement for any part of the System or Project.

2.21 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

2.22 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

2.23 PAYMENT/ INVOICES

Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in

accordance with the Florida Local Government Prompt Payment Act. Invoice must reflect sufficient details to demonstrate compliance with the terms and conditions of the contract. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded Proposer's responsibility as outlined may result in either one or any of the following as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation as deemed acceptable by the City due to non-performance.

2.24 RELATED EXPENSES/TRAVEL EXPENSES

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

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 SCOPE OF WORK

The project scope includes installation and maintenance of all equipment and provision of a turnkey violation notice processing system for the issuance and adjudication of red-light running violations. Proposer must identify in its proposal whether it intends to outsource any turnkey violation notice processing functions including violation processing, accessing motor vehicle information via fiber or any other approved method, and printing and mailing of violation notices. The contractor is responsible for full and complete compliance with all laws, rules, and regulations which may be applicable.

It is the intent of this RFP and any resulting Contract to require that the Program provided comply with all of the requirements established by the State of Florida, and the Florida Department of Transportation (“FDOT”). It is the intent of the City to have the red-light cameras installed at arterial intersections where data has shown a high-level of violations caused by running of red-light traffic signals.

3.2 BACKGROUND

The City is soliciting qualified proposals for the administration and servicing of a red-light camera program. The Program shall be a turnkey system. The Scope of Work requires that the Selected Proposer furnish, install, manage, operate, and maintain a Program that meets the requirements contained herein, and is compliant with all applicable Florida Statutes. This system should combine vehicle detection and digital imaging technology with a complete turnkey program for supplying, installing and maintaining the cameras including a back office violation 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
- 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.

The State of Florida recently enacted legislation which changed the usage of electronic devices to discourage running of red lights and established an approval system with the Florida Department of Transportation to employ this technology on state roads or rights of way. The successful vendor

will be required to meet all requirements established by the State of Florida regarding this proposed operation.

3.3 TECHINCAL SPECIFICATION

Red Light Camera System

- 3.3.1. Respondent shall provide and install all equipment including, without limitation, poles, cabinets and related operational equipment at the selected intersection(s).
- 3.3.2. Explain why the Vendor's red light camera technology is the best solution for the City.
 1. Does it detect more actual violations?
 2. Does it capture clearer images?
 3. Does it convert more actual violations into usable/enforceable images?
- 3.3.3. Provide a list, with photos and dimensions, of all major equipment (cameras, flash or lighting units, cabinets (including generally what the cabinets contain), that will be installed for each approach, up to five (5) lane intersection that may allow for 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. Any attachment to traffic control signal cabinet wiring shall be isolated from the traffic control signal cabinet.
- 3.3.4. Does the system at any time photograph or image the driver of the vehicle?
- 3.3.5. Use of a high quality digital camera system with an output in excess of 3000 x 2000 pixels per image is required. Respondent must detail the image quality specifications and provide real sets of violation image examples captured in daytime, nighttime, during inclement weather and during times where sunlight is pointing in the direction of the camera.
- 3.3.6. The equipment should be capable of gathering traffic data for statistical analysis. Copies of sample reports shall be attached.
- 3.3.7. 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 up to five (5) moving lanes of traffic, including thru lanes and turn lanes.
- 3.3.8. The equipment shall provide a reliable non-intrusive, non-physical connection to the red phase signal which meets the specifications of the State of Florida Department of Transportation. Electrical sensing devices shall be "donut" current transformers or "Hall-effect" devices. All other physical or electrical connections to traffic signal

control circuits shall not be allowed. Including load switch driver control circuits, load switch signal circuits and detection circuits.

- 3.3.9. The system must provide at least three (3) 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 violation 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.
- 3.3.10. The camera system shall record data pertinent to each violation at the time of capture.
- 3.3.11. 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 violation. The data bar shall include, without limitation, the following information for each violation:
 - a. Unique violation identifier incorporating the City
 - b. Location of the Violation
 - c. Date (MM/DD/YYYY)
 - d. Time of Violation 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
 - l. Frame sequence number
- 3.3.12. Explain how the image and violation data is secured and transmitted to the processing center.
- 3.3.13. Explain how the proposed system can compensate for the effects of license plate covers.
- 3.3.14. Explain how the proposed system can compensate for the effects of reflective material on license plates.
- 3.3.15. The system may provide an ancillary video system as supporting information to the violation provided by the still images. The video must be full motion at the rate of thirty (30) frames per second or greater and allow aperture adjustments.
- 3.3.16. Each imaging unit's operation shall be microprocessor controlled and fully automatic.

- 3.3.17. The Camera System shall be capable of on-site or remote activation and maintenance support.
- 3.3.18. The Camera System shall perform self-test on set-up; simulate a violation being recorded for testing; communicate error messages; record date and time of system shutdown in the event of a malfunction.
- 3.3.19. The Camera System shall allow a malfunction to be easily identified and debugged on-line. See Section 5.2 for guaranteed repaired requirements.
- 3.3.20. The Camera System shall record event-specific evidence to substantiate multiple, simultaneous and/or concurrent violations occurring during any red signal phase (Sample violation images to demonstrate this capability are required as part of this proposal.)
- 3.3.21. System shall provide 24/7 "LIVE" intersection monitoring and viewing capabilities.
- 3.3.22. All camera system component operations must be synchronized to a single, standard, independent, external and verifiable time and date source.
- 3.3.23. The selected Respondent must propose more than one (1) vehicle detection method (Inground 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 (1) is offered).
- 3.3.24. Red light camera enclosures must be tamper proof and vandal proof.
- 3.3.25. Preference will be given to systems that require the least infrastructure at the intersection.
- 3.3.26. 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.
- 3.3.27. 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.
- 3.3.28. Respondent shall state installation and construction times for a generic intersection.
- 3.3.29. The Vendor's system shall be able to simultaneously monitor traffic in up to five (5) lanes, including thru lanes and turn lanes.

- 3.3.30. In addition to monitoring straight-through violations, the system shall be capable of detecting and recording evidence of left and right turn violations, regardless of vehicle speed (please reference program).
- 3.3.31. The selected system shall at a minimum meet the Red Light Camera System Performance Standards of the International Association of Chiefs of Police dated February 20, 2008, and any amendments thereafter.
- 3.3.32. The selected system shall at a minimum meet FDOT Traffic Infraction Detector Placement and Installation Specifications dated July 1, 2010 and Traffic Infraction Detector Equipment and Testing Specifications dated October 29, 2010, and any amendments thereafter.

3.4 VIOLATION PROCESSING

- 3.4.1. Explain why the Respondent's violation processing system is the best choice for the City.
- 3.4.2. There shall be no requirement to install Respondent processing software on City owned/maintained IT systems.
- 3.4.3. Respondent's violation processing system shall allow the City a detailed view into all of the information related to the program.
- 3.4.4. All access to the violation processing system for the purpose of pre-processing 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.
- 3.4.5. The violation processing system shall provide the following functions:
- a. Web-enable access and operations
 - b. Secure user log-in access
 - c. Automatic presentation of images and data captured by the camera system onto review PC's
 - d. Easy review of violation 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 from the optimal plate image in multiple-image license plate set to establish vehicle ID and subsequently print the cropped plate area to the notice
 - i. Ability to "accept" or "reject" violation sets and record rejection reasons

- j. Ability to generate printed warning letters (during the first 30 days of the program at City's discretion)
- k. Ability to automatically generate printed violation notices
- l. Ability to store and archive all processed violation evidence into a secured database
- m. 24/7 ability to access any stored violation 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
- q. Encryption and decryption management

3.4.6. Vendor system shall be capable of:

- a. Preparing and mailing one (1) notice letter for all chargeable violations to vehicle owners.
- b. Issuing and mailing a second notice for any violations that remain unpaid as of their due date.
- c. Preparing and mailing one (1) uniform traffic citation for all chargeable violations to vehicle owners.

3.4.7. Violations for which registered owner data is available shall normally be issued within seven (7) business days after police review of the incident.

Statistical Analysis and Reporting Systems

3.4.8. Systems - .8.1 Systems with the capacity to produce statistical analysis of camera location and operations and will be preferred; including, at a minimum:

- a. Hours per use per camera by operational site
- b. Results achieved by each camera by site
- c. Offenses recorded by site
- d. Traffic counts by lane, date and hour

3.4.9. The Respondent's processing system shall be capable of immediately generating operations reports 24/7 including:

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

3.4.10. The Respondent's system shall also supply reports of:

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

3.4.11. The Respondent's system shall be capable of providing Violation and Traffic Statistics as follows:

- a. Real-time traffic volume, vehicle counts and vehicle speed data
- b. Real-time violation graphs and chart by:
 - 1) Individual lane
 - 2) Time of day
 - 3) Day of the week

3.4.12. 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 violations captured) and the traffic count statistical information.

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

3.4.14. The monthly report shall indicate the following:

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

3.5 IMAGE TRANSMISSION SECURITY AND DATA STORAGE

3.5.1. Respondent 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).

3.5.2. The Respondent must store all enforceable images produced by cameras for no less than 180 days after final disposition.

3.5.3. Respondent shall provide an evidence package for any contested violations. The package shall consist of:

- a. All issues and disputed notices to the party

- b. A violation history report
- c. A correspondence file
- d. A payment history

3.5.4. Respondent will maintain a proper chain of evidence that meets the needs of the City and court functions regarding all proposed traffic signal violations.

3.5.5. Respondent will provide a qualified expert witness who is knowledgeable on the theory, operation and functional capabilities of the red light camera unit. Upon the request of the City, Respondent's expert witness shall train City-identified individuals such that the City-identified individuals can qualify as expert witnesses as well.

3.6 MAINTENANCE, SUPPORT AND TRAINING

3.6.1. All maintenance of camera, video, sensors, computer and related equipment shall be the responsibility of the Respondent.

3.6.2. Respondent shall guarantee to repair or replace any inoperable equipment within seventy-two (72) hours of detection by the Respondent or notification by the City.

3.6.3. 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.

3.6.4. Respondent must provide ongoing training support for their product as requested by City.

3.6.5. Provision of hands-on training as necessary to personnel as requested by the City.

3.6.6. Respondent shall furnish training materials.

3.7 OPERATIONS AND PUBLIC AWARENESS

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

3.7.2. Present the skills and qualifications of the Project Manager candidate and the team surrounding that candidate.

3.7.3. Present the proposed time-line that will allow the program to become fully operational.

3.7.4. The Respondent will provide a list of City requirements describing the extent of the City staff involvement in the project.

3.7.5. Vendor will provide assistance with the content and design of a public education program and associated materials to be funded by the City and implemented by the City.

- 3.7.6. Vendor will support the City by training staff on how to present the Vendor's systems at public seminars or presentations. The Vendor will provide staff for public forums as necessary.
- 3.7.7. Vendor will assist City staff with preparation of public outreach materials, including mass media, print and TV advertisements.

3.8 FEES AND SCOPE OF WORK FOR PRICING

- 3.8.1. The price proposal shall be based on the implementation of four (4) intersection approaches for a term of three (3) years with the option to extend the contract for two (2) additional two (2) year terms. For comparative purposes, it shall be based on the Scope of Services indicated.
- 3.8.2. Respondent shall provide a project manager for the project as the single point of contact of the City.
- 3.8.3. Respondent shall provide intersection design and installation plans for review and approval by the required government agencies, i.e. Miami-Dade County, State of Florida, and City Public Works Department.
- 3.8.4. Respondent shall install and maintain cameras.
- 3.8.5. Respondent shall be responsible for loading, optimizing, and processing of images for review (final review to be processed by authorized City personnel).
- 3.8.6. Respondent will prepare one (1) notice letter for all chargeable violations and will mail notice letters to vehicle owners. The Vendor shall include a return envelope for payments.
- 3.8.7. Respondent will prepare a second and a final notice will be issued for any violations that remain unpaid after their due date. The Vendor shall include a return envelope for payments.
- 3.8.8. Violations for which registered owner data is available shall be issued within the legally required number of days of the violation event date.
- 3.8.9. Respondent may be asked to provide all required notice processing supplies including paper, envelopes, postage, toner and any and all notice printing supplies.
- 3.8.10. Notices shall include one (1) set of images and a license plate image.
- 3.8.11. Respondent shall provide a means for the fines to be paid on-line by credit or debit card.

3.8.12. Respondent shall provide a means for the fines to be paid by phone using a credit or debit card.

3.8.13. Respondent shall provide for a third party collection service for the collection of delinquent accounts.

3.8.14. Respondent shall coordinate with the City to develop a process by which revenues are deposited into an appropriate City account. Describe processes Respondent utilizes in other jurisdictions.

3.8.15. Upon request by the City, Respondent shall respond to public records requests pursuant to Chapter 119, Florida Statutes, with respect to information in Respondent's custody.

3.9 ADDITIONAL INFORMATION

Provide the respondents policy with regard to "Cost Neutral" operations and fees associated with all potential installations.

Provide any additional information, including promotional material, that highlights experience or expertise, which is relevant and directly applicable to this RFP.

3.10 PERSONNEL

All personnel to be assigned to this project are subject to approval by the City. Replacement personnel must have equivalent education and experience on the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval. The Respondent shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the City.

3.11 SUBMITTAL FORMAT

Firms shall prepare their submittals using the following format and shall include, but not limited, to the following:

TAB 1:

- **Cover and Dividers** - Cover page must be clearly marked with the RFP number and project title (RFP No. 2022-10 – Red Light Camera Enforcement Services) the Proposer's firm name, address, telephone number, and name of contact person, email address and the date.
- **Table of Contents** - Include a clear identification of the contents by section and page number and according to the organization described below.
- **Cover Letter/ Executive Summary** – The letter will summarize in a brief and concise manner the following:

- Respondent’s understanding of the scope of work and make a positive commitment to timely performance of the work.
 - The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and the telephone numbers of such persons, and authorized agent’s title or authority.
 - A statement confirming that the proposal shall remain valid for a period of not less than one hundred and twenty (120) days from the due date of proposals.
 - The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
 - The Cover Letter/ Executive Summary must be signed by an authorized agent of the firm and indicate the agent's title or authority.
- The firm identified on the Cover Letter/ Executive Summary will be considered the primary firm. If more than one firm is named on the Cover Letter/ Executive Summary, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the City of Doral. The letter should not exceed two pages in length.

TAB 2:

- **Organization Information/ Qualifications and Experience of the Firm** - A Qualification statement shall be written with sufficient details on the scope of services requested in this RFP. This statement shall provide the following:
- Firm’s Background – Provide a brief summary describing the firms approach to the scope of services, firms background in providing similar services. This summary should be brief and concise to advise the evaluation committee of the basic services, experience of firm’s staff, and any other relevant information. A project manager should be provided and assigned to manage all aspects of work.
 - Experience of the Firm/Team – Provide the firm’s history and background, tax status, principals, offices, owners, board of directors and/or trustees, primary markets served, the total current member of employees, employees by classifications, number of years the firm has been in business.
 - Firms/Teams Past Performance – Provide a detailed description of similar contacts which the firm has ongoing or completed within the past five (5) years. The description shall identify for each project the following:

- Name of Firm/Client
 - Description of work provided
 - Total Dollar Value of the contract
 - Contract Duration
 - Reference Contact (Name and Phone Number)
 - Prime or Sub Contractor on Project.
- Organizational Chart – Provide an organization chart showing the key individuals assigned to their areas of responsibilities. Must include:
 - Name of the Firm
 - Name of the Employee
 - Title/ Position
 - Years of Experience
 - Years employed within the Firm
 - Professional Licenses – Provide copies of Professional Licenses for pertinent key personnel that will be providing the services requested in this RFP.

TAB 3:

➤ **References**

- Proposer shall provide minimum of three (3) local government reference letters provided (only one reference letter may be provided from each entity). Reference letters must be dated 2015 or later.
- Proposers shall also provide a summary statement regarding any legal charges and/or convictions of the organization or its officers regarding fraud, bribery, or criminal offenses. Specific legal matters and law suits within the last five (5) years.
- Additionally, Proposer shall list any contracts or agreements terminated for convenience, cause, or default within the past three (3) years and shall provide an explanation of each occurrence (if any). If no occurrences, Proposer shall so indicate.

TAB 4:

- **Proposed Fees to the City** - Provide a detailed cost proposal to include the basis for the fees proposed. Fees proposed shall be inclusive of all costs related to grant work for the City including, but not limited to, personnel, overhead, profit, operating cost, reproduction, advertising communication costs, travel costs and legal fees.
- Proposer agrees and understands that the City reserves the right to add, delete or make any adjustments to items proposed on the price proposal sheets.

TAB 5:

- Addendums - Statement acknowledging receipt of each addendum issued by the City.
- Provide evidence of current levels of insurance in areas identified in Proposal.
- Provide a summary of any litigation filed against the proposer in the past three years that is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
- Certifications: If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.
- Submit copy of your firm's occupational license where business is located.
- Submission and completion of City provided forms for acknowledgment of partnership, individual or corporation. Also, provide evidence that Proposer's firm name is registered with their State of origin.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

3.12 MISCELLANEOUS

- 3.12.1. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 3.12.2. This Agreement is non-transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.
- 3.12.3. This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

3.13 IRREGULARITIES AND ILLEGAL ACTS

The auditors shall be required to make an immediate, written report to the Finance Director and City Manager of all irregularities and illegal acts or indications of illegal acts of which they become aware.

3.14 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to this request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the proposer.

At the option of the awarded proposer/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the awarded proposer/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

3.15 F.O.B. POINT

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

3.16 CONTRACT CANCELLATION

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager.

3.17 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the successful Proposer, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The successful Proposer's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the successful Proposer is within the City limits to ensure safety rules are not being violated.

3.18 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications. **Proposers are responsible for forwarding the Solicitation Reference Surveys to selected references. Forms must be completed and returned directly to procurement@cityofdoral.com.**

END OF SECTION

SECTION 4

PROPOSAL SUBMITTAL FORM **RFP No. 2022-10**

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposals and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
 - (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (c) Proposer has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions.
 - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

- (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
 5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
 6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
 7. Communications concerning this Proposal shall be addressed to:

Bidder: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY _____, 20____.

Person Authorized to sign Proposal: _____ (Signature)

_____ (Print Name)

_____ (Title)

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

SECTION 5

FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Conflict of Interest Disclosure Form
- RFP Reference Survey
- Statement of No Response
- Bidder Information Worksheet
- Bidder Qualification Statement
- E-Verify Program Form
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Employment Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidder/ Proposer Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification



CONFLICT OF INTEREST DISCLOSURE FORM

All business entities (“Vendor”) interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe below): _____ _____ <input type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative



CITY OF DORAL PROCUREMENT

RFP Reference Survey

RFP No. 2022-10

Red Light Cameras Enforcement System

From:		To: Procurement Division Manager
Company:		Due Date: June 14 th , 2022
Phone No.:		Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725
Email:		Email: Procurement@cityofdoral.com
Subject:	Reference for work completed regarding Red Light Cameras Enforcement System	
Additional Details: _____		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:</p> <p><i>The City of Doral is soliciting Request for Proposal from qualified and experienced firms for the provision of Red Light Cameras Enforcement System.</i></p>		
Company you are providing a reference for: _____		
	Indicate:	“YES” or “NO”
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company’s work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Was the job completed on time based on the original established timeline?		
6. Was the job completed within budget based on the original established budget?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you: 		
Please Complete and Return to the Attention of: Tanya Donigan – Procurement@cityofdoral.com Subject: Reference for RFP No. 2022-10 – Red Light Cameras Enforcement System		

Reference Print Name		

Reference Title		_____
		Reference Signature

STATEMENT OF NO RESPONSE

RFP No. 2022-10

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at procurement@cityofdoral.com. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- _____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only
(explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

BIDDER INFORMATION WORKSHEET

RFP No. 2022-10

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP/JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

BIDDER QUALIFICATION STATEMENT

RFP No. 2022-10

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project as specified in Section 2.

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____
	Project Description	_____ _____ _____
2.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____

Dates of Contract From: _____ To: _____

Project Description

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description

4. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description

5. Project Name/Location

Owner Name

Contact Person

Contact Telephone No.

Email Address:

Yearly Budget/Cost

Dates of Contract

From: _____ To: _____

Project Description

END OF SECTION

E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

[48 CFR 52.222-54](#)

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Company Name

Respondent Name (Printed)

Respondent Signature

Date Signed

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)
RFP No. 2022-10

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral (“City”) are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT
RFP No. 2022-10

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;

- (2) He/She/They is/are 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 any overhead, profit, or cost elements of the 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; and

- (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.

FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NO CONTINGENCY AFFIDAVIT
RFP No. 2022-10

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT
RFP No. 2022-10

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Doral, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____
Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP No. 2022-10

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____
and (if applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name) _____

(Title) _____

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ___ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFP No. 2022-10

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip code

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP No. 2022-10

STATE OF _____ }

}SS:

COUNTY OF _____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____(year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____
Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP No. 2022-10

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.15.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

CONE OF SILENCE CERTIFICATION

RFP No. 2022-10

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled
'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

TIE BIDS CERTIFICATION

RFP No. 2022-10

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.15.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

RESPONDENT'S CERTIFICATION

RFP No. 2022-10

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

My commission expires: _____

Type of Identification _____

Printed, typed, or stamped commissioned name of Notary Public

**CERTIFICATE OF AUTHORITY
(IF LIMITED LIABILITY CORPORATION)**

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

organized and existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and
adopted:

"RESOLVED, that, _____ as _____ of the
Limited Liability Corporation be and is hereby authorized to execute the Proposal dated,
_____ 20____, to the City of Doral and that their execution thereof shall be the official
act and deed of this Limited Liability Corporation." I further certify that said resolution is now in full
force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,
20_____.

Secretary: _____

Print Name: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

a Corporation existing under the laws of the State of _____, held on _____, 20_____,
the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be
and is hereby authorized to execute the Bid dated, _____ 20_____, to the City of Doral
and this partnership and that their execution thereof, attested by the
_____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Bid dated, _____ 20_____, to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Red Light Cameras Enforcement System**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names) to comply with such act or regulation.

SUBCONTRACTORS

_____	_____
_____	_____
_____	_____
_____	_____

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Project)	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

V. Cyber Liability

Limits of Liability

Each Occurrence \$1,000,000
Including Liability for Data Breach, Media Content,
Privacy Liability and Network Security for third parties.
Retro Date – Prior to commencement of job.

VI. Employee Dishonesty and Money and Securities

Limits of Liability

Each Occurrence \$500,000
Theft, Disappearance and Destruction of cash or
negotiable securities in the care, custody or control
of the contractor for City or on behalf of City clients.

VII. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim \$2,000,000
Policy Aggregate \$2,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance

requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

(Signature and Date)

Print Name:

This document must be completed and returned with your Submittal.