

Action History (UTC-05:00)

Submit

by Chelsey Rodgers 10-30-2025 04:55:55 PM (Start Form)

Submit

by Carol Cooper-Colicchio 10-31-2025 07:57:44 AM (Pre-Director approval)

- The task was assigned to Carol Cooper-Colicchio 10/30/2025 4:56:00 PM

Approve

by Christopher Morales 10-31-2025 09:12:55 AM (Director Approval)

- The task was assigned to Todd R. Garrison, Christopher Morales 10/31/2025 7:57:45 AM
- Christopher Morales assigned the task to Christopher Morales 10/31/2025 9:12:34 AM

Approve

by Nicole Brown 11-03-2025 07:30:55 AM (Budget Approval)

- The task was assigned to Nicole Brown, Lisa Herrmann 10/31/2025 9:12:56 AM
- Nicole Brown assigned the task to Nicole Brown 11/3/2025 7:28:14 AM

Reviewed

by Michael White 11-03-2025 12:52:16 PM (Purchasing Specialist)

■ EVER-CONTRACT T&C

PLANTATION CITY RFSP No. 005-24

TO UPDATE AS THIS IS A REVENUE CONTRACT.

- The task was assigned to Bernice Moen, Michael White 11/3/2025 7:30:55 AM
- Michael White assigned the task to Michael White 11/3/2025 10:46:36 AM

Approve

by Alla Skipper 11-03-2025 02:35:14 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 11/3/2025 12:52:17 PM
- Alla Skipper assigned the task to Alla Skipper 11/3/2025 2:35:00 PM

Approve

by Irina Kukharensko 11-05-2025 09:35:05 AM (Finance Director)

- The task was assigned to Irina Kukharensko, Julie Bellia 11/3/2025 2:35:15 PM
- Irina Kukharensko assigned the task to Irina Kukharensko 11/5/2025 9:23:12 AM

Reviewed

by Amy Dixon 11-05-2025 09:39:21 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin, Amy Dixon 11/5/2025 9:35:06 AM
- Amy Dixon assigned the task to Amy Dixon 11/5/2025 9:38:22 AM



Procurement Request

City of North Port

Request

Request Type *

Competitive Exemption

Capital? (?)☐ No ☐ Yes**PRR-EX (?)**☐ Yes**FY ***

2026

Type code *

G

Preparer

Chelsey Rodgers

Pre-Director Approver(s) (?)

	Name
1	Carol Cooper-Colicchio

Department *

POLICE

Division(s)**Commission Date (?) ***

11/18/2025

Agenda Item (?) *

25-2902

Purchase**Payment Method ***☐ Visa Purchase ☒ Purchase Order**Purchase Type ***☒ Single Purchase (current FY)
☐ Blanket Purchase (current FY)**Purchase SubType ***☒ None ☐ Change Order
☐ Amendment**Description ***

Speed Detection Camera System for School Zones Agreement

Section 2-403 - Exemptions of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Purchasing Agent.

Exemption Explanation (?) *

This is a utilization of City of Plantation's contract for Speed Enforcement Services, which was competitively procured pursuant to Plantation City Code Sec. 2- 220 (b) in which the City of Plantation sought formal competitive bids/proposals for the Services. The City of Plantation competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations. The City of Plantation procurement procedures, which included public posting of the RFP, evaluation by Selection Committee and approval by council are similar to the City of North Port's procedures.

Grant? *☐ Yes ☒ No**Technology Related? (?) ***☐ Yes ☐ Renewal ☒ No**Exemption****Exempted purchase type ***

Please select the purchase type

Other Agency's Contract

Departments may utilize another municipality, county, or other governmental agency contract.

The requesting department must provide the following documentation: copy of the solicitation and addendum, tabsheet/price-sheet, vendor submittal, entity approval (either stated in the solicitation or letter from vendor) agenda approval and contract as back-up documentation. Purchasing may request additional information if needed.

Name or Category (?) *

City of Plantation: Speed Detection Camera System for School Zones

Contract Number *

RFSP No. 005-24

Start Date *

06/25/2024

End Date *

06/24/2029

Fee required (?) *

☐ Yes

☒ No

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

City of Plantation Executed Agreement.pdf	11.96MB
City of Plantation_Resolution 2024-020.pdf	291.15KB
Division of Corporations - RedSpeed Florida, LLC.pdf	210.77KB
Final_Selection__Committee_Evaluation_Tabulation_Sheet.pdf	224.92KB
Plantation City Council Meeting Agenda.pdf	153.89KB
Redspeed_Original_Submittal.pdf	30.12MB
Reso_Approving_Agreement_w._RedSpeed_Florida__00606086xC4B6A_.pdf	108.72KB
Advertised_Solicitation_with_Addendum.pdf	954.84KB

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Revenue to be Collected	\$\$	1.00	\$0.01	\$0.01
			Shipping (?) *	Total Charges	
			\$0.00	\$0.01	

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	PD	001-2100-521.34-00		\$0.01

Total Payments
\$0.01

Comments to Budget (?)

This is a revenue contract.

Vendor Details

Vendor Information (?)

Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *

REDSPEED FLORIDA

Vendor Number *

8482

Vendor Name CST

Contact

Vendor Email

robert.liberman@redspeed.com

Remittance Address

450 EISENHOWER LANE NORTH, LOMBARD, IL 60148

Phone

630-317-5700

Vendor Documentation Current (?) *

☒ Yes ☐ No

Risk Documentation Current (?) *

☒ Yes ☐ No ☐ Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$0.01

City Inclusive (?) *

\$0.01



REDSILL-01

AJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: Amy Johnson PHONE (A/C, No, Ext): (312) 595-8153 FAX (A/C, No): E-MAIL ADDRESS: amy.johnson@alliant.com
	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: American Guarantee and Liability Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Redspeed Florida, LLC 450 Eisenhower Lane North Lombard, IL 60148	NAIC # 40142 26247

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			CPO 6899538 - 02	10/9/2025	10/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPO 6899538 - 02	10/9/2025	10/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			AUC 6943723-02	10/9/2025	10/9/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 6899539 - 02	10/9/2025	10/9/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of North Point
4970 City Hall Blvd
North Port, FL 34286

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 1

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 14, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: How many school zones does the City of Plantation want to be enforced with this RFSP award?

Response No. 1: There are 10 public schools in the City of Plantation. The number of schools selected for enforcement will depend on the results of the needs testing at each location

Question No. 2: Is bidirectional enforcement required at all school zone sites in the City of Plantation? If not, which ones will and which ones will not?

Response No. 2: Bidirectional enforcement required at all school zone sites in the City of Plantation.

Question No. 3: Will the City provide a 10 – 14 calendar day extension to the deadline?

Response No. 3: At this time the City is not considering an extension to the deadline/proposal opening.

Question No. 4: Are the potential partner municipalities that were listed planning to actually utilize this procurement OR is this just potential info at this point?

Response No. 4: The listed municipalities are expressed interest in the utilization of this agreement dependent on the results of “needs testing: at each of their location.

Question No. 5: Does the City intend to enforce at all in the Summer, OR only when school is in session during the regular school calendar year?

Response No. 5: The City of Plantation desires enforcement whenever the school zones are active, including summer session. Not all schools in the City have summer sessions every year. Which schools have summer sessions is determined by Broward County Schools each year.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Erik Anderson
Louis Reinstein

Question No. 6: An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Please confirm that this letter is in addition to, and not a repeat of, the Transmittal Letter required on page 30.

Response No. 6: This letter is in addition to, and is not a repeat of, the Transmittal Letter required on page 30.

Question No. 7: The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

- What is the anticipated award date of the contract?
- What is the desired Go Live date?

Response No. 7: At this time the City does not have an anticipated “go-live” date, or anticipated contract award date.

Question No. 8: Please define the word “Principal” used here.

Response No. 8: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 9: Please define the term “operating model.” What specific information is the City interested in from potential vendors?

Response No. 9: How business components work together in line with the guiding principles mentioned herein. A visual or written representation of how a company’s system runs and operate. Describe what your system/company offers, the benefits of your system vs another’s. Describe what sets your system and company apart from others.

Proposals **must** be submitted on or before **December 6th at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

FIRM’S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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ADDENDUM No. 2

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 17, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: Is the vendor required to process payments on the program?

- a. If so, is this for mail in payments ("lockbox"), Web payments, Phone payments? OR if only certain types please specify

Response No. 1: Yes, the vendor will be required to process payments. Online, phone, and mail in payments with credit card, check, or echeck.

Question No. 2: Is the vendor expected to provide customer service representatives to answer citizen inquiries?

Response No. 2: Yes, the vendor will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web based customer service is also welcomed.

Question No. 3: How long should vendors assume in their models for receipt of permits from time of request?

Response No. 3: Fourteen (14) Days

Question No. 4: For each potential School Zone for enforcement, how many lanes are there in each direction for enforcement?

Response No. 4: No more than five (5) lanes in each direction. The number of lanes may decrease based on the agency, and area.

Question No. 5: Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. 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. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

OFFICE OF THE MAYOR

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Please define the word “Principal” used here.

Response No. 5: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 6: Corporate Resolution

Given the short time frame, we would be unable to assemble our board of directors in time to complete and sign this resolution. Will the City accept a Secretary’s Certificate as an approved equivalent?

Response No. 6: The City accept a Secretary’s Certificate as an approved equivalent, however reserves the right to request Corporate Resolution at which time the Firm shall comply accordingly.

Proposals **must** be submitted on or before **December 6th at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

FIRM’S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
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Director



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ADDENDUM No. 3

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 28, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Change(s)

By issuance of this addendum the Proposal Opening Date is hereby changed from December 6th, 2023 at 11:00AM to **January 9th, 2024 at 11:00AM**

Proposals **must** be submitted on or before **January 9th 2024 at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
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ADDENDUM No. 4

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: January 5, 2024

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Question and Answers

Question No. 1: Can the City please explain what information they are looking for in the needs testing?

Response No. 1: The City is looking for an overall vehicle count and number of vehicles that are exceeding the posted speed limit in excess of the 10 MPH threshold.

Question No. 2 How many school zones are in state right of ways? And will the 14-day permitting timeline be the same for state and county right of way usage?

Response No. 2 This response only pertains to the City of Plantation. There are 2 school zones located within the state ROW. The remaining school zones are either in Broward County or City ROW.

Question No. 3: Are the camera's referenced in a) above the Speed Detection Device cameras, ALPR cameras, or is it your expectation that both be used for this purpose?

Response No. 3: Please explain the firm's ability to operate as speed detection cameras with integrated ALPR capabilities, however, the primary focus of this project is school speed cameras

Question No. 4: During what hours do you expect the live streaming video feeds to be available?

Responses No. 4: During authorized enforcement periods. If the law, now or in the future, allows the Police Department to utilize this capability outside of enforcement periods, the City would request the capability to livestream at all times in compliance with the law.

Question No. 5: Is it your expectation that the ALPR and video system capabilities will be available 24/7, 365 days per year?

Response No. 5: Yes, if permitted by law now or in the future.

Question No. 6: Are you of the opinion that the services listed above in a) and b) do not conflict with the language of Florida Statute 316.1896(15) which reads: (a) A speed detection system in a school zone may not be used for remote surveillance. (emphasis added)"... "Recorded video or photographs collected as part of a speed detection

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systems in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system. (emphasis added)”

Response No. 6: This is a new law and it is expected that future case law will provide further clarification as to what constitutes “remote surveillance” and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 7: Should any of the services requested by City be found to be in violation of Florida Statute 316.1896, will the City indemnify firm from any legal action resulting from the violation?

Response No. 7: The City intends to comply with all laws at all times. The City will not indemnify Firm from any legal action resulting from any violation. Firm shall comply with the Law, and ensure the system offered is operating in compliance with the Law.

Question No. 8: - Do you intend to permit the use of separate ALPR and video camera systems, or is the plan to utilize the speed enforcement system as both an ALPR and video system?

Response No. 8: If permitted by law the City intends for the speed enforcement system to have ALPR capabilities that integrate with the above systems.

Question No. 9: Is it your expectation that the ALPR cameras in each location as noted in c) above will be separate and independent from the cameras used for speed detection as defined by the statute or are you of the opinion that the services listed above do not conflict with the language of Florida Statute 316.1896(15).

Response No. 9: If permitted by law the City would prefer the speed detection cameras to have ALPR capabilities. If not permitted then the City may request to install a separate ALPR camera utilizing the same infrastructure. This is a new law and it is expected that future case law will provide further clarification as to what constitutes “remote surveillance” and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 10: Is the stored footage referred to in a) above the stored footage of violation videos only or any footage recorded?

Response No. 10: Any video recorded pursuant to a lawful use.

Question No. 11: Does the footage need to be made accessible through any video management software or must it be through the LPR vendor currently being utilized by the Plantation Police Department? If the current vendor, what is the source in which the live video needs to feed into?

Response No. 11: Any video management software capable of being supported by City IT Department.

Question No. 12: While we would have no objection to the City adding additional equipment to the poles, adding additional equipment to the poles would require a new wind load/structural requirement. With that in mind, is the City going to handle engineering associated with modifications?

Response No. 12: Yes, the City will be responsible for any needed Engineering studies for any additional equipment added that was not part of the original plan.

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Question No. 13: The systems we are proposing operates 24/7 off solar. In the event you decide to add additional equipment, can we add, at no charge to the City, additional solar/battery to the system to accommodate for that increase? If so, would you be able to advise us while we are in the engineering phase in order that we might account for the max power draws of each piece of equipment?

Response No. 13: Yes, and Yes, the City can provide this information

Question No. 14: Do the camera's need to be connected to or controlled by the flashing light systems installed currently? If so, who would be required to provide updated changes to school zone times?

Response No. 14: This response pertains to agencies in Broward County only. The City does not require the system to be connected to the flashing light systems as they are maintained and controlled by Broward County. Updated school zone times are set by Broward County.

Question No. 15: - Once a vendor is selected, who will coordinate the installation time frame?

Response No. 15: Installation will be coordinated with the Police Department in conjunction with City and County Engineering Departments, and FDOT where appropriate.

Question No. 16: Since the award is creating a procurement co-op, naming multiple cities/ systems throughout Broward, Palm Beach, and Miami Dade, is the evaluation committee a multi-agency committee or entirely comprised of City of Plantation staff?

Response No. 16: Currently the Selection Committee will comprise of City of Plantation staff. The City reserves the right to make changes to the selection committee, as necessary.

Question No. 17: If all or portions of the scope of services defined in the bid are found to not follow Florida Statutes, will the current bid be thrown out and reissued?

Response No. 17: If any portion of the solicitation is found to be in contradiction of the Florida Statute the Firm shall identify the contradiction within its submittal.

Question No. 18: Within section 4 Key Staff Experience and Qualifications, #3 Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s). Are resumes only required for named key staff?

Response No. 18: Resumes shall be provided for Key named Staff members (Proposer and Sub-Proposer). Firm reserves the right/ability to submit additional information as necessary.

Question No. 19: What qualifies as trade secret within a public request?

Response No. 19: Firm is encouraged to review/read Chapter 119 of the Florida Statutes for this determination.

Question No. 20: As this contract will be primarily based on a revenue share pricing structure and is not a "lump sum or cost or cost-plus-a-fixed fee professional services contract", do proposers need to complete the Truth in Negotiations Statement document.

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Response No. 20: The City is requiring that all Firm submitting a proposal to complete the “Truth in Negotiation Form” provided.

Question No. 21: Are the only price requirement included within the Bid/Proposal Form?

Response No. 21: Yes

Question No. 22: Will the City accept digital signatures as opposed to longhand that’s referenced on 3.1?

Response No. 22: The City will also accept digital signatures.

Question No. 23: On the proposed checklist, under submittal forms, it refers to register as a City of Plantation Vendor, where is this form?

Response No. 23: This action electronic and is performed on the City’s website (<https://www2.plantation.org/VendorApplication/>).

Question No. 24: Are we allowed to take exceptions?

Responses No. 24: Exception may be made. However, the Firm understands that the provided information within the solicitation provides the City preferred outcome and terms.

Question No. 25: Where should the proposed Schedule of Values be included within our response and what is a schedule of values?

Response No. 25: This solicitation does not require the submission of a Schedule of Values.

Question No. 26: Can Bidders number pages by major section?

Response No. 26: Yes.

Question No. 27: Can Bidders exclude signed forms, attachments, table of content, etc. from consecutive numbering requirement?

Response No. 27: Yes.

Question No. 28: Can the City please explain what information they are looking for in the needs testing?

Response No. 28: Testing system to ensure it meets the City’s desired outcome as described.

Question No. 29: Please confirm that a certificate of insurance is not required with the proposal and only confirmation that we can meet the requirement by submitting the Certificate of Insurance Summary form on page 63 of the RFSP.

Response No. 29: Submittal of a Certificate of Insurance is not required. However, submission of a sample Certificate of Insurance is encouraged. Submission of the Certificate of Insurance Summary form is required.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Timothy J. Fadgen, President
Louis Reinstein, President Pro Tem
Erik Anderson
Jennifer Andreu
Denise Horland

Question No. 30: If there has not been any work performed previously by the vendor for the City of Plantation should this for be left Blank; or possibly enter N/A for the various columns?

Response No. 30: No Form or column should be left blank; the Firm shall use N/A where applicable and still sign Form(s) if necessary.

Proposals **must** be submitted on or before **January 9th 2024 at 11:00AM**. Proposals must be submitted electronically **ONLY** via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

CITY OF PLANTATION



REQUEST FOR SEALED PROPOSALS **RFSP NO. 005-24**

“SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES”

PROPOSAL OPENING DATE: **December 6, 2023**

PROPOSAL OPENING TIME: **11:00AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

BID REQUIREMENTS

BID BOND – N/A

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – N/A

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Bids not received electronically via Demand Star will be rejected.

CONTACT PERSON: CHARLES SPENCER

EMAIL: ESPENCER@PLANTATION.ORG

PHONE NUMBER: (954) 797-2647

PROCUREMENT DEPARTMENT



Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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LEGAL ADVERTISEMENT

November 2, 2023

The Sun Sentinel
333 SW 12 Avenue
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Proposers in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

RFSP No. 005-24
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES
CITY OF PLANTATION

All Responses will be received electronically via the Demand Star website on or before **11:00 am. on Wednesday, December 6, 2023.** Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the above referenced date.

If a Bid Bond is required for this solicitation the original bid bond shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

General Description of Scope of Services:

- The City of Plantation is requesting proposals from qualified Firms for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections.

All questions may be addressed in writing to the Charles Spencer, Procurement Director, 400 NW 73 Avenue Plantation, Florida. Charles Spencer can be reached at 954-797-2647, Monday Through Friday, 8AM to 4:30PM, Email: Espencer@plantation.org.

The City reserves the right to reject any and all proposals and to accept the one that is in the best interests of the City.

Yours Truly,

April Beggerow, City Clerk
City of Plantation

Updated July 2023

NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting proposals for **RFSP NO. 005-24; Speed Detection Camera System for School Zones**. The project will generally consist of, but is not limited to, the following:

- **The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agency. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the Firm(s). The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.**

Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

Important Time(s) and Date(s):

- Proposal Opening: December 6, 2023 at 11:00am
 - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original proposal security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Director, Charles Spencer**, 400 NW 73rd Avenue, Plantation Florida 33317. Charles Spencer can be reached at 954-797-2647, Monday through Friday, 8AM to 4:30PM, Email: ESpencer@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

Updated July 2023

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.

GENERAL TERMS AND PROVISIONS

- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.
- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

Revised June 2023

GENERAL TERMS AND PROVISIONS

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.
 - 2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
 - 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
 - 5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
 - 6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
 - 7. The quality, availability and adaptability of the goods or services to the particular use required.
 - 8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

Revised June 2023

GENERAL TERMS AND PROVISIONS

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

Revised June 2023

GENERAL TERMS AND PROVISIONS

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

GENERAL TERMS AND PROVISIONS

- A. 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 Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

GENERAL TERMS AND PROVISIONS

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

GENERAL TERMS AND PROVISIONS

29. CONTRACT TERMS/OPTION

- A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.
 - 1. Prices must be valid and remain the same for the initial term.
- B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

GENERAL TERMS AND PROVISIONS

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

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**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237**

ABEGGEROW@PLANTATION.ORG

36. **PUBLIC AGENCY CONTRACTING**

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. **BUY AMERICAN ACT**

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

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Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

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section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

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INSTRUCTION TO PROPOSERS

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer
- 1.2 City Rep: City of Plantation, Procurement Director or Designee
- 1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.
- 1.4 Firm: The Proposer with whom City enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.
- 1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents
- 1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.
- 1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF SOLICITATION DOCUMENTS:

- 2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.
- 2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or

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misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

- 3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.
- 3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- 3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

- 4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

- 5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

- 6.1. The Proposer shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

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- 7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.
- 7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

- 8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

- 9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.
- 9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the

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work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

- 10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

- 11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

- 13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

- 14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the

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work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

- 14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.
- 14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

- 15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- 15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records

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in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

- 15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

- 16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.
- 16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.
- 16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

- 17.1. **If required an original proposal security shall be provided.** The amount and type of Proposal Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.
- 17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required

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Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

- 17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.
- 17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.
- 17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.
- 18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

- 19.1. City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) Firm shall pay City **\$100.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any

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extensions thereof made in accordance with this Contract) until the Work has obtained Final Completion.

20. SCHEDULE OF VALUES

- 20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

- 21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

22. CONTRACT SECURITY

- 22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must accompany it. This bond may be required for all Projects having an estimated cost of \$200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents.

END OF SECTION

SCOPE OF SERVICES

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of “hot list” data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

SCOPE OF SERVICES

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
 - Seven (7) School Zones
 - Currently utilizing FLOCK Automatic License Plate Reader Software
- City of Delray Beach
 - Ten (10) +/- School Zones
 - Currently utilizing VIGILANT Automatic License Plate Reader Software
- City of Miami Shores
 - Four (4) School Zones
 - Currently utilizing INSIGHT Automatic License Plate Reader Software

SCOPE OF SERVICES

- City of Doral
 - o Twenty (20) School Zones
 - o Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
 - o None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
 - o Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

PROPOSAL REQUIREMENTS

RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar.com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

PROPOSAL REQUIREMENTS

4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the proposed services;
- 2) Working knowledge of the City of Plantation;
- 3) Describe the current work load of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the City's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State

PROPOSAL REQUIREMENTS

of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
- 4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. 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. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required.

END OF SECTION

Proposal Evaluation Method and Criteria

EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the

Proposal Evaluation Method and Criteria

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

Proposal Evaluation Method and Criteria

EVALUATION CRITERIA

Criteria for Evaluation	Available Points
Qualifications and Experience / Ability of Professional Personnel - o Availability of qualified personnel - o The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel and continuity of staff. - o Ability to perform additional services and provide technical support throughout the period of engagement - o Ability to meet set standards - o Previous contracting experience with the City and other governmental agencies - o Evidence of a capable and well-organized engagement team and management plan - o Evidence of insurance and/or bonding capacity	25
Quality of Services - o Conveyance of a willingness to work with City staff to maximize resources. - o The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. - o High quality level of services to be provided to City	20
Technical Approach to the Project/Scope of Work - o Approach to the Project and Methodology - o Understanding of City needs - o Technical Soundness of the proposal - o Applicability of the services offered - o Meeting the City's operational requirements - o Timeline - o Features - o Adaptability to other ALPR Systems besides REKOR, Vigilant, FLOCK	20
Fee o Revenue Split Amount	25
Other - o Overall completeness, clarity, and quality of proposal - o Location of firm - o Volume of Work in process	10
Maximum Technical Points	100

END OF SECTION

BID/PROPOSAL FORM

ITB NO. 005-24

Speed Detection Camera System for School Zones

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: _____

Operating Model:

1. Please describe your operating model including citation billing and remittance to the City.

2. Please provide the revenue split the City will receive along with any other pertinent information.

3. What automated license plate readers (ALPR) systems does your System/Firm merge with?
Please circle one or more below.

FLOCK; REKOR; VILGILANT; INSIGHT; OTHER(S); _____

This request is issued as no cost to the City and completely revenue funded for the contract.
The City will not entertain any other pricing arrangement.

GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of _____, 2023 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

_____.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

Updated July 2023

PROPOSER'S CERTIFICATION

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Updated June 2023

PROPOSER'S CERTIFICATION

Type of identification produced _____ (NOTARY'S SEAL)

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF _____)
SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

Updated June 2023

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned
Secretary of _____ (The "Corporation") authorized to do business in
the State of Florida, having its principle place of business at
_____. The Corporation is duly organized and
existing under laws of the State of _____ and the following is true, accurate and
complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said
Corporation duly held _____ day of _____, _____ at which meeting there was
present and acting throughout a quorum authorized to transact business hereinafter described, and that the
proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said
resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title)
of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said
Corporation, in its name and for its account for _____ (Project Title) and to take
such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable
in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the
Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and
they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the
seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the
same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20__

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This ____ day of _____, 20 ____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
Project Manager		
List other Key Members:		

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? ____ Yes ____ No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

_____ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

_____ %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

FORM 4

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES that have been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.

4. <u>Project Name & Location</u>		<u>Project Owners Name & Address</u>
<u>Project Manager:</u>		
<u>Completion Date (Actual or Estimated)</u>		<u>Project Owner's Contact Person, Title, & Telephone Number</u>
<u>Estimated Cost (In Thousands)</u>		
Entire Project \$	Work for which firm was/is responsible \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u>		

FORM 5

Prime Consultant’s volume of work performed for the City of Plantation
as a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 6

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for any of the City's future projects.

The foregoing is a statement of facts.

Signature _____ Telephone Number _____

Typed Name and Title: _____

Date:

REFERENCES

The Proposer shall submit the following minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. 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, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or 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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An 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, executives, 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 prima 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 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 binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please 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 management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

Revised June 2023

PUBLIC ENTITY CRIMES

Fill in Form

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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 THOROUGH 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.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

Revised June 2023

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply 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 the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 action 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's policy of maintaining a 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 condition 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Printed Name

Bidder Name

Date

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

BIDDER:

Typed name: _____

By: _____

Name: _____

Typed name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires: _____

NOTARY PUBLIC

Revised July 2023

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

- The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - () The reporting person;
 - () The spouse of the reporting person, whose name is _____; or
 - () A child of the reporting person, whose name is _____.
- The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
 - () Supplying the following realty, goods, and/or services: _____.
 - () Regulation of the business entity by the governmental agency served by the advisory board member.
- The following business entity is doing business with or regulated by the governmental agency:

_____.
- The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
 - () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets of capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
 - () Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

☐ The reporting person;

☐ The spouse of the reporting person, whose name is _____; or

☐ A child of the reporting person, whose name is _____.
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

_____.
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY) (ADDRESS OF ENTITY)
4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;
☐ Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by _____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of _____ (name of company acknowledging), a _____ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

INSURANCE REQUIREMENTS

Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation 400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

INSURANCE REQUIREMENTS

Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit __, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

**RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE
TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)**

INSURANCE REQUIREMENTS

TYPE OF INSURANCE	INS D	WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☐ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☐ Broad Form Property Damage ☒ Independent Firms ☒ Personal Injury Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	✓	☑	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$ 1 mil \$ 1 mil \$ 2 mil \$ 1 mil \$ 1 mil	
AUTO LIABILITY ☐ Comprehensive Form ☐ Owned ☐ Hired ☐ Non-owned ☐ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	✓	☑	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$ 1 mil	
☐ EXCESS LIABILITY Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
☐ EMPLOYER'S LIABILITY			Each Accident	\$ 100k	
☐ POLLUTION / ENVIRONMENTAL LIABILITY	☑	☑	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 1 mil 2 years \$10 k	Completed Value
☐ PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE	☐	☑	*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	✓	☑	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 1 mil 3 years \$10 k	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 1 mil 3 years \$10 k	Completed Value
Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. *Firm is responsible for all Deductibles.					
CERTIFICATE HOLDER: City of Plantation 400 NW 73 rd Avenue Plantation, FL 33317					

INSURANCE REQUIREMENTS

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

FIRM

DATE

CITY OF PLANTATION
Risk Manager

City’s Risk Manager hereby waives the following Insurance Requirements

Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Proposer's Name: _____ **Date:** _____

Revenue Split the City Will Receive: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Disadvantaged Business Enterprise: Yes ☐ or No ☐

Submitted Forms:

- | | |
|---|--|
| ☐ Proposer Certification | ☐ Registered as a City of Plantation Vendor |
| ☐ Proposal Form | ☐ Signed General Terms and Provisions |
| ☐ Addendums Acknowledge Form | ☐ Proposal Guarantee Form |
| ☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services | |
| ☐ Proposal Checklist and Summary Form | ☐ References |
| ☐ Public Entity Crimes Forms | ☐ Drug Free Workplace Form |
| ☐ Certificate of Insurance Requirements Form | ☐ Truth in Negotiation |
| ☐ Forms A-1, Firm Profile, Form 3, Form 4, Form 5, Form 6 | |
| ☐ Corporate Resolution | ☐ Disclosure of Business Transaction Form |

Signature: _____

Printed Name: _____

Revised June 2023

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-
TERM CONTRACT

AGREEMENT NO. 005-24

**Agreement
By and Between
CITY OF PLANTATION
&
REDSPEED FLORIDA, LLC
For
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT
AGREEMENT NO. 005-24**

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 25th day of June, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and REDSPEED FLORIDA, LLC, a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Negotiated Scope of Services, **Exhibit "B"** Advertised Scope of Services, **Exhibit "C"** Addendum, **Exhibit "D"** documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, **Exhibit "E"**, Insurance Requirements, **Exhibit "F"** General Terms and Provisions, **Exhibit "G"** FBI CJIS Security Addendum.

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

B. Term. The term of this Agreement shall have an initial term of five (5) years commencing June 25th, 2024, expiring June 24th, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed's exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Permits, Fees, and Licenses. RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A"**.

D. Schedule of Services. RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by RedSpeed shall be subject to the approval of City.

F. Substitution of Key Personnel. RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman

Julio Silva

G. City's Representative. The City hereby designates Chief Administrative Officer, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.

H. RedSpeed's Representative. RedSpeed hereby designates Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

I. Coordination of Services. RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.

J. Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.

K. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.

L. Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

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notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.

N. Safety. RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

O. Accounting Records. RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

B. During any term of the Agreement, the City shall receive or retain **\$39.00** or **65%** whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

C. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.

D. Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

E. Extra Work. At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.

F. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.

B. For Cause. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeed's performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement (“Documents & Data”). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. Subcontractor. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

D. Indemnification. RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by RedSpeed from the City that such amount is due, be made by RedSpeed prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and RedSpeed shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by RedSpeed of written notice from the City that such payment is due. RedSpeed agrees, at RedSpeed's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by RedSpeed. Additionally, if RedSpeed, after receipt of written notices from the City, fails to make any payment due hereunder to the City, RedSpeed shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from RedSpeed.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.

ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

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D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. CJIS Security Policy:

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJIS, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.
- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:
 - o A preemployment background check;
 - o Security training required by Federal CJIS regulations; and
 - o Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.

G. City's Right to Employ Other Contractors. City reserves right employ other Contractors in connection with this Project.

H. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

I. Assignment or Transfer. RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

J. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

K. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

L. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

M. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Services provided on behalf of the Districts.

N. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

O. Prohibited Interests. RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.

P. Conflicts of Interest. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

R. Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Redspeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- Named Agencies:
 - o City of Coconut Creek
 - o City of Delray Beach
 - o City of Miami Shores
 - o City of Doral
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

- O None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
- O Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

T. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

U. Authority to Enter Agreement. RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

V. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

W. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

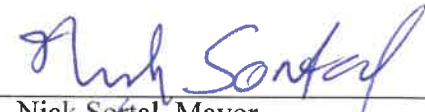
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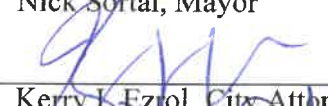
IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed.

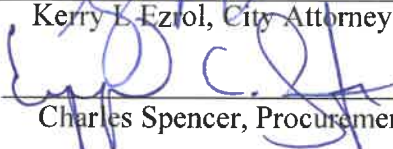
Attest: 
April Beggerow, City Clerk



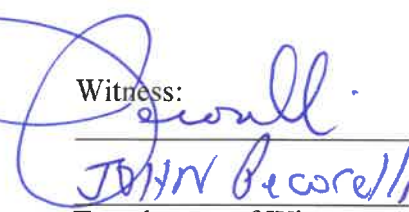
CITY OF PLANTATION

By: 
Nick Sortal, Mayor

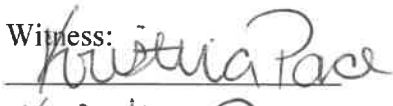
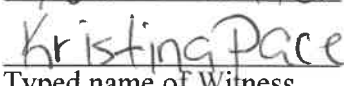
As to legal form: 
Kerry L. Ezziol, City Attorney

As to Procurement: 
Charles Spencer, Procurement Director

Witness:


Typed name of Witness

Witness:

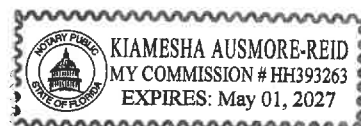


Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of June, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires: May 1, 2027


NOTARY PUBLIC
Admin POST II



Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC.
a Florida Limited Liability Company

Witness:

Vannessa Torres
Typed name of Witness

Witness:

Yosita Ranceoff
Typed name of Witness

By:

Robert Liberman
Robert Liberman, Manager

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th of May, 2024 (date) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers License (type of identification) as identification.

My commission expires: August 21, 2027

James Pyke

NOTARY PUBLIC

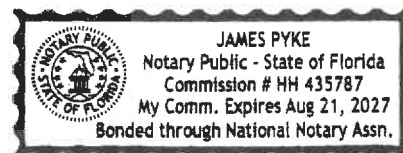


EXHIBIT “A”
(NEGOTIATED SCOPE OF SERVICES)



DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or RedSpeed as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Traffic Enforcement Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Traffic Enforcement Officer” means an employee of City’s police department or other City employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

“Violation” means a violation under Chapter 316, Florida Statutes or a violation of City’s Code of Ordinances, as may be amended from time to time.

THIS SECTION WAS INTENTIONALLY LEFT BLANK



SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "CITY Scope of Work". REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City. If termination provision within the Agreement is exercised REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall non-functional for more than five (5) calendar days. REDSPEED shall provide City with reports view reports that measure down time.

REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

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8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.
 9. REDSPEED will establish a demand deposit account bearing the title, “RedSpeed Florida LLC as agent for The City of Plantation at CIBC Bank.” All funds collected on behalf of CITY, excluding REDSPEED’s weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to CITY’s primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY’s financial interest in said bank account is preserved.
 10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.
 11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
 12. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.
 13. REDSPEED shall provide CITY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
 14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
 15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
 16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
 17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY’s agent.
 18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.

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19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
 20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.
 21. If required by CITY, REDSPEED shall, at REDSPEED's expense, provide and train CITY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
 22. In those instances where damage to an SPE System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
 23. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
 - 23a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.
 24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
 26. REDSPEED shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.
 27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.
 28. CITY will have real-time access to violation and camera data.
 29. REDSPEED at the direction of the CITY will install and maintain any required signage including flashers.

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30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.
 31. REDSPEED shall provide/build custom reports for the CITY at no cost.
 32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following City's approval.
 33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by CITY.

THIS SECTION WAS INTENTIONALLY LEFT BLANK



SECTION 2.

CITY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.
2. Within seven (7) business days of the Agreement, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY's police department to approve and issue Notices of Violation.
4. CITY may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at CITY's facility or by appointment with the Police Department.
6. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY will endeavor to approve the plans in a timely manner.
7. CITY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
8. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
9. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.
10. CITY's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or CITY's Ordinances within five (5) days (excluding Saturday, Sunday and CITY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

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11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
 12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
 13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
 - 13a. Should the CITY receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.
 14. If remote access to a REDSPEED SPE System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
 15. CITY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
 16. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).
 17. CITY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

EXHIBIT “B”
(Advertised Scope of Services)

SCOPE OF SERVICES

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of “hot list” data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

SCOPE OF SERVICES

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
 - Seven (7) School Zones
 - Currently utilizing FLOCK Automatic License Plate Reader Software
- City of Delray Beach
 - Ten (10) +/- School Zones
 - Currently utilizing VIGILANT Automatic License Plate Reader Software
- City of Miami Shores
 - Four (4) School Zones
 - Currently utilizing INSIGHT Automatic License Plate Reader Software

SCOPE OF SERVICES

- City of Doral
 - o Twenty (20) School Zones
 - o Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
 - o None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
 - o Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

EXHIBIT “C”
(Addendums)

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Robert Liberman, on this 28th, day of December, 2023 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.
_____.

Addenda Numbers Received:

1, 2 and 3

AUTHORIZED SIGNATURE:

Robert Liberman

PRINTED NAME OF ABOVE:

Robert Liberman

TITLE OF ABOVE:

CEO

COMPANY NAME:

RedSpeed Florida

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 1

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 14, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: How many school zones does the City of Plantation want to be enforced with this RFSP award?

Response No. 1: There are 10 public schools in the City of Plantation. The number of schools selected for enforcement will depend on the results of the needs testing at each location

Question No. 2: Is bidirectional enforcement required at all school zone sites in the City of Plantation? If not, which ones will and which ones will not?

Response No. 2: Bidirectional enforcement required at all school zone sites in the City of Plantation.

Question No. 3: Will the City provide a 10 – 14 calendar day extension to the deadline?

Response No. 3: At this time the City is not considering an extension to the deadline/proposal opening.

Question No. 4: Are the potential partner municipalities that were listed planning to actually utilize this procurement OR is this just potential info at this point?

Response No. 4: The listed municipalities are expressed interest in the utilization of this agreement dependent on the results of “needs testing: at each of their location.

Question No. 5: Does the City intend to enforce at all in the Summer, OR only when school is in session during the regular school calendar year?

Response No. 5: The City of Plantation desires enforcement whenever the school zones are active, including summer session. Not all schools in the City have summer sessions every year. Which schools have summer sessions is determined by Broward County Schools each year.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

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Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

Question No. 6: An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Please confirm that this letter is in addition to, and not a repeat of, the Transmittal Letter required on page 30.

Response No. 6: This letter is in addition to, and is not a repeat of, the Transmittal Letter required on page 30.

Question No. 7: The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

- What is the anticipated award date of the contract?
- What is the desired Go Live date?

Response No. 7: At this time the City does not have an anticipated “go-live” date, or anticipated contract award date.

Question No. 8: Please define the word “Principal” used here.

Response No. 8: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 9: Please define the term “operating model.” What specific information is the City interested in from potential vendors?

Response No. 9: How business components work together in line with the guiding principles mentioned herein. A visual or written representation of how a company’s system runs and operate. Describe what your system/company offers, the benefits of your system vs another’s. Describe what sets your system and company apart from others.

Proposals **must** be submitted on or before **December 6th at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

FIRM’S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Jennifer Andreu, President
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Erik Anderson
Louis Reinstein

ADDENDUM No. 2

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 17, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: Is the vendor required to process payments on the program?

- a. If so, is this for mail in payments ("lockbox"), Web payments, Phone payments? OR if only certain types please specify

Response No. 1: Yes, the vendor will be required to process payments. Online, phone, and mail in payments with credit card, check, or echeck.

Question No. 2: Is the vendor expected to provide customer service representatives to answer citizen inquiries?

Response No. 2: Yes, the vendor will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web based customer service is also welcomed.

Question No. 3: How long should vendors assume in their models for receipt of permits from time of request?

Response No. 3: Fourteen (14) Days

Question No. 4: For each potential School Zone for enforcement, how many lanes are there in each direction for enforcement?

Response No. 4: No more than five (5) lanes in each direction. The number of lanes may decrease based on the agency, and area.

Question No. 5: Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. 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. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

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Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

Please define the word “Principal” used here.

Response No. 5: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 6: Corporate Resolution

Given the short time frame, we would be unable to assemble our board of directors in time to complete and sign this resolution. Will the City accept a Secretary’s Certificate as an approved equivalent?

Response No. 6: The City accept a Secretary’s Certificate as an approved equivalent, however reserves the right to request Corporate Resolution at which time the Firm shall comply accordingly.

Proposals **must** be submitted on or before **December 6th at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

FIRM’S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Jennifer Andreu, President
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Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 3

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 28, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Change(s)

By issuance of this addendum the Proposal Opening Date is hereby changed from December 6th, 2023 at 11:00AM to **January 9th, 2024 at 11:00AM**

Proposals **must** be submitted on or before **January 9th 2024 at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Timothy J. Fadgen, President
Louis Reinstein, President Pro Tem
Erik Anderson
Jennifer Andreu
Denise Horland

ADDENDUM No. 4

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: January 5, 2024

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Question and Answers

Question No. 1: Can the City please explain what information they are looking for in the needs testing?

Response No. 1: The City is looking for an overall vehicle count and number of vehicles that are exceeding the posted speed limit in excess of the 10 MPH threshold.

Question No. 2 How many school zones are in state right of ways? And will the 14-day permitting timeline be the same for state and county right of way usage?

Response No. 2 This response only pertains to the City of Plantation. There are 2 school zones located within the state ROW. The remaining school zones are either in Broward County or City ROW.

Question No. 3: Are the camera's referenced in a) above the Speed Detection Device cameras, ALPR cameras, or is it your expectation that both be used for this purpose?

Response No. 3: Please explain the firm's ability to operate as speed detection cameras with integrated ALPR capabilities, however, the primary focus of this project is school speed cameras

Question No. 4: During what hours do you expect the live streaming video feeds to be available?

Responses No. 4: During authorized enforcement periods. If the law, now or in the future, allows the Police Department to utilize this capability outside of enforcement periods, the City would request the capability to livestream at all times in compliance with the law.

Question No. 5: Is it your expectation that the ALPR and video system capabilities will be available 24/7, 365 days per year?

Response No. 5: Yes, if permitted by law now or in the future.

Question No. 6: Are you of the opinion that the services listed above in a) and b) do not conflict with the language of Florida Statute 316.1896(15) which reads: (a) A speed detection system in a school zone may not be used for remote surveillance. (emphasis added)"... "Recorded video or photographs collected as part of a speed detection

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Denise Horland

systems in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system. (emphasis added)”

Response No. 6: This is a new law and it is expected that future case law will provide further clarification as to what constitutes “remote surveillance” and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 7: Should any of the services requested by City be found to be in violation of Florida Statute 316.1896, will the City indemnify firm from any legal action resulting from the violation?

Response No. 7: The City intends to comply with all laws at all times. The City will not indemnify Firm from any legal action resulting from any violation. Firm shall comply with the Law, and ensure the system offered is operating in compliance with the Law.

Question No. 8: - Do you intend to permit the use of separate ALPR and video camera systems, or is the plan to utilize the speed enforcement system as both an ALPR and video system?

Response No. 8: If permitted by law the City intends for the speed enforcement system to have ALPR capabilities that integrate with the above systems.

Question No. 9: Is it your expectation that the ALPR cameras in each location as noted in c) above will be separate and independent from the cameras used for speed detection as defined by the statute or are you of the opinion that the services listed above do not conflict with the language of Florida Statute 316.1896(15).

Response No. 9: If permitted by law the City would prefer the speed detection cameras to have ALPR capabilities. If not permitted then the City may request to install a separate ALPR camera utilizing the same infrastructure. This is a new law and it is expected that future case law will provide further clarification as to what constitutes “remote surveillance” and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 10: Is the stored footage referred to in a) above the stored footage of violation videos only or any footage recorded?

Response No. 10: Any video recorded pursuant to a lawful use.

Question No. 11: Does the footage need to be made accessible through any video management software or must it be through the LPR vendor currently being utilized by the Plantation Police Department? If the current vendor, what is the source in which the live video needs to feed into?

Response No. 11: Any video management software capable of being supported by City IT Department.

Question No. 12: While we would have no objection to the City adding additional equipment to the poles, adding additional equipment to the poles would require a new wind load/structural requirement. With that in mind, is the City going to handle engineering associated with modifications?

Response No. 12: Yes, the City will be responsible for any needed Engineering studies for any additional equipment added that was not part of the original plan.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director

**CITY COUNCIL**

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Denise Horland

Question No. 13: The systems we are proposing operates 24/7 off solar. In the event you decide to add additional equipment, can we add, at no charge to the City, additional solar/battery to the system to accommodate for that increase? If so, would you be able to advise us while we are in the engineering phase in order that we might account for the max power draws of each piece of equipment?

Response No. 13: Yes, and Yes, the City can provide this information

Question No. 14: Do the camera's need to be connected to or controlled by the flashing light systems installed currently? If so, who would be required to provide updated changes to school zone times?

Response No. 14: This response pertains to agencies in Broward County only. The City does not require the system to be connected to the flashing light systems as they are maintained and controlled by Broward County. Updated school zone times are set by Broward County.

Question No. 15: - Once a vendor is selected, who will coordinate the installation time frame?

Response No. 15: Installation will be coordinated with the Police Department in conjunction with City and County Engineering Departments, and FDOT where appropriate.

Question No. 16: Since the award is creating a procurement co-op, naming multiple cities/ systems throughout Broward, Palm Beach, and Miami Dade, is the evaluation committee a multi-agency committee or entirely comprised of City of Plantation staff?

Response No. 16: Currently the Selection Committee will comprise of City of Plantation staff. The City reserves the right to make changes to the selection committee, as necessary.

Question No. 17: If all or portions of the scope of services defined in the bid are found to not follow Florida Statutes, will the current bid be thrown out and reissued?

Response No. 17: If any portion of the solicitation is found to be in contradiction of the Florida Statute the Firm shall identify the contradiction within its submittal.

Question No. 18: Within section 4 Key Staff Experience and Qualifications, #3 Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s). Are resumes only required for named key staff?

Response No. 18: Resumes shall be provided for Key named Staff members (Proposer and Sub-Proposer). Firm reserves the right/ability to submit additional information as necessary.

Question No. 19: What qualifies as trade secret within a public request?

Response No. 19: Firm is encouraged to review/read Chapter 119 of the Florida Statutes for this determination.

Question No. 20: As this contract will be primarily based on a revenue share pricing structure and is not a "lump sum or cost or cost-plus-a-fixed fee professional services contract", do proposers need to complete the Truth in Negotiations Statement document.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Denise Horland

Response No. 20: The City is requiring that all Firm submitting a proposal to complete the “Truth in Negotiation Form” provided.

Question No. 21: Are the only price requirement included within the Bid/Proposal Form?

Response No. 21: Yes

Question No. 22: Will the City accept digital signatures as opposed to longhand that’s referenced on 3.1?

Response No. 22: The City will also accept digital signatures.

Question No. 23: On the proposed checklist, under submittal forms, it refers to register as a City of Plantation Vendor, where is this form?

Response No. 23: This action electronic and is performed on the City’s website (<https://www2.plantation.org/VendorApplication/>).

Question No. 24: Are we allowed to take exceptions?

Responses No. 24: Exception may be made. However, the Firm understands that the provided information within the solicitation provides the City preferred outcome and terms.

Question No. 25: Where should the proposed Schedule of Values be included within our response and what is a schedule of values?

Response No. 25: This solicitation does not require the submission of a Schedule of Values.

Question No. 26: Can Bidders number pages by major section?

Response No. 26: Yes.

Question No. 27: Can Bidders exclude signed forms, attachments, table of content, etc. from consecutive numbering requirement?

Response No. 27: Yes.

Question No. 28: Can the City please explain what information they are looking for in the needs testing?

Response No. 28: Testing system to ensure it meets the City’s desired outcome as described.

Question No. 29: Please confirm that a certificate of insurance is not required with the proposal and only confirmation that we can meet the requirement by submitting the Certificate of Insurance Summary form on page 63 of the RFSP.

Response No. 29: Submittal of a Certificate of Insurance is not required. However, submission of a sample Certificate of Insurance is encouraged. Submission of the Certificate of Insurance Summary form is required.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Timothy J. Fadgen, President
Louis Reinstein, President Pro Tem
Erik Anderson
Jennifer Andreu
Denise Horland

Question No. 30: If there has not been any work performed previously by the vendor for the City of Plantation should this for be left Blank; or possibly enter N/A for the various columns?

Response No. 30: No Form or column should be left blank; the Firm shall use N/A where applicable and still sign Form(s) if necessary.

Proposals **must** be submitted on or before **January 9th 2024 at 11:00AM**. Proposals must be submitted electronically **ONLY** via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____



EXHIBIT “D”

(Documentation required by the City submitted
by the RedSpeed during the solicitation period
prior to Notice of Award)

RedSpeed Key Personnel

RedSpeed has assembled a comprehensive implementation and management team comprising seasoned industry professionals representing each key service delivery culture: Engineering, Project Management and Operations.

The following team members have been assembled to spearhead this program based on their individual experience, dedication, and proven ability to perform at the highest levels on similar projects. RedSpeed currently has four (4) full-time employees working in Florida and is in the hiring process for four (4) more.



Certificate of Approval



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY PURSUANT TO RULE 15B-2.007(1) AND 15B-2.008 FLORIDA ADMINISTRATION CODE THAT THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES HAS ON FILE THE FOLLOWING INFORMATION PERTAINING TO A RADAR SPEED MEASURING DEVICE (RSMD) OR LASER SPEED MEASURING DEVICE (LSMD):

1. _____ (CHECK FOR RSMD) A CERTIFICATE OF TYPE ACCEPTANCE BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) AND THE DEVICE APPEARS ON THE CURRENT INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONSUMER PRODUCT LIST FOR RADAR SPEED CRITERIA OF RULE 15B-2.0082 FLORIDA ADMINISTRATIVE CODE.
2. X (CHECK FOR LSMD) A REPORT FROM AN INDEPENDENT TESTING LABORATORY CERTIFYING THAT A LASER SPEED MEASURING DEVICE MEETS THE MINIMUM DESIGN CRITERIA OF RULE 15B-2.014 FLORIDA ADMINISTRATIVE CODE.

Stalker LIDAR XLR

(TYPE OF EQUIPMENT OR ACCESSORIES)

Certified on April 04, 2013

MANUFACTURED BY
Applied Concepts Incorporated

2609 Technology Drive

Plano, Texas 75074

Certifying Authority (signature)

John J. Bagnardi

Certifying Authority (printed name)

Lieutenant

Title

April 04, 2013

Date

PROPOSER'S CERTIFICATION

Type of identification produced _____

(NOTARY'S SEAL)

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Illinois _____)

SS

COUNTY OF Will _____)

On this 28th day of December, 2023, before me, the undersigned authority, personally appeared Robert Liberman, to me known to be the individual described in and who executed the foregoing instrument as CEO of RedSpeed Florida, a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

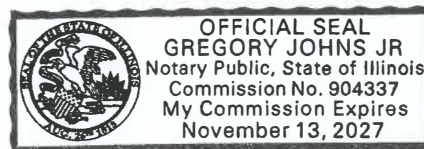
(Signature of Notary Public)

Gregory Johns Jr (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____

(NOTARY'S SEAL)



FORMS

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

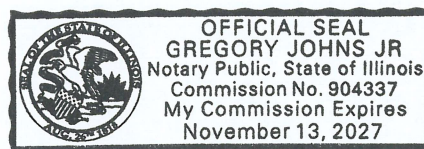
1. I (*printed name*) Robert Liberman am the (*title*) CEO and the duly authorized representative of the firm of (*Firm Name*) RedSpeed Florida, LLC whose address is 6245 Clark Center Ave Suite J
Sarasota, FL 34238, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: RedSpeed Florida, LLCPrinted Name: Robert LibermanSignature: Robert Liberman Title: CEODate: December 28, 2023STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28th (*date*) by Robert Liberman (*name of officer or agent, title of officer or agent*), of RedSpeed Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced [Signature] (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: 11/13/2027

FIRM PROFILE

1. Firm (or joint venture) Name & Address RedSpeed Florida, LLC Corporate Address: 450 Eisenhower Lane North Lombard, IL 60148 South Florida Office: 8333 N.W. 53rd Street, Suite 450 Doral, FL 33166 Florida Headquarters: 6245 Clark Center Ave, Suite 3 Sarasota, FL 34328 Florida Technical Center: 20725 A37 NE 16th Ave Miami, FL 33179	1e. Licensed to do business in the State of Florida ☒ Yes ☐ No
1a. Firm is ☒ National ☐ Regional ☐ Local FEIN # 80-0218940	1f. Name, Title & Telephone Number of Principal to Contact Robert Liberman 630.329.9856 robert.liberman@redspeed.com
1 b. Firm is a County Certified Small Business ☐ Yes ☒ No 1c. Firm is a County Certified Disadvantage Business Enterprise ☐ Yes ☒ No 1d. Firm is a Certified Minority Business ☐ Yes ☒ No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Please see Personnel Tab for detailed disciplines and assignments.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? ☐ Yes ☐ No	

FORMS**FORM 3****TEAM COMPOSITION**

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Robert Liberman	
Project Manager	Greg Parks	
List other Key Members:	Please see Personnel Tab Incorporated by Reference	

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? ____ Yes ____ No N/A

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORMSFORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

RedSpeed Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

65 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

450 Eisenhower Lane North
Lombard IL 60148

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

35 %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

0 %

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Automated Speed Enforcement
2. This sworn statement is submitted by RedSpeed Florida, LLC (entity submitting sworn statement), whose business address is 450 Eisenhower Lane North and its Federal Employer Identification Number (FEIN) is 80-0218940. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Robert Liberman (please print name of individual signing), and my relationship to the entity named above is Manager.
4. 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, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An 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, executives, 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 prima 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 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 binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

PUBLIC ENTITY CRIMES

Fill in Form

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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 THOROUGH 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.

Robert Liberman

(Signature)

1/8/2024

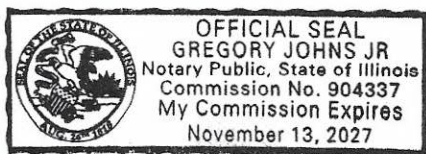
(Date)

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me this 8th Day of January, 2024, by Robert Liberman, who is personally known to me or who has produced Drivers License as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: [Signature]

PRINT: Gregory Johns Jr

Notary Public, State at large

My Commission Expires: 11/13/2027

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply 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 the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 action 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's policy of maintaining a 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 condition 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Robert Liberman
Signature

Robert Liberman
Printed Name

RedSpeed Florida, LLC
Bidder Name

12/28/2023
Date

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Michael McAllister

Typed name: _____

Greg Parks

Typed name: _____

BIDDER:

By: Robert Liberman

Name: Robert Liberman

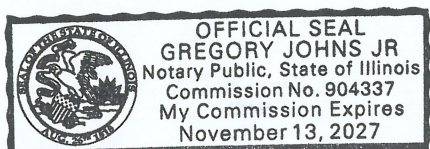
Title: CEO

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28th (date) by Robert Liberman who is personally known to me or who has produced Drivers License as identification.

My commission expires: 11/13/2027



NOTARY PUBLIC

Revised July 2023

EXHIBIT “E”
(Insurance Requirements)

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$1,000,000** Each Occurrence, and **\$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

INSURANCE REQUIREMENTS

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule

Limits

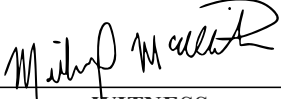
Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X, C, U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

INSURANCE REQUIREMENTS

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.



WITNESS



FIRM

DATE

CITY OF PLANTATION
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

INSURANCE REQUIREMENTS

SAMPLE

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Underwriters Miami, FL 33166		CONTACT NAME: Agent Name (A/C, No, Ext): (A/C, No):	
INSURED Any-Business 1101 Easy St MIAMI, FL 33131		Agent CONTACT INFORMATION INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	
		NAIC #	

CERTIFICATE NUMBER:

REVISION

NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE Per - OCCUR ☒ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PRO-JECT LO ☐ OTHER:	☒	☒				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		☒				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ INCLUDED BODILY INJURY (Per accident) \$ INCLUDED PROPERTY DAMAGE (Per accident) \$ INCLUDED \$
	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR CLAIMS-MADE ☐ RETENTION \$	☒	☒				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/ N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☒				☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EAEMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYS WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

City OF Plantation
 400 NW 73rd AVENUE
 PLANTATION, FL 33317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
 AUTHORIZED REPRESENTATIVE - **REQUIRED SIGNATURE**



REDSILL-01

JSANDERS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200 E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Redspeed Florida, LLC 450 Eisenhower Lane North Lombard, IL 60148	INSURER A : American Zurich Insurance Company		40142
	INSURER B : American Guarantee and Liability Insurance Company		26247
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			CPO 6899538 - 00	10/9/2023	10/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPO 6899538 - 00	10/9/2023	10/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			AUC 6943723-00	10/9/2023	10/9/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☒ N	N / A	WC 6899539 - 00	10/9/2023	10/9/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are included as Additional Insureds on the General Liability and Automobile Policies and Loss Payee on the Automobile Policy per written contract: City of Plantation

The General Liability Policy is on a Primary and Non-Contributory Basis per written contract.

A Waiver of Subrogation applies to the the General Liability, Automobile and Workers Compensation Policies per written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Statement on Insurance Compliance

In compliance with the requirements set forth in the RFP, RedSpeed Florida LLC confirms its commitment to maintaining the highest standards of insurance coverage throughout the duration of the Agreement. We understand the importance of robust insurance policies in safeguarding both our operations and our partnership with the City of Plantation. Our firm consistently exceeds the minimum insurance coverages specified, ensuring comprehensive protection against any claims related to our acts or omissions.

We will ensure that the "City of Plantation" is appropriately listed as an additional insured on all policies as required. In accordance with the RFP stipulations, RedSpeed Florida LLC will provide the City with copies of all Certificates of Insurance, or other sufficient documentation, demonstrating the required coverage at least fifteen (15) days prior to the commencement of services. Furthermore, if requested, we are prepared to furnish complete, certified copies of all insurance policies and endorsements any time upon request.

Our insurance policies are issued by insurers that not only meet but often exceed the A. M. Best rating of "A-" with a Financial Size Category of at least Class VII, and are fully authorized to transact insurance in the State of Florida. This aligns with the RFP's expectations and the City's Risk Management Department's standards. We assure the City that there will be no lapse in coverage at any time during the period in which coverage is mandated by the Agreement. RedSpeed Florida LLC is dedicated to upholding these standards, providing primary coverage without requiring contribution from any City insurance, thus ensuring a seamless and secure partnership.

EXHIBIT “F”
(General Terms and Provisions)

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.

GENERAL TERMS AND PROVISIONS

- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.
- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

Revised June 2023

GENERAL TERMS AND PROVISIONS

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.
 - 2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
 - 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
 - 5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
 - 6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
 - 7. The quality, availability and adaptability of the goods or services to the particular use required.
 - 8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

Revised June 2023

GENERAL TERMS AND PROVISIONS

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

Revised June 2023

GENERAL TERMS AND PROVISIONS

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

GENERAL TERMS AND PROVISIONS

- A. 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 Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

GENERAL TERMS AND PROVISIONS

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

GENERAL TERMS AND PROVISIONS

29. CONTRACT TERMS/OPTION

- A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.
 - 1. Prices must be valid and remain the same for the initial term.
- B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

GENERAL TERMS AND PROVISIONS

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

GENERAL TERMS AND PROVISIONS

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237**

ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Revised June 2023

GENERAL TERMS AND PROVISIONS

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

Revised June 2023

GENERAL TERMS AND PROVISIONS

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

Revised June 2023

GENERAL TERMS AND PROVISIONS

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Robert Liberman

Witness

(Authorized Signature in Ink or Electronic)

Robert Liberman

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

CEO

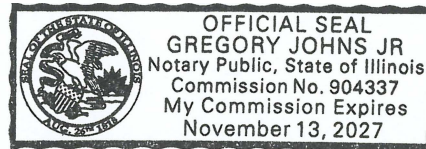
(Printed Title of Above Signer)

12/28/2023

(Date Signed)

STATE OF Illinois

COUNTY OF Will



The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 28th day of December, 2023, by Robert Liberman, as CEO for RedSpeed Florida, LLC,

who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: [Signature]

State of Florida at Large (Seal)

Print Name: Gregory Johns Jr

My commission expires: 11/13/2027

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.



EXHIBIT “G”

(Federal Bureau of Investigation
Criminal Justice Information Services
Security Addendum)

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Timothy J. Fadgen, President
Louis Reinstein, President Pro Tem
Eril Anderson
Jennifer Andreu
Denise Horland

June 14, 2024

Robert Liberman, Manager
RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Email: Robert.Liberman@RedSpeed.com

RE: RFSP No. 005-24; Speed Detection Camera System for School Zones

Dear Robert Liberman:

This letter is to inform you that the City of Plantation City Council- authorized and approved the following on the Legislation Section of the Agenda, Item No.10 during their June 12, 2024 City Council meeting:

- Approval of the Selection Committee's scores and rankings identifying RedSpeed Florida, LLC, as the highest ranked (most advantageous) Firm in reference to RFSP No. 005-24; Speed Detection Camera System for School Zones.
- Approval of a resolution of the City Council of the City of Plantation, Florida, approving and authorizing execution of an agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; providing for conflicts; providing for severability; and providing for an effective date.
- Authorization and approval to execute the negotiated agreement (see attached) between the City of Plantation and RedSpeed Florida, LLC for "Speed Detection Camera System for School Zones -Term Contract", in accordance with the scope of work, terms and conditions provided in the attached agreement; and whereas, the initial term of this agreement shall be for five (5) years, unless terminated earlier. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year term , provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree, and requiring that any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.
- Authorization and approval for the City of Plantation to act as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group for matters pertaining to the agreement associated with RFSP No. 005-24; Speed Detection Camera System for School Zones- Term Contract.

The approved Agreement has been signed by RedSpeed Florida, LLC, and the City will now begin its counter-signing procedures.

Note: The City shall not be obligated to any Proposer to enter into a contract or issue a purchase order with the Proposer despite the City governing body prospectively awarding the Project/Services to a successful Proposer. The City shall be obligated to any Proposer for the project/services if and only if the CITY enters into a contract or issues a purchase order for the Project/Services with the Proposer, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Charles Spencer, NIGP-CPP
Procurement Director
Email: Espencer@Plantation.org

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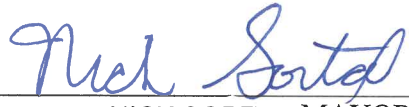
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37 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION,
38 FLORIDA, THIS 12 DAY OF June, 2024.

39
40 SIGNED by the Mayor this 12 day of June, 2024.

41
42 CITY OF PLANTATION, FLORIDA

43
44 
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46 NICK SORTAL, MAYOR

47 ATTEST:

48
49 
50 APRIL BEGGEROW, MPA, CMC
51 CITY CLERK

52 APPROVED

DATE

53
54
55 REQUESTED BY: _____

56 Dept. OK: _____

57 ADMIN. OK: _____

58 ATTY. OK: _____

59 As to form only

60 RECORD ENTRY:

61 I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received
62 by the Office of the City Clerk and entered into the Public Record this 12th day of
63 June, 2024.

64
65 
66 April Beggerow, City Clerk



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Detail by Entity Name

Florida Limited Liability Company
REDSPEED FLORIDA LLC

Filing Information

Document Number	L15000213266
FEI/EIN Number	80-0218940
Date Filed	12/28/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/18/2016

Principal Address

450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Changed: 06/29/2022

Mailing Address

450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Changed: 06/29/2022

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 10/18/2016

Address Changed: 02/09/2016

Authorized Person(s) Detail

Name & Address

Title MGR

LIBERMAN, ROBERT
450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Title Sales

DuFloth, Jeffrey
450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Title Finance Director

Johns, Gregory
450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Annual Reports

Report Year	Filed Date
2023	01/30/2023
2024	01/16/2024
2025	01/03/2025

Document Images

01/03/2025 -- ANNUAL REPORT	View image in PDF format
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01/10/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
10/18/2016 -- REINSTATEMENT	View image in PDF format
02/09/2016 -- LC Amendment	View image in PDF format
12/28/2015 -- Florida Limited Liability	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
REDSPEED FLORIDA LLC

Filing Information

Document Number L15000213266
FEI/EIN Number 80-0218940
Date Filed 12/28/2015
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/18/2016

Principal Address

450 EISENHOWER LANE NORTH
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Changed: 06/29/2022

Mailing Address

450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Changed: 06/29/2022

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 10/18/2016

Address Changed: 02/09/2016

Authorized Person(s) Detail

Name & Address

Title MGR

LIBERMAN, ROBERT
450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Title Sales

DuFloth, Jeffrey
450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

Title Finance Director

Johns, Gregory
450 EISENHOWER LANE NORTH
LOMBARD, IL 60148

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Report Year	Filed Date
2023	01/30/2023
2024	01/16/2024
2025	01/03/2025

Document Images

01/03/2025 -- ANNUAL REPORT	View image in PDF format
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01/30/2023 -- ANNUAL REPORT	View image in PDF format
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01/10/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
10/18/2016 -- REINSTATEMENT	View image in PDF format
02/09/2016 -- LC Amendment	View image in PDF format
12/28/2015 -- Florida Limited Liability	View image in PDF format

Evaluation Tabulation Sheet

Selection Committee

Chad Fowler, Police (1- Chair)

Nancy Paul, Administration (2)

Laura Karpaviciute, Administration (3)

Date: March 12, 2024 and April 16th 2024

Print Name: Charles Spencer

Signature: *Charles C. Spencer, Jr.*

RFSP No.: 005-24

Title: Speed Detection Camera System for School Zones

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	60 55	79.6	78.6 68.6
Committee Member No. 3	84.2	39	61.6	56.6
TOTAL SCORE	255.6	144 139	195.8	211.8 201.8

SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
TOTAL SCORE	226.2	227.4	261.6	225.6

Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)

SELECTION COMMITTEE	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	20	15	15	13	12
Committee Member No. 2	18	10	10	15	10
Committee Member No. 3	19	17	17	17	16

Total Cumulative Score	312.6	268.2	269.4	306.6	263.6
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Firm's Position Number After Points Were Tallied

Proposers	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	1	4	3	2	5

Note: Tie Breaking Procedures: A tie shall exist whenever two or more Proposers receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring Proposers. The tie breaking procedure shall only be applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedures will be applied at the conclusion of the evaluation and scoring of the written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers. 1. Whenever two or more proposals are determined to be equal with respect to price, quality, and service, the proposal from the business that certifies that it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process. 2. If the tied Firm have all implemented a drug-free workplace program, and a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least one witness.

Information relating to the March 12, 2024 Public Selection Committee Meeting.

- The Committee held public discussions, scored and ranked proposals received.
- The Committee Short-Listed to the top five (5) (highest scored) Firms (see highlighted Firms), and has elected to conduct oral presentations/interviews with the selected Firms.
- Pursuant to the process outlined in the solicitation (RFSP No. 005-24). The City will conduct oral presentations/interviews with the top five (5) (highest scored) Firms. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.
- The Procurement Department will reach out to the shortlisted Firms, and provide them with a date and time of the presentation/interview.
- During the validation of the Selection Committee scores sheets, Procurement noticed a mathematical error which has been adjusted accordingly. This change/error did not change any Firms potions/ranking.

Information relating to the April 16, 2024 Public Selection Committee Meeting.

- **Public Meeting Notes:** On April 16, 2024, the Selection Committee held a public meeting where they discussed, scored and ranked the five (5) shortlisted Firms, based on the Firms oral presentations and interviews. The final outcome of this meeting/process can be found above. In accordance with the solicitation process, City Code, City policies and/or procedures, the City will proceed with agreement negotiations with most advantageous Firm (Firm with the highest cumulative score).

Evaluation Tabulation Sheet

Selection Committee

Chad Fowler, Police (1- Chair)

Nancy Paul, Administration (2)

Laura Karpaviciute, Administration (3)

Date: March 12, 2021 and

Print Name: Charles Spencer

Signature: [Signature]

RFSP No.: 005-24

April 16, 2024

Title: Speed Detection Camera System for School Zones

SELECTION COMMITTEE	* RedSpeed Florida, LLC 2	* SaferSpeeds, LLC 8	* Sensys Gatso Group USA, Inc 7	* Blue Line Solutions LLC. 6
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	60 55.8	79.6	76.6 68.6
Committee Member No. 3	84.9	39	61.6	56.6
TOTAL SCORE	255.6	144 139.8	195.8	211.8 201.8

SELECTION COMMITTEE	* NovoaGlobal, Inc 4	* Altumint, Inc 3	* Conduent State & Local Solutions, Inc 1	* Verra Mobility 5
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
TOTAL SCORE	226.2	227.4	261.6	225.6

Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	20			
Committee Member No. 2	18			
Committee Member No. 3	19			

Total Cumulative Score	312.6			
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SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	15	15	13	12
Committee Member No. 2	10	10	15	10
Committee Member No. 3	17	17	17	16

Total Cumulative Score	268.2	269.4	306.6	263.6
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Firm's Position Number After Points Were Tallied

Proposers	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Designation Number	1			

Proposers	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	4	3	2	5

Note: Tie Breaking Procedures: A tie shall exist whenever two or more Proposers receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring Proposers. The tie breaking procedure shall only be applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedures will be applied at the conclusion of the evaluation and scoring of the written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers. 1. Whenever two or more proposals are determined to be equal with respect to price, quality, and service, the proposal from the business that certifies that it has implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes shall be given preference in the award process. 2. If the tied Firm have all implemented a drug-free workplace program, and a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least one witness.



City of Plantation
City Council Chambers

Subject:

RFSP No. 005-24; Speed Detection Camera System for School Zones- Term Contract

Summary:

Requesting authorization and approval of the following:

- Approval of the Selection Committee's scores and rankings identifying RedSpeed Florida, LLC, as the highest ranked (most advantageous) Firm in reference to RFSP No. 005-24; Speed Detection Camera System for School Zones.
- Approval of a resolution of the City Council of the City of Plantation, Florida, approving and authorizing execution of an agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; providing for conflicts; providing for severability; and providing for an effective date.
- Authorization and approval to execute the negotiated agreement (see attached) between the City of Plantation and RedSpeed Florida, LLC for "Speed Detection Camera System for School Zones -Term Contract", in accordance with the scope of work, terms and conditions provided in the attached agreement; and whereas, the initial term of this agreement shall be for five (5) years, unless terminated earlier. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year term , provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree, and requiring that any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.
- Authorization and approval for the City of Plantation to act as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group for matters pertaining to the agreement associated with RFSP No. 005-24; Speed Detection Camera System for School Zones- Term Contract.

Procurement:

The City publicly solicited formal sealed proposals from qualified Firms pursuant to Sec. 2-220(b) and 2-226(b) of the City's Code, for "Speed Detection Camera System for School Zones" (RFSP No. 005-24). On January 9, 2024, the City received a total of eight (8) sealed proposals. This Request for Sealed Proposal (RFSP) was advertised/posted on the Demand Star website for approximately sixty-seven (67) calendar days. This solicitation was broadcasted to 319 vendors/firms, and had thirty-nine (36) Planholders.

PROPOSER(S)

RedSpeed Florida, LLC
SaferSpeeds, LLC
Sensys Gatso Group USA, Inc
Blue Line Solutions LLC.
NovoaGlobal, Inc
Altumint, Inc
Conduent State & Local Solutions, Inc
Verra Mobility

The Procurement Department performed a review of each Firm submittal to ascertain if they were responsive. All Firms were found to have submitted a responsive proposal. The responsive Firms were approved for the Selection Committee's independent review and scoring.

Selection Committee Meeting Schedule and Activities:

- February 29, 2024 - Selection Committee Discussion (Public Meeting)
- March 12, 2024- Selection Committee Discussion and Scoring/Shortlisting (Public Meeting). During this meeting the Selection Committee shortlisted to the five (5) Firms with the highest score (highlighted), and elected to conduct oral presentations/interviews with the selected Firms.

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	55	79.6	68.6
Committee Member No. 3	84.2	39	61.6	56.6
TOTAL SCORE	255.6	139	195.8	201.8

SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2

Committee Member No. 3	81.4	80.8	76.2	74.2
TOTAL SCORE	226.2	227.4	261.6	225.6

- April 4, 2024 (8:00am ended on or around 8:10am) - Selection Committee Discussion (Public Meeting).
- April 4, 2024 (8:10am ended on or around 3:55pm) - Presentations and Interviews with the five (5) Firms with the highest score (Non Public Meeting but Publicly Noticed).
- April 4 2024 (4:00pm ended on or around 4:30pm) - Selection Committee Discussion (Public Meeting).
- April 16, 2024 (2:00pm ended on or around 3:00pm) - The Selection Committee held a public meeting where they discussed, scored and ranked the five (5) shortlisted Firms, based on the Firms oral presentations and interviews. In accordance with the solicitation process, City Code, City policies and/or procedures, the City will proceed with agreement negotiations with most advantageous Firm (Firm with the highest cumulative score) - (highlighted).

SELECTION COMMITTEE	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	20	15	15	13	12
Committee Member No. 2	18	10	10	15	10
Committee Member No. 3	19	17	17	17	16

Total Cumulative Score	312.6	268.2	269.4	306.6	263.6
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Selection Committee Members were as follows:

- Chad Fowler, Police
- Nancy Paul, Information Technology
- Laura Karpaviciute, Administration

Based on the final cumulative scores and the Selection Committee recommendation, the City proceeded with the negotiation process with the Firm who had the highest score (RedSpeed Florida LLC). The final negotiated agreement signed by the Firm (RedSpeed Florida LLC) is attached for your review.

The following Items were discussed and negotiated:

- Scope of Work/Services
- Rates/Fees and Reimbursables
- Other Agreement Terms and Conditions

Based on the foregoing, Procurement, Police and Administration Departments is requesting authorization and approval of the following:

- Approval of the Selection Committee's scores and rankings identifying RedSpeed Florida, LLC, as the highest ranked (most advantageous) Firm in reference to RFSP No. 005-24; Speed Detection Camera System for School Zones.
- Approval of a resolution of the City Council of the City of Plantation, Florida, approving and authorizing execution of an agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; providing for conflicts; providing for severability; and providing for an effective date.
- Authorization and approval to execute the negotiated agreement (see attached) between the City of Plantation and RedSpeed Florida, LLC for "Speed Detection Camera System for School Zones -Term Contract", in accordance with the scope of work, terms and conditions provided in the attached agreement; and whereas, the initial term of this agreement shall be for five (5) years, unless terminated earlier. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year term , provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree, and requiring that any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.
- Authorization and approval for the City of Plantation to act as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group for matters pertaining to the agreement associated with RFSP No. 005-24; Speed Detection Camera System for School Zones- Term Contract.

Background:

Strategic Priority:

"Safe and Secure"; specifically, the strategy to utilize technology to help officers achieve positive results.

Mission:

Enhancing school zone safety through an advanced, violator-funded School Zone Speed Safety Program.

Statutory authority and requirement overview

In 2023, Florida Legislature approved CS/CS/CS/SB 588 that authorized a local government to place or install an automated speed detection system to be used solely to enforce speed limits in school zones. This law became effective July 1, 2023, and allows for an automated speed enforcement beginning 30 minutes before the school day starts, during the entirety of the school day and within 30 minutes after it ends. Speeds in excess of 10 miles per hour over the speed limit may be photo- or video-enforced.

State Statute outlines the requirements and processes that local governments have to follow in order to implement the automated speed detection systems. Some of them are outlined below:

- Municipality must enact an ordinance authorizing the installation of a speed detection system. A public hearing is required, during which, traffic or other evidence is considered and the determination is made whether a school zone constitutes a heightened safety risk that warrants such enforcement measures.
- Cities must follow the Department of Transportation specifications for placement and installation of these systems, including posting signage that indicates that photo- or video-enforcement of school zone limits is in effect.
- 30-day public awareness campaign must occur before the enforcement may commence and only warnings may be issued to violators during this period.
- Annual reports of the results of enforcement by the automated speed detection systems, contracts that provide for the installation of such systems, and contract renewals must be heard at the public City Council meeting. These items cannot be considered on consent agenda and the public must be allowed to comment on them.
- School zone speed detection systems may not be used for remote surveillance. Recorded video or photograph must be destroyed within 90 days after the final disposition of the recorded event.
- To ensure accuracy, systems are required to be able to perform self-tests at least once every 30 days and maintain a log of results. Independent calibration test is required annually.

Once the alleged violations are captured, they are reviewed by law enforcement, and, if confirmed, a notice of violation in the amount of \$100 is issued. There are no points associated with notice of violation.

State Statute outlines how the funds are distributed and used:

- 20% to the Florida General Fund;
- 3% to Florida Department of Law Enforcement (FDLE) Criminal Justice Standards and Training Commission (CJSTC);
- 12% to the School Board of Broward County (SBBC) for security, safety, and school walking routes improvements;
- 5% to the City School Crossing Guard Program for training, recruitment, and retention;

- and
- 60% to the City for Public Safety.

Per Statute, if payment is not received within 30 days after notification (unless the registered owner requested a hearing or submitted an affidavit demonstrating that the motor vehicle was operated by another individual, they received a uniform traffic citation for this violation or the owner was deceased), unified traffic citation is issued.

Key terms:

The term of the proposed agreement is 5 years with one 5-year renewal. However, the City may terminate the agreement for convenience with a 30-day notice.

RedSpeed will be responsible for all permits, equipment and signage installation, maintenance, inspections, repair, replacement and program administration services. Based on the needs of specific locations, the City may choose from a Lidar or radar speed detection system options. All systems perform a daily calibration self-check and no violations will be processed if the test fails.

Program administration includes the initial review of captured alleged violations, the identification of the owner of the motor vehicle, the preparation of Notices of Violation once approved by the City's law enforcement officer, and the certified mailing of such notices. They will assist the City with preparing the materials for the public awareness campaign. They will also operate an ADA-compliant customer self-service portal and a call center capable of assisting customers in English and Spanish.

RedSpeed will implement its RedCheck system where our law enforcement will review and approve or reject the alleged violations that have been pre-screened by RedSpeed. They will provide statistics and reports, conduct training and deliver expert testimony as needed.

This item is now ready for City Council consideration.

Funding:

No proposed Financial Impact as it pertains to expense.

Amount:

During any term of the agreement, the City shall receive or retain **\$39.00** or **65%** whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

Finance Director/Budget Manager Recommendation:

There is no Financial/Budget impact for this item at this time.

Prepared By:

Charles Spencer

ATTACHMENTS:

[Final_Selection Committee Evaluation Tabulation Sheet.pdf](#)

[Advertised Solicitation with Addendum.pdf](#)

[Redspeed Original Submittal.pdf](#)

[Reso Approving Agreement w. RedSpeed Florida \(00606086xC4B6A\).pdf](#)

[Assembled Agreement signed by Firm.pdf](#)



CITY OF NORTH PORT PROCUREMENT
VENDOR INFORMATION FORM



Vendor Name: RedSpeed Florida LLC Contact Person: Robert Liberman
Phone Number: 630-317-5700 Mobile Number: 630-329-9856 Fax Number: 630-396-2333
E-mail: Robert.Liberman@RedSpeed.com

Business Address: 450 Eisenhower Lane North
City: Lombard State: IL Zip: 60148

Remittance Address (if different than above): _____
City: _____ State: _____ Zip: _____

Payment Information:

Do you accept Visa credit card payments? ☐ Yes ☐ No
Is there a convenience fee for credit card payment? ☐ Yes Amount of fee: _____ ☐ No

Organization Type:

☐ Individual/Sole Proprietor ☐ Partnership ☐ Not for Profit ☐ Corporation ☐ Corporation Providing Legal Services
☐ Corporation Providing Health/Medical Services ☐ MBE/WBE/DBE ☐ Other (Please specify): _____

Please Check All Applicable Boxes:

Business is licensed (unless exempt by applicable law), permitted or certified to do business in the State of Florida:

☒ Yes ☐ No ☐ N/A

Business is located in North Port: ☐ Yes ☒ No

If "Yes", is annual North Port Business Tax current? ☐ Yes ☐ No

Do you wish to be included in the City of North Port Disaster Preparedness Vendor List?

☐ Yes ☒ No (If Yes, please complete page 2 below)

Documents – I am submitting the following documents with the Vendor Information Form:

- ☒ W-9 Form (revised October 2018) **updated when EIN changes or form is revised**
- ☒ Conflict of Interest Form **updated yearly**
- ☒ Scrutinized Company Certificate **updated yearly**
- ☒ Insurance Certificate(s) **as indicated on the Insurance Requirements Form or page 2 below (as applicable)**
- ☒ E-Verify Certification (if applicable) **updated yearly**
- ☐ MBE/WBE/DBE (if applicable) **updated yearly**
- ☐ Other (specify): _____

Name (Person Authorized to Bind the Company): Robert Liberman Title: CEO

Signature: Robert Liberman Date: 10/13/2025

January 2022

City of North Port Vendor Information Form

Page 1 of 2

THIS PAGE IS TO BE COMPLETED ONLY IF YOU WISH TO BE INCLUDED IN THE CITY'S DISASTER PREPAREDNESS VENDOR LIST. PLEASE SELECT THE GOODS AND/OR SERVICES THAT YOUR COMPANY WILL BE ABLE TO SUPPLY TO THE CITY OF NORTH PORT, FLORIDA IN THE EVENT OF A DISASTER OR EMERGENCY (CHECK ALL THAT APPLIES):

☐	ALARMS (FIRE & SECURITY)	☐	AUTO & TRUCK TIRES	☐	AUTO PARTS & REPAIRS
☐	BARRICADES, PORTABLE	☐	BARRICADES, TRAFFIC	☐	BATTERIES
☐	BLANKETS	☐	BRIDGE CONSTRUCTION	☐	BUILDING MATERIALS
☐	CHAIN SAWS	☐	COMMUNICATIONS	☐	CONCRETE REPAIRS
☐	CULVERT PIPE	☐	DISPOSABLE: PLATES, CUPS & UTENSILS	☐	DOOR AND GATE REPAIRS
☐	EARTHWORK/PIPE/TRANSPORTATION	☐	ELECTRICAL SUPPLIES AND MATERIALS	☐	ELECTRIC UTILITY CONTRACTOR
☐	ELEVATOR REPAIR	☐	ENVIRONMENTAL CLEANING SERVICES	☐	EQUIPMENT RENTAL
☐	EROSION CONTROL SERVICES	☐	FENCING, RENTAL	☐	FIRST AID/MEDICAL SUPPLIES
☐	FLASHLIGHTS	☐	FOOD: CANNED	☐	FOOD, PREPARED
☐	FUEL	☐	GENERATORS, PORTABLE	☐	GENERATORS, STATIONARY TYPE
☐	GLASS & MIRROR REPAIR	☐	HEAVY EQUIPMENT/DEBRIS REMOVAL EQUIPMENT	☐	HEAVY EQUIPMENT REPAIRS
☐	HOSE & PUMP REPAIR	☐	HOTEL/MOTEL	☐	HVAC/MECHANICAL
☐	HYDRAULIC HOSE & CYLINDER REPAIR	☐	INDUSTRIAL (RAKES, SHOVELS, ETC)	☐	JANITORIAL SUPPLIES
☐	LOCK AND KEY	☐	METERING & INSTRUMENT CONTROLS (UTILITIES)	☐	MOBILE FUELING SERVICES
☐	MOBILE TIRE SERVICES	☐	PIPELINE REPAIR	☐	PIPE, VARIOUS
☐	PLUMBING	☐	PORTABLE RESTROOMS & SHOWERS/PORTA-LETS	☐	PROPANE
☐	PUMPS	☐	RAIN GEAR	☐	REFRIGERATED/FREEZER TRUCK RENTAL
☐	ROCK/SCREENING/RIP RAP	☐	ROOFING TARP	☐	SAND & GRAVEL
☐	SAND BAGS	☐	SEPTIC SERVICES	☐	SEWER SUPPLY/MATERIALS
☐	SHELL	☐	SIGNS & ROAD MATERIALS	☐	STONE - CRUSHED
☐	STREET CONSTRUCTION/REPAIR/RECONSTRUCTION/RESURFACING	☐	STORAGE/FILES	☐	TEMPORARY FACILITIES (HOUSING, RESTROOMS, OFFICES)
☐	TENTS (VARIOUS SIZES)	☐	TRAFFIC CONTROL	☐	TREE REMOVAL SERVICES
☐	TOWING, VEHICLES	☐	UTILITIES, SUPPLIES	☐	WATER/ICE
☐	WATER/SEWER/STORM DRAINS	☐	*OTHER	☐	

*OTHER EMERGENCY GOODS/SERVICES NOT LISTED (attach additional pages if necessary):

24-HOUR CONTACT NAME: _____

24-HOUR CONTACT TELEPHONE NUMBER/CELL: _____

EMAIL: _____

DO YOU PROVIDE DELIVERY FOR GOODS? ☐ YES ☐ NO DELIVERY TIME FROM RECEIPT OF ORDER: _____

INSURANCE REQUIREMENTS: Proof of insurance coverage shall be provided to the City as follows: Commercial General Liability and Commercial Automobile Liability Coverages of \$500,000. Workers' Compensation coverage for all employees for Statutory limits in compliance with the applicable state and federal laws. Employer's Liability with a limit of \$500,000 each accident, employee, and for disease. The City of North Port, FL 4970 City Hall Blvd. North Port, FL 34286 is to be named as the certificate holder and additional insured on the Comprehensive Commercial General Liability and the Commercial Automobile Policies.

PRICE GOUGING: DURING A STATE OF LOCAL EMERGENCY, IT SHALL BE UNLAWFUL AND AN OFFENSE AGAINST CITY OF NORTH PORT FOR ANY PERSON, FIRM OR CORPORATION OPERATING WITHIN THE CITY/COUNTY TO CHARGE MORE THAN THE NORMAL AVERAGE RETAIL PRICE FOR ANY MERCHANDISE, GOODS, OR SERVICES SOLD DURING THE EMERGENCY. THE AVERAGE RETAIL PRICE AS USED HEREIN IS DEFINED TO BE THAT PRICE AT WHICH SIMILAR MERCHANDISE, GOODS, OR SERVICES WERE BEING SOLD DURING THE 90 DAYS IMMEDIATELY PRECEDING THE EMERGENCY OR AT A MARKUP, WHICH IS A LARGER PERCENTAGE OVER WHOLESALE COST THAN WAS BEING ADDED TO WHOLESALE PRICE PRIOR TO THE EMERGENCY.

Company Name: _____

Name (Person Authorized to Bind the Company) _____ Title _____

Signature _____ Date _____

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) RedSpeed Florida LLC	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 450 Eisenhower Lane North	Requester's name and address (optional)
6 City, state, and ZIP code Lombard, IL 60148	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

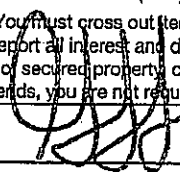
Social security number								
			-				-	
or								
Employer identification number								
8	0	-	0	2	1	8	9	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **10/13/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(i)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in Item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of its political subdivisions or instrumentalities.
 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
 5—A corporation.
 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
 8—A real estate investment trust.
 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
 10—A common trust fund operated by a bank under section 584(a).
 11—A financial institution as defined under section 581.
 12—A middleman known in the investment community as a nominee or custodian.
 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of its political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common ask is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. [Select and complete all that apply]:

☐ I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: _____

☐ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

☐ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member _____

☒ None of the Above

PART II: Will you request an advisory board member waiver?

☐ I WILL request an advisory board member waiver under §112.313(12)

☐ I WILL NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

Robert Liberman

Signature of Person Authorized to Bind the Contractor
Robert Liberman

Printed Name
CEO

Title
10/13/2025

Date

SCRUTINIZED COMPANY CERTIFICATION FORMContractor Name: RedSpeed Florida, LLCAuthorized Representative Name and Title: Robert Liberman, CEOAddress: 450 Eisenhower Lane NorthCity: LombardState: ILZIP: 60148Phone Number: 630-317-5700Email Address: Robert.Liberman@RedSpeed.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

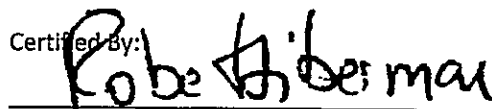
CHOOSE ONE OF THE FOLLOWING

____ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

____ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:



Signature of Contractor's Authorized Representative

Robert Liberman

Name

CEO

Title

10-13-2025

Date



REDSILL-01

AJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: Amy Johnson	
	PHONE (A/C, No, Ext): (312) 595-8153 FAX (A/C, No):	
	E-MAIL ADDRESS: amy.johnson@alliant.com	
INSURED Redspeed Florida, LLC 450 Eisenhower Lane North Lombard, IL 60148	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Zurich Insurance Company	40142
	INSURER B: American Guarantee and Liability Insurance Company	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X	CPO 6899538 - 02	10/9/2025	10/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CPO 6899538 - 02	10/9/2025	10/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		AUC 6943723-02	10/9/2025	10/9/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC 6899539 - 02	10/9/2025	10/9/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

...

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of North Port
4970 City Hall Blvd
North Port, FL 34286

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: REDSILL-01

AJOHNSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Redspeed Florida, LLC 450 Eisenhower Lane North Lombard, IL 60148
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The following are included as Additional Insureds on the General Liability Policy per written contract: City of North Port

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of RedSpeed Florida LLC ("Entity"), verifies the following:

- A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port ("City") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:
- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **"Labor"** means work of economic or financial value.
 - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).
- C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: Robert Liberman

Date: 10/13/2025

Printed Name: Robert Liberman

Title: CEO

STATE OF Illinois

COUNTY OF Will

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 13th day of October, 2025, by Robert Liberman, as CEO of RedSpeed Florida LLC, the Entity, and is ☒ personally known to me or ☐ produced identification. Type of Identification produced _____.

Gregory Johns Jr
Signature of Notary Public

Gregory Johns Jr

Name of Notary Typed, Printed or Stamped
My Commission Expires: 11/13-2027



AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

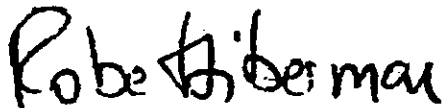
1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

REDSPEED FLORIDA LLC

[name of legal entity, in bold ALLCAPS]



[signature]

Robert Liberman

[name and title]

10/13/2025

[date]

Effective 7/1/2024

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: RedSpeed Florida LLC (Vendor's Company Name)

Certified By: Robert Liberman
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Robert Liberman, CEO

Date Certified: 8/5/2024



Proposal for RFSP No. 005-24

Speed Detection Systems For School Zones

City of Plantation, Florida



TECHNICAL PROPOSAL (PAGES 2-58)

SECTION 1 TRANSMITTAL/INTRODUCTION LETTER (PAGES 3-6)

SECTION 2 APPROACH TO THE SERVICES (PAGES 7-22)

SECTION 3 WORK EXPERIENCE (PAGES 23-26)

SECTION 4 KEY STAFF (PAGES 27-53)

SECTION 5 LITIGATION AND TERMINATIONS (PAGES 54-56)

SECTION 6 COST DETAIL (PAGES 57-58)

FORMS (PAGES 59-82)

TECHNICAL PROPOSAL

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

Section 1

Transmittal/Introduction Letter

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

January 9, 2024

VIA ELECTRONIC SUBMITTAL

THE CITY OF PLANTATION
PURCHASING DEPARTMENT

RE: Proposal by RedSpeed, RFSP NO. 005-24

Dear City of Plantation:

AT REDSPEED, WE SHARE YOUR MISSION of enhancing school zone safety through an advanced, violator-funded School Zone Speed Safety Program. As the industry leader in School Zone Speed Enforcement we are proud to be at the cutting edge of this safety technology. With our cutting-edge Lidar detector and fully specification-compliant system, we are confident that we can help **reduce speeding up to 95%**, as we have done for many others, including our client Gwinnet County, Georgia’s largest school district. Our experience in Georgia, where we have earned approximately 70% market share and won every single RFP in the state, is directly relevant as that state operates their school zone safety program under a nearly identical law. Having secured the first programs in Florida, including Miami-Dade County, Miami Gardens and Pinecrest, RedSpeed is on track to replicate our Georgia leadership in Florida.

As will be explained in more detail below, there are several advanced technologies that set RedSpeed apart. **With our American-made lidar**

speed detection, integrated with any third party ALPR system (including Rekor, Vigilant, Flock, Insight, etc.) and dedicated local Florida team, we will deliver a best-in-class, violator-funded safety program that will change driving habits and save lives. As you review all proposals, it worth considering the following RedSpeed advantages. (See Table 1 below).

As stated, our proposal features best-in-class, American-made Light Detection and Ranging (Lidar) speed detection devices. Lidar is commonly referred to as “police laser” and while dominant in handheld speed detection, it is state of the art in photo enforcement. We are proud to have been at the forefront of introducing this technology to the industry. In fact, based on publicly available records, **RedSpeed is one of only two companies in the industry that has a track record implementing Lidar detectors.** All other competitors continue to use the same radar detectors they were using a decade ago. Lidar, with a single beam for each car, is easy for both courts and violators alike to understand. Lidar is the gold standard in speed detection for law enforcement.

RedSpeed also holds another key advantage: **we are the only vendor utilizing fully high-definition, lane-specific motion picture-based enforcement.** Competing systems rely on still photo enforcement, which



RedSpeed has helped Gwinnett County, Alpharetta & others reduce speeding up to 95%

captures far fewer readable images. HD Video enforcement is a far more effective tool because it virtually eliminates obstructions to license plates by increasing the number of enforceable images from which a license plate can be read. Where a traditional still frame camera takes a single violation image, RedSpeed HD Video captures hundreds of images as the car passes by, enabling our technicians to select a clean plate image even if there was a bus or truck obscuring other frames. This results in **approximately 40% more captured violations**, safer streets and additional revenue for the City.

TABLE 1

	RedSpeed®	All Competitors
Video Based Enforcement	✓	✗
Both Laser and Radar Options	✓	✗
Market Share in GA (Most Recent State with School Zone Speed Enforcement)	70%	30%
True Integration with Rekor/Flock/Vigilant	✓	✗
Live View in Lanes	✓	✗
45 Day Archive in All Lanes	✓	✗
Florida Office and Technical Center	✓	✗
South Florida Clients	✓	✗
Local Interoperability Benefits	✓	✗



HD Video enforcement provides another unique advantage: **ONLY RedSpeed can offer integration with any third party ALPR provider of the City's choosing. This includes all ALPR providers mentioned in the RFP: Rekor, Flock, Vigilant, Insight, etc. Automated Li-cense Plate Reader (ALPR) systems.**¹ We have collaborated closely with these companies to optimize interoperability, and our intuitive soft-ware is already in use across the state. We have successfully integrated many Flock and Vigilant systems in current installations. Likewise, we have consulted directly with Rekor concerning this RFP and confirmed that our systems will be integrated without issue. Only RedSpeed offers this direct integration. RedSpeed offers 45-day archive storage of all HD Video feeds (overview + camera for each lane) which may be utilized for proving civil or criminal liability for incidents captured incidental to enforcement purposes, consistent with state law.

RedSpeed's software interface is easy to use and our references can attest to its simplicity compared to other vendors.² RedSpeed's local team of professionals will handle end-to-end implementation, from permitting through installation and ongoing support. RedSpeed offers unmatched Florida expertise and is proud to have offered significant support to the Legislature as it considered additional protections for students over the past three years. As part of

these efforts, RedSpeed has also worked closely with the Department of Transportation on the upcoming permitting rule making, and has the expertise to get your program up and running at the soonest possible moment. Finally, and of great importance to the City of Plantation, we have already proactively met with the Broward County School Board and Broward Traffic Engineering to garner support for the program goals and implementation.

By comparison, **many of our competitors are new to Florida** and have no experience in the state, arriving only after passage of the State Law. RedSpeed has a significant, permanent Florida presence and maintains multiple offices in Florida including a South Florida headquarters and south Florida technical center near Plantation. Our CEO, Robert Liberman, lives full-time in Hallandale Beach. Our Operations Manager, Greg Parks is a longtime Florida resident with over a decade of experience in photo enforcement in Florida, as does our in-house counsel Michael McAllister, a Florida lawyer.

RedSpeed is extremely confident in our ability to deliver the best solution, service and results. **We are so confident that you will love RedSpeed that our contracts offer risk-free termination.** Our competitors are not so confident and often transfer the risk of early termination to the city, imposing significant termination penalties were

thee city to terminate their program. Fortunately, no Redspeed client has ever sought early termination of an operating program.

CONCLUSION

RedSpeed's Safety Program includes exclusive and valuable features that will make the City's program successful. **The City of Plantation deserves the very best technology**, and we are the only vendor that meets all of the City's desired technical specifications. We have a dedicated Florida team of professional implementers accountable to the City, and we are ready to hit the ground running. We are very excited at the prospect of partnering with you and would consider it a privilege to provide a higher level of safety to your residents. On behalf of the entire RedSpeed team, we look forward to your favorable response.

Respectfully submitted,

REDSPEED FLORIDA, LLC

Robert Liberman
Managing Director
RedSpeed Florida, LLC
(630) 317-5710

¹ Other vendors may try to fill this gap in technology by offering licenses for additional ALPR readers in their service but this is inferior for a number of reasons. Non-integrated systems add more boxes and unattractive / unnecessary clutter to the roadway infrastructure; likewise, ALPR cameras are of lower quality than RedSpeed's Axis cameras.

² For example, both Alpharetta and Roswell use Verra Mobility for School Bus Enforcement and have experience with both companies' platforms.

RedSpeed agrees it will hold its proposal open during the evaluation of the RFP not less than ninety days.

CORPORATE ADDRESS

450 Eisenhower Lane North
Lombard, IL 60148

SOUTH FLORIDA OFFICE

8333 N.W. 53rd Street, Suite 450
Doral, FL 33166

FLORIDA HEADQUARTERS

6245 Clark Center Avenue, Suite 3
Sarasota, FL 34328

FLORIDA WAREHOUSE & TECHNICAL CENTER

20725 A37 NE 16th Ave
Miami, FL 33179

RedSpeed Florida, LLC is a Florida Limited Liability Company.

Video Links

RedSpeed has prepared a number of short videos introducing the RedSpeed Technology, Ease of Use and Examples of RedSpeed produced PSA's.

Short links are provided below:

Florida Overview Video

<https://www.redspeed.com/>

Redcheck Violation Processing Software

<https://shorturl.at/aeqPW>

Pinecrest, Florida PSA - English

<https://shorturl.at/hoELW>

Pinecrest, Florida PSA - Spanish

<https://shorturl.at/klzE3>

Thomaston, Georgia PSA:

<https://shorturl.at/mtxEG>



Section 2

Approach to the Services

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

Key Program Features

RedSpeed Meets All Requirements Set for in the Specification

- ✓ RedSpeed offers a turnkey program featuring **LiDar speed detector technology** with integrated Rekor, Flock or Vigilant ALPR.
- ✓ RedSpeed performs **all necessary needs testing**.
- ✓ RedSpeed **provides and installs all signage and equipment** related to the program.
- ✓ RedSpeed **maintains all equipment, documentation, certifications, and permissions** related to the program.
- ✓ RedSpeed **provides system training** to the police department at no cost.
- ✓ RedSpeed provides the police department with the ability to review stored information per Florida Records Retention and **provides at least 45 days of storage**. RedSpeed provides the PD with the ability to live stream video from all cameras (no still cameras).
- ✓ RedSpeed **provides web-based software** for the approval and management of citations, review of video and input of data. RedSpeed is accessible from any web-enabled device.
- ✓ RedSpeed's camera system is a **high-definition motion picture camera system** that uses only infrared for lighting (No Flash).
- ✓ RedSpeed provides **Rekor, Flock ALPR or Vigilant** available at all locations.
- ✓ RedSpeed's system provides **comprehensive reporting features** including traffic, speed and financial reporting.
- ✓ RedSpeed's System is **programmable** for school calendar, specific enforcement times, and variable speed thresholds.
- ✓ RedSpeed's System is **fixed** in nature.
- ✓ RedSpeed's System will **manage multi-lane roads** (4+) with high volume of traffic.
- ✓ RedSpeed's **provides all necessary documentation of certifications, citations, and evidence** needed for court hearings.
- ✓ RedSpeed **agrees to all contractual terms, technology and service requirements** set forth in the RFP.

Installation Timeline

RedSpeed offers not only the finest technology available in the marketplace but can assure Plantation of the smoothest permitting and installation processes. RedSpeed is proud to have been selected for over seventy programs in Georgia and has been awarded the first programs in Florida including Miami-Dade County and Pinecrest.

We anticipate the following installation schedule in order to meet the County's criteria.

1 WEEK

Municipality Prep (CONCURRENT ACTIVITY)

- Contract executed
- Business rules review
- School Safety Zone details supplied
- Plantation provides details and signatures for FDOT permit application letters for all cameras

3-4 WEEKS

Power Permits

- Speed study to confirm feasibility
- Site meeting with civil engineering contractor and Power Utility Company
- Commission engineering plans
- Power connection order (New locations only)
- Order Comcast if required – cellular modems will be used typically
- Plans approval/Construction permit issued

14 DAYS

Field Technology

- Contractor installation to include ducting, foundations, power disconnect & signage
- Power utility connection
- System installation & calibration
- FDOT Turn-On Inspection (if required)

RedSpeed will "go live" within 30 days of Permitting.

1 WEEK

Back Office Setup (CONCURRENTLY AFTER MUNICIPAL PREP)

- Create user accounts & roles
- Set up notices and letters
- Set up toll-free number and updated phone system
- Update Phone System

Camera Technology



We invite you to watch a short video detailing our camera technology and showing the system operating in real time at:

<https://www.redcheck.org/video/redspeed/florida/>

RedSpeed meets all of the City's camera technology requirements and is the only vendor utilizing lane-specific, high resolution (3000x5000 pixels, 30 frames per second), video cameras in combination with infra-red (IR) illuminators to maximize the number of violations successfully captured and prosecuted. RedSpeed is proud to offer Rekor/Flock/Vigilant speed detection and is the only vendor that integrates Rekor/Flock/Vigilant ALPR into its system so that Rekor/Flock/Vigilant ALPR is processing RedSpeed speed camera images.

It is important to emphasize that our lane-specific video cameras increase the number of prosecutable violations by 25%-50%. The number increases substantially on roads with heavy queuing traffic or roads used by large scale vehicles such as tractor trailers, construction vehicles, etc., which, when enforced by still image systems (used by competitors) result in lost violations due to obstructed license plate views. RedSpeed is able to do this through its feature "ViolationRewind" which uses videos to find license plates around obstructions with hundreds of High Definition frames to choose from. Other competitors use still photographs and only have two frames to find a license plate.

Camera Technology (continued)

Camera enclosures are tamper proof and vandal proof.

The camera enclosures are attractive, streamlined, water resistant, dust proof, bullet proof and highly scratch resistant. The systems have been designed for installation in extremely hostile environments where safety and security are a high priority, secured with heavy duty locks and hinges on the cabinet. As the camera unit is securely mounted on an 18' pole, acts of vandalism are mitigated.

All metalwork is constructed from either aluminum or stainless steel, zinc dipped, and powder painted according to the City's standards to minimize any visual impact and make all components tamper proof. The modular system and hardware, paired with an adaptable and streamlined design, results in an efficient integration into to street infrastructure with a minimal footprint. If installation space is limited at a proposed intersection, RedSpeed's sleek and slim, single pole design is the perfect solution.

POWER EFFICIENT.

RedSpeed systems are incredibly efficient.

- The power supply is 120V, single phase, with 15 Amp Switches/Breakers.
- The power rating of the equipment supplied is approximately 200 Watts in normal operation.
- Pole height is 18-feet as a standard. Power supplies should be located on the appropriate approach on the side with the traffic, within approximately 50ft of the corner.

REDSPEED'S ALL-VIDEO BASED CAMERA SYSTEM SOLUTION OFFERS SIGNIFICANT BENEFITS:

Reduced Camera Downtime:

Unlike many competitors' mechanical shutter-based cameras, RedSpeed's network-based system does not suffer from mechanical maintenance issues; i.e. it does not break down after a certain (and limited) number of photographs have been taken. This feature significantly reduces camera downtime and mandatory maintenance.

Intersection Viewing:

Having an all-video based system enables Police to simultaneously record video evidence from multiple angles, showing both an overall intersection "scene" as well as each individual lane with resolution high enough to read each passing car license plate. This method is significantly more helpful during accident investigations or scene reconstructions as it can provide an unparalleled level of detail. Most competitors rely on a combination of video camera for intersection overview evidence and still, mechanical shutter-based cameras for before/after and zoom-in images.

License Plate "Rewind" Ability:

RedSpeed can extract a license plate picture when the images automatically generated by the camera are either unclear or illegible—a feature completely unique to the RICS system. Based on our operational experience in Illinois, we

have identified a number of scenarios where the license plate image is either not visible or is obscured by another object, which typically results in the violation being rejected =during processing. Common examples include: "washed out" plates due to sun glare, license plates blocked by other vehicles and tractor-trailer or any long wheelbase vehicles not "fitting" into a standard still shot.

Because RedSpeed's system captures and records video from multiple lane-specific cameras, RedSpeed's back-office operators can, for the first time, identify and REPAIR these image deficiencies by accessing the archived video directly from the camera and rewinding (or fast forwarding) until a clear license plate image emerges. This capability is essential when monitoring intersections with heavy semi-truck and trailer traffic.

Utilizing the license plate rewind capability, RedSpeed's violation review team will be able to maximize the number of enforceable violations submitted to the City for final review and approval.



License Plate Rewind Sequence



Camera Technology (continued)

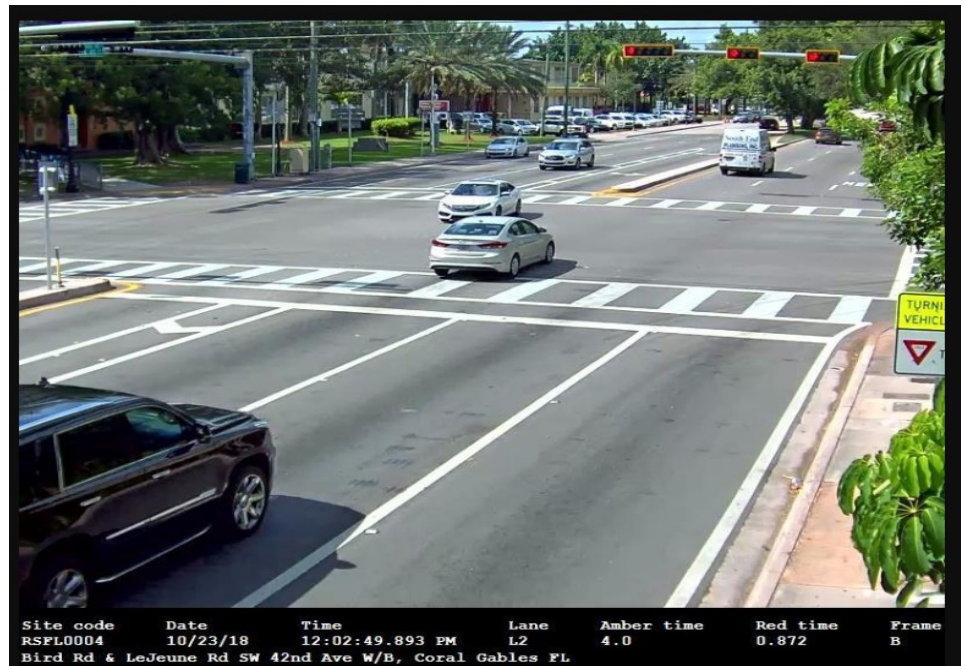
SYSTEM VALIDATION AND DATA PROCESSING

A secure data bar is embedded to each of the digital images collected at the instant the violation is captured. The data bar is simultaneously encrypted with the violation images to ensure there is no possible opportunity for evidence tampering. Emphasis should be placed on the data bar being embedded and not attached into the image as merely attaching the image (as opposed to embedding) could be misrepresented in court as a manipulation of the image. Each violation is also assigned a 16-digit permanent and encrypted RedCheck™ Identification Number which remains with the violation through the violation's entire lifecycle.

This tracking number enables both RedSpeed and the City authorized users to monitor and audit every violation captured by the system, and functions as a digital signature confirming the authenticity of the data.

The Data Line in all RedSpeed captured images will be customized to include all the specific requirements of the City. The Data Line is clear and legible both on the printed violation as well as on the on-line or computer screen image.

All captured violation data is immediately transmitted back to the RedSpeed data center



thru a secured VPN connection and imported directly into RedCheck™. As a result, no long-term data storage devices are required at the camera site. RedSpeed utilizes an invisible infrared flash that is not impacted by license plate covers. Additionally, our HD video technology and “violation rewind” capability allows for multiple frames and angles for license plate capture. RedSpeed utilizes an invisible infrared flash that is not impacted by reflective material. In addition to lane specific HD cameras for each enforced lane, RedSpeed provides an HD overview camera which is useful

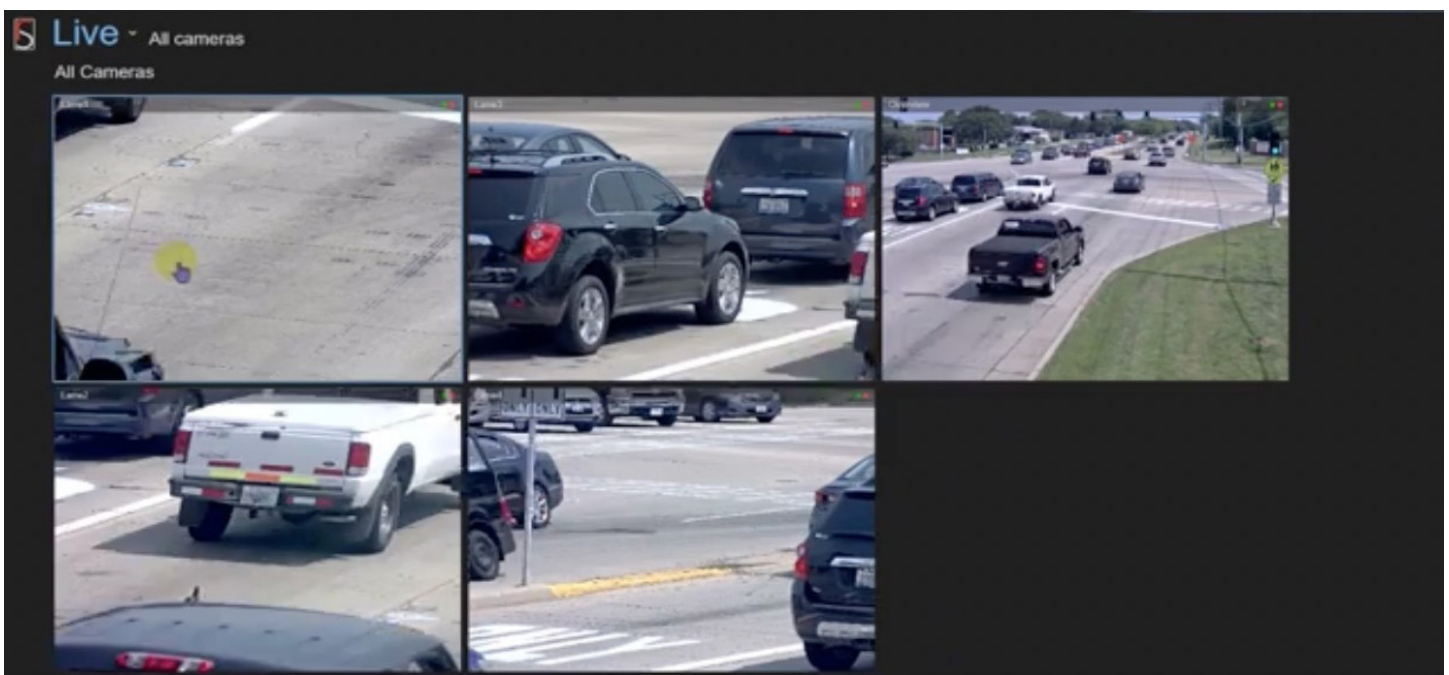
for accident reconstruction as well as greater violation context.

Systems are calibrated daily with remote activation. Maintenance is both online and on-site.

24/7 “LIVE” INTERSECTION MONITORING AND VIEWING CAPABILITIES.

Live intersection viewing is web-based and accessible to any authorized officer through our Site Ops platform. We invite you to watch a short video demonstration of Site Ops by clicking here or following this link: <https://bit.ly/3QI2FML>

LANE-SPECIFIC MULTI-CAMERA VIEW



Camera Technology (continued)

Illustrations of Equipment

RedSpeed is pleased to present the following illustrations of all equipment including the contents of the RedSpeed cabinet. RedSpeed systems are non-intrusive to the roadway and transportation signal cabinetry. As stated, RedSpeed can cover up to 7 lanes.



Camera Technology (continued)

CURRENT INSTALLATIONS IN SARASOTA, FLORIDA



CAMERA SYSTEM AND POLE

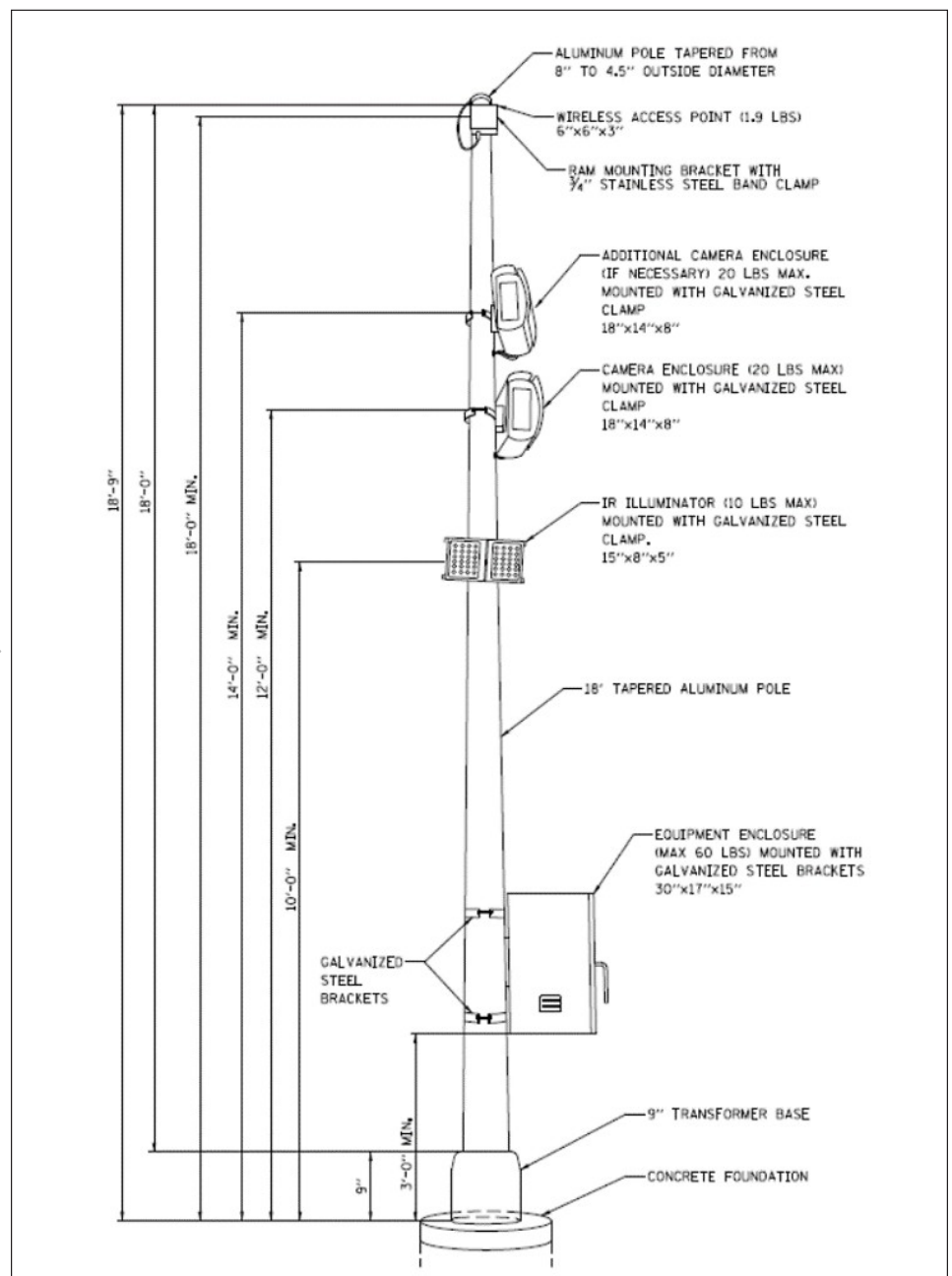


Image Quality

RedSpeed is the only vendor utilizing lane-specific, high resolution (3000x5000 pixels, 30 frames per second), video cameras in combination with infra-red (IR) illuminators to maximize the number of violations successfully captured and prosecuted.

It is important to emphasize that these lane-specific video cameras increase the number of prosecutable violations by 25%. The number increases substantially on roads with heavy queuing traffic or roads used by large scale vehicles such as tractor trailers, construction

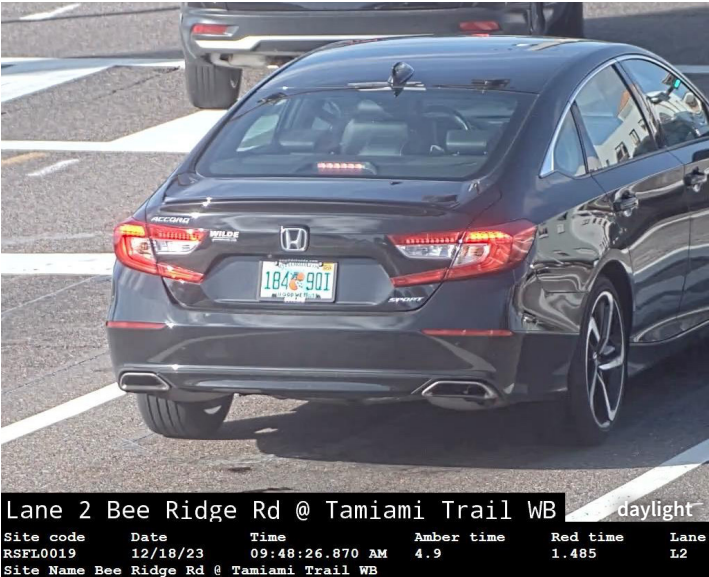
vehicles, etc., which, when enforced by still image systems (used by competitors) result in lost violations due to obstructed license plate views.

RedSpeed Cameras function in all weather and lighting conditions. The following are

real photographs from RedSpeed systems in different conditions:

Each image is clear, with a clearly embedded data bar, statistics and visible plate with identifiable car features.

REDSPEED CAMERAS FUNCTION IN ALL WEATHER AND LIGHTING CONDITIONS



Laser Detection

The integrity and efficiency of any automated traffic enforcement program rests on the foundation of the quality and reliability of the underlying speed sensor and imaging system deployed at the roadside. Law enforcement and County citizens must have confidence that vehicle speed measurements and proper violating vehicle identification are beyond reproach.



For Lidar deployments, RedSpeed utilizes the Stalker Lidar automated enforcement system at the roadside installations.

The STALKER systems install easily and cleanly in all types of school zones without blocking sidewalks or imposing a large footprint near ground level.

Redspeed has been using Lidar based automated speed enforcement system in actual deployments since 2019 in a variety of weather and temperature environments.

The following benefits of our Lidar based system will be briefly discussed and illustrated with data and images from actual deployments in Georgia school zones and other system locations.

A FEW KEY ADVANTAGES OF STALKER PHOTO SPEED LIDAR SYSTEM:

- **STALKER is the most trusted name in Law Enforcement.** Used by more departments than any other detector, Stalker is U.S. Made, Buy-America Compliant and is the technological Gold Standard.
- **Laser based vehicle detection and measurement** is unmatched for positive, foolproof identification of the violating vehicle. The laser beam monitoring each lane is crisply defined by a circular aiming reticle allowing law enforcement officials to positively identify the measured vehicle even in crowded road conditions.
- **RedSpeed dedicates a LIDAR speed measurement module for each and every lane monitored.** The system can capture simultaneous violations in all lanes, including crossing lanes. It can also capture successive violations in all lanes, simultaneously, at a rate of two violations per second.
- **STALKER is certified** by DOT, FLHSMV and is on the IACP Approved Laser List.
- **STALKER RADAR is the only ISO-9001 certified manufacturer**
- **Infrared illumination for night and low light situations** allows the Lidar Detector to function without the distraction of a white light flash. In addition, the “exposure bracketing” combined with our infrared illuminator provides excellent license plate identification even with difficult night time headlight glare.
- **STALKER systems undergo rigid testing** including Heat Shock and road testing prior to deployment.
- **The STALKER’s compact packaging allows the system to be mounted in tight roadside areas** with a small standard pedestrian-sign pole breakaway base.



R[®] LIDARRLR SPECIFICATIONS

Operational:

Type:	Handheld Lidar offering Range mode, Tracking mode, Auto Obstruction mode, Zone mode, and Inclement Weather/Obstruction mode.
Acquisition Time:	0.33 second
Nominal Range :	Minimum < 5 feet (1.5 meters) – Range mode Minimum = 50 feet (15.2 meters) – Tracking mode Normal = 2500 feet (762 meters) approaching targets Maximum > 9999 feet (3047 meters)
Range Accuracy:	± 6 inches (± 15 cm) when set for 0.1 (tenths) resolution
Speed Measure:	Up to 299 mph (481 km/h; 260 knots)
Speed Accuracy:	±1 mph (±1 km/h; ±1 knot)
Test/Alignment mode:	Press the TEST key, at end of test the Programmable Key will say "Sight Align", press the key to enter. Used to test HUD alignment using audio tone.
Metric, Knots Operation:	Setup menu selectable
Lidar trigger modes:	Setup menu selectable: 1. Constant trigger depression for constant XMIT 2. Separate trigger depressions to start/stop XMIT
Inclement Weather mode:	Suppresses target returns from targets closer than approximately 250 ft to reduce interference from rain, fog, and snow
Remote Trigger:	Remote trigger signal available through I/O Port
Target Speed Tone:	Variable audio tone corresponding to target speed. A fast target generates a higher tone and a slow target generates a lower tone
Target Return Tone:	No tone when beam is off target; tone repetition increases as beam moves into target and return signal quality increases
I/O Signals:	Ext Trigger, Tx, Rx, Gnd, Switched Output Voltage

Physical

Dimensions:	9.1" Height, 5.0" Length, and 4.3" Width 23.1 cm Height, 12.7 cm Length, 10.9 cm Width
Weight:	Including Battery - 2.3 lbs (1.03 kg)
Housing:	High impact resistant thermoplastic polycarbonate
Shoulder Stock:	Accessory shoulder stock is available
Input Voltage Range:	Battery Handle: 6.4V to 9.0V @ 400 mA nominal Cigarette Cable: 6.4V to 16.3V @ 400 mA nominal Low voltage inhibit activates below 6.8V
Low Voltage Inhibit:	Inhibits all readings while input voltage is below the low voltage inhibit level
Low Power Mode:	After 150 seconds of inactivity (unit not transmitting), power consumption is reduced to 65% of nominal
Input Power Protection:	Solid state automatically resettable fuse
Environmental:	-22° to +140° F (-30° to +60° C) operating -40° to +185° F (-40° to +85° C) non-operating
Humidity Protection:	+37° C, 90% Relative Humidity, 8 hours minimum, operating
IP67:	Dust and water proof
Additional Resistance:	Impact
EMI:	RFI icon indicates that the unit is in a high EMI field. No false readings when the unit is subjected to Electromagnetic Interference from vehicle alternator, ignition, air conditioner/heater motor, windshield wiper motor, Police FM transceiver, or CB Radio
¼" x 20 Tripod Mounts:	Attachable bracket provides tripod mounting in normal orientation.
I/O Connector:	12-pin I/O connector on back of handle.

Transmitter & Receiver:

Operating Wavelength:	905 ± 10 nm Peak @ 25° C
Spectral Bandwidth:	5 ± 3 nm FWHM
Laser Type:	MOCVD InGaAs Stacked Array Pulsed Laser Diode
Eye Safety:	FDA/CDRH CLASS 1 Laser Device (Rated Eyesafe)
Pwr. Output:	50uW maximum average power. 385 nJ maximum pulse energy. (meets FDA/CDRH regulations)
Pulse Width:	< 30 nsec.
Pulse Repetition Rate:	Fixed 130 Hz (±0.1% at 8.40 VDC) Anti-Jamming off
Beam Divergence:	< 3 ± 0.5 mrad FWHM
Optical Design Type:	Bistatic (dual aperture)
<u>HUD</u>	
Targeting:	Illuminated Open □, keyboard adjustable intensity.
Range & Speed Data:	Range: Four 7-Segment Digits (8888) Speed: Three 7-Segment Digits (±888) Range and Speed have keyboard adjustable intensity

PANEL

Display:	LCD TFT 2.7" 400x240 with keyboard controlled backlight
Display Clear:	Activates prior to new measurement (with depression of trigger)
Power-On Self Test:	Electronic test, timing accuracy verified, and all display elements illuminated. Errors indicated by beep code.
Speed Display Lock:	Manual control (auto lock of speed and range with release of trigger)
Controls:	Silicon Rubber Keypad (with LED backlight) operating mechanical tactile switches

SWITCH DEFINITION

TRIGGER:	A trigger depression starts the transmit of laser pulses. Release the trigger to stop transmitting laser pulses.
PWR:	Toggles main power ON/OFF
TEST:	Performs a complete self-test
MODE:	Used to select Inclement Weather/Obstruction mode, Auto Obstruction mode, and Zone mode. A long press clears any active mode.
MENU:	Used to select the Main Menu where you can print a ticket, configure settings, define the programmable key, and view version information. Also used to exit the user menus.
UP ARROW:	User programmable key (defaults to INC/OBS). Also used as an up arrow in the user menus.
DOWN ARROW:	Adjusts HUD brightness, panel brightness, and audio volume, each through multiple levels. Also used as a down arrow in the user menus.

DISPLAY MESSAGES

Enn:	This message indicates that a measurement error has occurred
TILT:	This message indicates the unit has exceeded the tilt threshold. Operation is inhibited until cleared.
RFI:	This message indicates the presence of an interfering signal. Operation is inhibited until cleared.
LOW V:	This message indicates a low battery voltage. Operation is inhibited until cleared.

Certificate of Approval



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY PURSUANT TO RULE 15B-2.007(1) AND 15B-2.008 FLORIDA ADMINISTRATION CODE THAT THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES HAS ON FILE THE FOLLOWING INFORMATION PERTAINING TO A RADAR SPEED MEASURING DEVICE (RSMD) OR LASER SPEED MEASURING DEVICE (LSMD):

1. _____ (CHECK FOR RSMD) A CERTIFICATE OF TYPE ACCEPTANCE BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) AND THE DEVICE APPEARS ON THE CURRENT INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONSUMER PRODUCT LIST FOR RADAR SPEED CRITERIA OF RULE 15B-2.0082 FLORIDA ADMINISTRATIVE CODE.
2. X (CHECK FOR LSMD) A REPORT FROM AN INDEPENDENT TESTING LABORATORY CERTIFYING THAT A LASER SPEED MEASURING DEVICE MEETS THE MINIMUM DESIGN CRITERIA OF RULE 15B-2.014 FLORIDA ADMINISTRATIVE CODE.

Stalker LIDAR XLR

(TYPE OF EQUIPMENT OR ACCESSORIES)

Certified on April 04, 2013

MANUFACTURED BY
Applied Concepts Incorporated

2609 Technology Drive

Plano, Texas 75074

Certifying Authority (signature)

John J. Bagnardi

Certifying Authority (printed name)

Lieutenant

Title

April 04, 2013

Date



Steve Hocker
Applied Concepts, Inc.
855 East Collins Boulevard
Richardson, Texas 75081-2251

Dear Mr. Hocker:

This letter confirms that Applied Concepts, Inc., Stalker LIDAR models XS, XLR, and RLR were submitted to the Institute of Police Technology and Management in Jacksonville, FL for testing as described in the Interim Administrative Guide for the Traffic Enforcement Technologies Program for inclusion of these products on the Conforming Products List for Speed-Measuring Devices.

Testing reports were submitted to the National Highway Traffic Safety Administration (NHTSA) and reviewed by the Technical Advisor as described in the Interim Administrative Guide for the Traffic Enforcement Technologies Program. The Applied Concepts, Inc. Stalker LIDAR models XS, XLR, and RLR met the Speed-Measuring Device Performance Specifications.

This letter confirms that the LIDAR units are now included on the NHTSA Conforming Products List (CPL) for Speed-Measuring Devices and will be included in the published version during the next update of the CPL.

If you require further assistance or have any questions regarding NHTSA's CPL for Speed Measuring Devices, contact me at Reo.Nelson@dot.gov or 202-366-3113.

Sincerely,

Reo Nelson
Highway Safety Specialist Enforcement & Justice Services
Division

SMARTMICRO 3D/UHD (OPTIONAL)



In addition to Lidar, RedSpeed offers as an option the most advanced 3D/UHD object tracking radar technology by SmartMicro (Germany).

3D/UHD provides accurate and reliable speed and position data, tracking multiple vehicles in parallel lanes simultaneously. The system scans more than 20 ;mes per second from 0.1 m/s to 88 m/s (320 km/h).

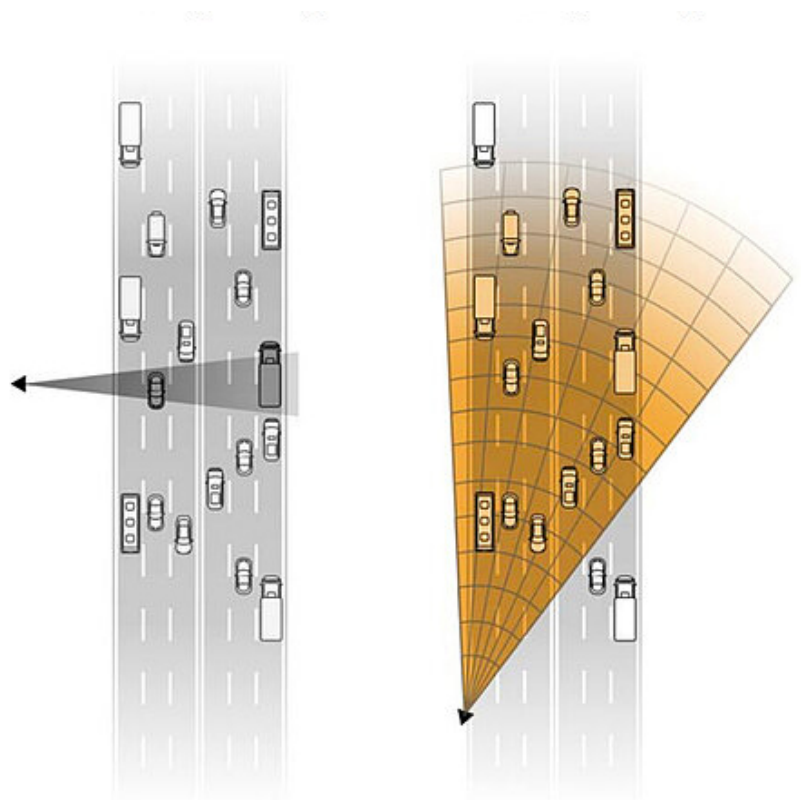
RedSpeed's 3D/UHD radar technology also incorporates a double redundancy:

By utilizing two independent receive antennas, the values measured by both must be perfectly matched to generate a reported speed,

Vehicle speeds are first measured by the Doppler wave and then by the range progress over time, the two measurements being independent and redundant. (Speed accuracy Typ.< ± 0.28 m/s or $\pm 1\%$).

KEY SYSTEM SPECIFICATIONS

- Coverage of up to 12 lanes
- Range of up to 300m (984ft)
- 110-degree field of view
- Detection of up to 256 traffic objects simultaneously
- LED IR illumination
- Daily self-test
- Lane-specific video cameras



RedSpeed respects PD preferences for Lidar v Radar. 3D/UHD is a proven and reliable detection method that sometimes has advantages over Lidar particularly for very wide roads with many lanes of traffic.

Data Transmission

From RedSpeed's inception, RedCheck™ back-office system was developed to maintain the highest levels of security. RedCheck™ and the systems that support the program are hosted at a state-of-the-art DuPont facility just outside Chicago which provides 24/7/ security staff, video surveillance and dual-factor authentication via biometric and proximity scanners to limit access to only authorized users.

RedSpeed recently completely overhauled its entire infrastructure to mirror the same system security software used by the US Military, DARPA, Raytheon and NASA. A wide range of technologies, including on-prem agent software, firewalls, security certificates, all report to a centralized intuitive system that automatically identifies and remediates outbreaks and threats via SaaS threat intelligence data identification. This multi-layered approach ensures the availability and integrity of the data as well as the system itself are fully protected.

All incoming network connections are scanned by enterprise level Next-Gen Intrusion Prevention System (NGIPS) Cisco firewalls with Cisco's FirePOWER AMP modules. All connections are filtered through a set of Access Control Lists (ACL's) and allowed protocols. RedSpeed's email

system is protected by NGIPS using geofencing and Exchange 365 heuristic filters to only allow emails from the United states and anyone outside that region must be white listed. Malicious messages automatically get discarded when embedded code is detected by filters. All the NGIPS FirePOWER syslog node points (Cisco networking devices) and AMP agents report back to the latest security information and event management (SIEM) LogRhythm software.

Outgoing user connections are monitored via Cisco Umbrella (formerly OpenDNS) SaaS DNS services for malicious activity and policy-based proxy filters which also report back to the SIEM for closer analysis.

The proprietary RedCheck™ and SiteOps™ web sites are protected with SSL security certificates

to provide authorization and authentication services to users. All data transfers are also encrypted to prevent data snooping. Each authorized user has a unique login and a complex password comprised of a minimum of 7 characters. During log-in, all users are validated against a Kerberos secured Microsoft Active Directory database.

User account access is also defined thru permissions applied using role-based templates. Each user has a specific set of roles that will allow them to perform limited actions. If the user's account has not been granted access to a specific role, the user will not be able to perform that function. This prevents users from gaining access not previously authorized or applied. Additionally, all user activities are audited within a Microsoft SQL Database and the SIEM with logs retained and backed up at another site using VEEAM multi-site replication backups per CJIS policy for data retention.

The reliability and speed of the redCheck™ system is never in question, as the data backup, disk redundancy, and network speed have been optimized for multiple connections. A fully managed fiber-optic internet connection into

EVIDENCE TRANSMISSION NETWORK ARCHITECTURE



Data Transmission (continued)

the facility allows for hundreds of concurrent connections to access the live database without any decrease in performance. This would also include a full copper redundancy back up line. Our server cluster provides reliability and a high percentage of available uptime. This type of network configuration will guard against loss of data entry and information integrity degradation.

Unlike many vendors who rely on antiquated magnetic tapes for storage, these purged images and video are stored digitally on a full secondary back up system, as well as being stored in the cloud. This data can be easily accessed on request of the municipality. All data can be sorted and organized into relevant reports.

The RedCheck™ system secures the integrity of violation data by using a combination of digital signature, Public Key Cryptography Infrastructure (PKI), and Virtual Private Network (VPN) technology. Each violation is assigned a unique digital signature before being encrypted. Using PKI requires a pair of keys to successfully decrypt and import the violation. One half of the key resides in our data center and the other half

resides inside the camera system. Both keys must match exactly for the violation data to be decrypted and the digital signature verified. If one part of the process does not match, the violation will not be imported. While PKI protects the violation data, the VPN protects the data transfer to RedSpeed's back office. The VPN uses many high levels of encryption to ensure no tampering has occurred during transmission as demonstrated in the following flow chart:

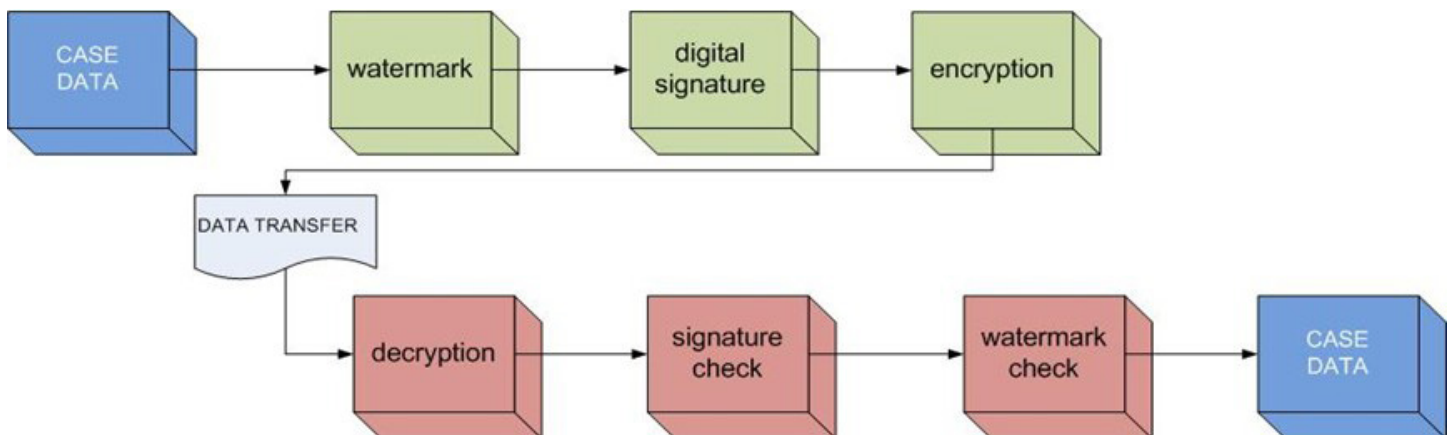
A secure room has been established to allow access to the Nlets database. Equipped with computer terminals running on a system completely independent of main system servers, a limited number of authorized users who have passed stringent security checks and finger printing are able to access Nlets information. Requiring a unique access pass card which is restricted to only business hours Monday thru Friday, users are monitored by security cameras while using the terminals in securely controlled spaces remotely.

RedSpeed further safeguards the security of the RedCheck system and violation data by maintaining high levels of security at the Lombard



headquarters and processing facility. Employees are assigned access scan cards which allow them to enter the building thru two specific entrances monitored by external card reader entry systems. As a result, Management is able to track the time and date any individual has entered or departed the facility. Within the building access to specific departments, such as the printing and mailing department, is available only to authorized users during specific times of day.

EVIDENCE PACKAGE ENCRYPTION/DECRYPTION PROCESS



Section 3

Work Experience

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

Firm Qualifications

RedSpeed Florida, LLC is a Limited Liability Company which designs, develops, manufactures and operates enforcement systems.

RedSpeed has more than fourteen years of experience implementing cutting edge and world-class enforcement programs for clients throughout the United States. RedSpeed is the industry leader and subject market expert in red light and speed enforcement.

RedSpeed maintains two offices and a technical center in Florida with regular business hours from 9:00 a.m. to 5:00 p.m. Our CEO Robert Liberman lives and works in Florida. Additionally, RedSpeed's automated call center is live 24 hours a day. RedSpeed has an exceptional track record of successful implementation and timely delivery of services.

RedSpeed operates red light and speed enforcement programs across the United States and is the industry leader in Georgia where RedSpeed proudly serves seventy communities and has been awarded every competitively selected (RFP) contract in the state. RedSpeed has achieved approximately 90% market share in school zone speed enforcement in Georgia. RedSpeed has been awarded the first contracts in Florida including Miami-Dade County, Miami Gardens and Pinecrest and is well on its way to similar industry leadership in Florida.

RedSpeed has achieved this success through a combination of cutting-edge technology, a commitment to customer service, transparent and broad public education and fair pricing. RedSpeed offers every client full revenue neutrality and termination for convenience without penalty. Fortunately, none of our more than 100 client cities have ever exercised this option. Plantation can count on RedSpeed to deliver a fair, cutting-edge program focused on delivering outstanding results and service.

In terms of technology, RedSpeed is unmatched in the industry. RedSpeed is the first and only vendor in the industry to utilize full-HD video based enforcement, which offers a myriad of additional safety benefits to the police department and the community. Each and every lane enforced by RedSpeed utilizes a full HD video camera meaning every plate is captured and every second of every violation is recorded in high definition enabling our systems to capture violations around

obstructions, in all weather and to incorporate additional police technology, including full integration with Flock ALPR. By comparison, competitors use decades-old still frame photography for enforcement, which comes with a number of limitations—notably that it captures far fewer violations, is more susceptible to poor imagery in inclement weather and cannot be integrated with advanced ALPR technology and search features.

RedSpeed is an innovator that drives advancement in the industry. These include additional features like no-flash illumination in low light, the use of laser detection (still not offered by most companies in the industry) and the industry's most advanced, entirely web-based software program. Not only is it easy to view and approve violations from any web-enabled device, but the police department can also use our cutting-edge features to retrieve incident video in real-time and utilize cutting edge Flock ALPR tools for real time vehicle searches. As is explained in our technology section, RedSpeed utilizes tamper-proof, high security data protection for all violations and our processing software is available to authorized police users who

are able to download video clips in real-time. This is a huge leap forward compared to our competitors, most of whom require a service call to obtain archive video.

Just as critically, no other company in Florida has a team, experience or qualifications of RedSpeed, nor can any other provider begin with deployments as quickly as RedSpeed. RedSpeed is proud to have been a key leader in the passage of HB654 and has been actively involved in the FDOT implementation rulemaking process. RedSpeed has already met with Broward Schools and other key stakeholders to build local consensus for implementation of automated school zone enforcement.

RedSpeed has the team and experience to quickly ramp up many large programs at once. Our team successfully performed more than 200 installations in Georgia in two years and has the expertise required to deploy our technology in Florida just as effectively. We are ready to hit the ground running, whereas our competitors do not have the teams or local knowledge necessary to commence immediately.

RedSpeed's program is entirely turnkey and includes all design, permitting, installation, processing, court support, appellate support and customer service.



Introduction to Past Performance and Project References

At RedSpeed Florida LLC, we pride ourselves on our extensive experience and cutting-edge service in the design, development, and operation of enforcement systems. Over the past fourteen years, we have established ourselves as the industry leader and subject matter expert, particularly in red light and speed enforcement. Our success in Georgia, where we serve seventy communities and hold approximately 90% market share in school zone speed enforcement, is a testament to our commitment to excellence.

For this proposal, **we have carefully selected three references** (Form Attached at Following Page) that represent projects of similar or greater scope and complexity to what is outlined in this RFP. These projects, undertaken for **Gwinnett County, Henry County, and Alpharetta**, demonstrate our capabilities in delivering comprehensive solutions tailored to the specific needs of municipal clients within the State of Florida. Each reference includes detailed information on the client's contact, key project staff, a summary of the work performed, etc.



Gwinnett County is the Largest in Georgia

Our approach in Florida, as in all our projects, combines state-of-the-art technology, exceptional customer service, transparent and broad public education, and fair pricing. We offer full revenue neutrality and termination for convenience without penalty to our clients, a feature that has never been exercised, highlighting the high level of satisfaction and trust we maintain with our partners. As stated in the RFP we have a significant Florida presence with an office and technical center, four full-time employees (with four additional being hired) and our CEO lives full-time in Hallandale Beach.

RedSpeed's ability to rapidly deploy large-scale programs, our unmatched technological expertise, and our comprehensive turnkey solutions make us uniquely qualified to meet and exceed the requirements of this RFP. We are ready and equipped to bring the same level of excellence and innovative solutions to Plantation as we have demonstrated in our other projects.

REFERENCES

The Proposer shall submit the following minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

PROPOSAL COMPANY NAME:

1. PROJECT: Automated Enforcement of School Zone DATE: Current
LOCATION: Gwinnett County

OWNER REPRESENTATIVE: Name: Eric Kline
Title: Corporal
Email: eric.kline@gwinnettcountry.com

2. PROJECT: Automated Enforcement of School Zone DATE: Current
LOCATION: Henry County

OWNER REPRESENTATIVE: Name: Robert Godsey
Title: Lieutenant
Email: rgodsey@co.henry.ga.us

3. PROJECT: Automated Enforcement of School Zone DATE: Current
LOCATION: Alpharetta, Georgia

OWNER REPRESENTATIVE: Name: Major Trent Lindgren
Title: Major
Email: tlindgren@alpharetta.ga.us

Revised July 2023

FORM 4

FORMS		Fill in Form	
FORM 4			
PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS			
Work by firm or joint venture members which best illustrate current qualifications relevant to the City's SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES that have been or are being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.			
4. Project Name & Location		Project Owner's Name & Address	
Project Manager:			
Completion Date (Actual or Estimated)			
Estimated Cost (In Thousands)	Work for which firm was/is responsible	Project Owner's Contact Person, Title, & Telephone Number	
Enter Project	\$		
Scope of Entire Project (Please give quantitative indications wherever possible)			
Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)			
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects			

We interpret Form 4 as being applicable to City RFP's for design/build or construction services in which the City is the owner. For School Zone Speed cameras, the vendor is technically the project owner.

However, as explained in the RFP RedSpeed has a local team with local expertise to ensure timely permitting construction. RedSpeed is pleased to offer Greg Parks as the Project Manager for Plantation. Mr. Parks has successfully overseen the construction and implementation of hundreds of speed and red light cameras over the past three years including ten representative programs listed below (which are additional to our references).

Ten Representative Programs	Camera Installations	Project Manager
Coral Gables, Florida	10	Greg Parks
Sarasota, Florida	20	Greg Parks
Canton, Georgia	12	Greg Parks
Duluth, Georgia	8	Greg Parks
Gwinnett County, Georgia	24	Greg Parks
Henry County, Georgia	40	Greg Parks
Liberty County, Georgia	4	Greg Parks
Riverdale	6	Greg Parks
Snellville	8	Greg Parks

Section 4

Key Staff

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

Detailed Bios of Key Personnel

ROBERT LIBERMAN CEO

**YEARS WITH
REDSPEED: 16**

**FOUNDING MEMBER
OF REDSPEED**

EDUCATION:
B.S., Information
Systems

Robert Liberman has been with RedSpeed since its inception in 2006 and brings over 17 years of expertise to the RedSpeed team. As a Financial Information Systems Analyst with JP Morgan, he was responsible for the design and development of Financial Applications Software. He has served as a Senior Project Manager with Morgan Stanley, Sun Microsystems and Prudential Financial. Upon joining the RedSpeed organization, he drew upon this extensive managerial background to grow the company from concept to a leader in Automated Photo Enforcement within Illinois. Under his direction, the company grew to service over 65 municipal clients by offering industry leading customer service and technology. Mr. Liberman was instrumental in establishing all of RedSpeed's business practices, including client management, back office operational procedures, finance, IT and governmental relations. Mr. Liberman personally selected and trained all of RedSpeed's key senior staff members, all of whom are still employed with RedSpeed.

GREG PARKS SENIOR VICE PRESIDENT

**YEARS WITH
REDSPEED: 6**

EDUCATION:
B. A., Economics
Instructor Certification –
International Police
Management Institute,
Univ. of North Florida

Possessing over 23 years of public sector service experience, Mr. Parks has been an integral contributor in the development of Automated Photo Enforcement Programs throughout the state of Florida. In 2010 he played a significant role in the passage of the Mark Wandall Safety Act and has worked tirelessly with the Florida State Legislature and League of Cities to defend against repeal Bills presented in the legislative sessions. During his 10 years advocating the merits of red-light camera programs, no individual has amassed the wealth of expertise specific to these programs as Mr. Parks. His knowledge base encompasses all aspects of the programs from passing State and Local legislation, to ensuring compliancy laws are met and new programs are successfully launched.

JULIO SILVA IMPLEMENTATION PROJECT MANAGER

**YEARS WITH
REDSPEED: 4.5**

EDUCATION:
College

Manages installations and maintenance of all cameras and equipment and ensures operational camera efficiency, Interfaces with municipal public work departments, and coordinates installation and maintenance as required, Manages and coordinates the work plan for the assigned Field Engineer Technicians; meets with staff to identify and resolve problems; assigns work activities, projects, and programs; monitors workflow; reviews and evaluates work products, methods, and procedures, Drives and maintains company vehicles, Develops and standardizes procedures and methods to improve the efficiency and effectiveness of engineering services, projects, and activities; assesses and monitors workload, administrative and support systems, and internal reporting relationships, Evaluates and makes recommendations regarding camera sites, Provides recommendations for handling mechanical and electrical problems, Installs, and maintains equipment in accordance with company safety procedures, Performs other related duties assigned such as: new site analysis, equipment upgrades, identify camera view obstructions and correct malfunctions, Stages, tests, maintains, troubleshoots, and services mechanical and electrical equipment on new and existing installations, Performs and documents initial image quality evaluations and adjustments, Conducts pre-build and system setup, ie PC storage, router, and all other ancillary equipment, Performs termination, labeling and testing of various cabling, Programs and configures photo enforcement equipment, Maintains equipment performance and practices safe and efficient record keeping including installation configurations in checklist and diagrams and updating maintenance modules, Monitors and reviews violation data to analyze and publish system performance data, Informs appropriate management of potential electrical/mechanical problems and performs preventative maintenance functions as directed, Conducts traffic studies at designated locations utilizing company-provided equipment. Compiles and transmits report of study results. Complies with operation procedures and requirements for working safely with electrical and mechanical equipment and components. Travel in Florida to performance any work on speed cabinets. Routinely write reports and correspondence.

JOSE CHAVEZ DIRECTOR OF ENGINEERING

**YEARS WITH
REDSPEED: 14**

**FOUNDING MEMBER
OF REDSPEED**

EDUCATION:
B.S., Technical
Management

Jose Chavez brings over 19 years' experience in technical support and test engineering management. In his current position with RedSpeed, Mr. Chavez has been responsible for overseeing the planning and execution of all existing suburban installations, from initial site and traffic study evaluations thru obtaining DOT approval. His role on the Doral project will be as liaison between all sub-contractors, sub-consultants, field engineers and City personnel. Working in conjunction with Robert Quinton, Mr. Chavez will be responsible for all field engineer training, assignment and performance evaluation.

Detailed Bios of Key Personnel (continued)

MICHAEL MCALISTER, ESQ. COUNSEL

**YEARS WITH
REDSPEED:** 6

EDUCATION: Juris Doctor,
University of Miami
(2006)

Mr. McAllister is a pioneer in the development and implementation of Automated Photo Enforcement Programs in Georgia and Florida. Mr. McAllister played a significant role in the development of the first “home rule” Code Enforcement programs that introduced red light cameras to Florida and served as a precursor to the passage of the Mark Wandall Safety Act. Mr. McAllister, with his colleague Greg Parks, has worked extensively with both the Georgia and Florida State Legislature and League of Cities to defend against repeal Bills presented in the legislative sessions and the recent passage of School Zone Safety Initiatives in Florida. Mr. Parks and Mr. McAllister are truly the evangelists of photo enforcement and have saved countless lives through their initiatives over the past fifteen years. Mr. McAllister has a wealth of experience in all regulatory photo enforcement matters from permitting and usage, to litigation. Mr. McAllister was a driving force behind the defense of photo enforcement programs in Georgia and Florida courts. Mr. McAllister helped coordinate mutual defense for numerous precedential Florida photo enforcement cases including Jimenez v. State (City of Aventura, test of Wandall Act), Arem (City of Hollywood, vendor ability to issue tickets) and City of Orlando (voluntary payment doctrine). Georgia litigation is currently in the Motion to Dismiss state and we are confident that the precedents established in other jurisdictions affirming photo enforcement will also be applied in Georgia.

LISA GREEN DIRECTOR OF OPERATIONS

**YEARS WITH
REDSPEED:** 14

**FOUNDING MEMBER
OF REDSPEED**

EDUCATION: Associate
in Business Management

Lisa Green will manage all the operational functions of the Lombard based Violation Reviewers responsible for the initial violation review. Ms. Green has played a pivotal role in the development of RedSpeed’s violation review program. Since joining the RedSpeed team, her department has quadrupled in size, and she has taken the lead in developing every facet of the department’s work guidelines. Her accomplishments have included designing and implementing the reviewer training agenda, operating manual and training modules. She has established daily operator productivity goals and reports, as well as a quality assurance monitoring and evaluation program. Ms. Green will bring this valuable and proven hands-on experience to the City’s program, creating the same quality and results driven department she established to successfully support RedSpeed’s 60 suburban clients.

DEBRA BEERUP DIRECTOR OF CLIENT RELATIONS

**YEARS WITH
REDSPEED:** 15

**FOUNDING MEMBER
OF REDSPEED**

EDUCATION: B.A.,
Organizational Communi-
cations & Marketing

Debra Beerup brings over 30 years of Project Management, Marketing and Sales experience to support Plantation’s program. As a founding member of the RedSpeed team, Ms. Beerup joined the company as the Director of Marketing, responsible for the creation of all community awareness and training materials. Her role was expanded to encompass client relations and project management, based upon her proven track record of delivering on time projects and consistently exceeding client expectations. Debra has worked closely with RedSpeed programming staff to customize the RedCheck Violation Software to meet our clients’ various needs and implement community specific “wish list” items. She will bring this commitment and enthusiasm to Plantation’s program.

GREGORY JOHNS DIRECTOR OF FINANCE

**YEARS WITH
REDSPEED:** 11

EDUCATION: B.A., M.A.,
Business Admin/Account-
ing, USMC Supply Chief/
Staff Sergeant

Greg Johns brings over 20 years of Accounting and Management experience to support the City’s program. Greg will work closely with the City’s Finance department to coordinate the disbursement of fine revenue and ensure all reports required by the City are designed and implemented.

JENNIFER VILLARREAL HUMAN RESOURCES

**YEARS WITH
REDSPEED:** 4.5

EDUCATION: Human
Resource Management
Certificate with Honors

Since joining the team, the staff has doubled, Jennifer Villarreal has played a crucial role in recruiting and filling key roles that have greatly contributed to the growth and success of the company. Ms. Villarreal fosters a positive work environment and educates incoming employees on the company’s values and mission, which helps achieve organizational goals. She works closely with senior staff to develop new policies and procedures to support growth. She brings to the table a broad range of knowledge on government compliance, employee benefits, and employee management experience.

Detailed Bios of Key Personnel (continued)

RAQUEL ADAMS CALL CENTER MANAGER

YEARS WITH REDSPEED: 14

Raquel Adams brings over 18 years of customer service and call center management experience. Prior to joining RedSpeed, Raquel was a customer service representative for the Illinois State Tollway where she excelled at dispute resolution. She has used her extensive knowledge of customer service and diplomacy to build a Call Center comprised of other seasoned professionals, ensuring all individuals calling the Sarasota specific customer service number will receive clear and concise information and assistance.

MOODY EITAWIL SENIOR IT SYSTEM ADMINISTRATOR

YEARS WITH REDSPEED: 8

EDUCATION: B.S., Electric Engineering

Even though Moody Eitawil's degree is in electrical engineering, the bulk of his experience has been in the field of computing. His background includes software testing, programming and IT. He has worked for companies such as Johnson & Johnson, Lucent Technologies and InstallShield.

SERGIO RANGEL SENIOR FIELD ENGINEER

YEARS WITH REDSPEED: 5

EDUCATION: South Florida State College, Manatee Technical College

Upon joining RedSpeed, Sergio's first task was conducting the traffic studies for the Georgia School Speed Program. He then shifted to a Jr Technician role in Florida where his duties were to maintain and diagnose any issues regarding the Redlight Camera sites. His career has now progressed from technician to Senior Technician.

Service & Support

RedSpeed is proud to offer a totally turnkey system that is easy to use and access for both the Police Department and Violators. We offer totally web-based services to both the Police Department / City and the Violators (along with phone customer service and service by mail).

This Section is Divided Between:

- Police Software, Training, Equipment Maintenance Procures & Support
- The Violator Experience & Customer Service

We invite you to watch a short video detailing www.redcheck.org/video/system



Police Software, Training, Equipment Maintenance Procures & Support Web-based Enforcement Platform

At the outset of the program, RedSpeed will appoint a Construction Manager (Randall Rhymes) and a Project Manager (Greg Parks) who will work with the city on all aspects of permitting, construction, business rules, establishing court procedures, training, publicity and program “Go Live”.

RedSpeed is totally turnkey and easy to use. As a starting point, the most commonly used feature of the RedSpeed platform is RedSpeed's violation processing platform, RedCheck.

RedCheck makes it possible to quickly review and approve violations, follow violations from creation to disposition, print court support materials, run reports, check maintenance logs and virtually any other activity required. RedCheck is 100% web based and accessible from any web enabled computer, tablet or smart phone.

The RedSpeed program is efficient and requires minimal staff time. Recommended program staff include: (1) Violation Reviewer; (2) Testimony Coordinator; and (3) Code Enforcement Board Hearing Officers.

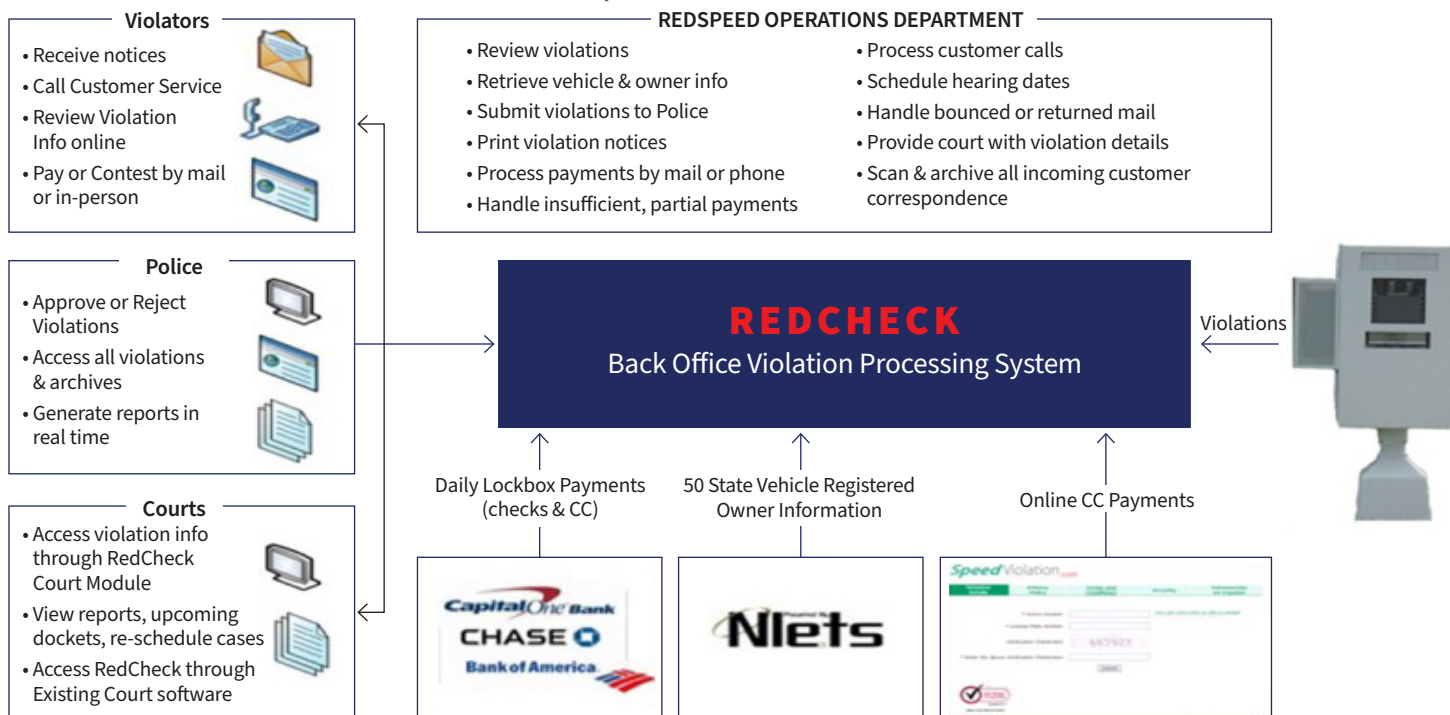
Recommended additional involvement include:

- Part-time Communications Officer for coordi-

nation of PSA's and public outreach.

- Part-time Finance Staff for financial review.
- Part-time data analyst function for receiving reports.
- Part-time public records official to assist in responding to periodic records requests.
- RedCheck™ reviewing software is compatible
- RedCheck Violation Processing and Document Management System is easy to use and completely Internet based. There is no need for additional software to be installed on the City's machines and no risk of compatibility issues with **Plantation's** existing data infrastructure. Any authorized officer can login from any web-capable device, even tablets, with the following browsers: Internet Explorer / Edge, Google (Chrome and Safari), Fire Fox.
- The RedCheck™ software system is easily customized to the needs of specific municipal agents, and technical support is available 24 hours a day / 365 day a year.

- Cloud based and secure, RedCheck™ allows remote, authorized users 24/7 access to a violation's lifecycle from any web-enabled computer thru a secure Internet portal.
- Utilizing simple “point and click” navigation, authorized users can swiftly and easily review violator information, view static and video images, approve, and reject violations in less than 12 seconds.
- Accuracy logic has been programmed into the interface, indicating vacant information fields, or incorrectly input data, maintaining the validity and integrity of the RedCheck™ Database System.
- All captured violation data is immediately transmitted back to the RedSpeed data center thru a secured VPN connection and imported directly into RedCheck™. As a result, no long-term data storage devices are required at the camera site.
- All processing of violations is done by vetted RedSpeed employees at the RedSpeed corporate headquarters in Lombard, Illinois. No data is sent out of the country for processing.
- *All still and video images recorded by Red-Speed systems at designated sites within **Plantation** are the property of the City.*



RedSpeed Software Is Easy to Use

One of the many great benefits of RedSpeed is that our software system is easy to use, and is completely web-based.

All of our services from Violation Review, Violation Management, Court Support, Video Archive and Reports are available to authorized users 24/7 from any web enabled device. We invite you to watch a short (3:00) video demonstrating our easy to use RedCheck Platform ([link](#)).

FULLY **WEB-BASED** SYSTEM

Allows authorized police users to

REVIEW NEW VIOLATIONS

MANAGE EXISTING VIOLATIONS

RUN STATISTICAL REPORTS

Short URL:

<https://shorturl.at/nFV37>

Simplified Login and Security on Any Web-Enabled Device

Authorized municipal users access RedCheck™ by entering a unique and secure login and password on the Log In screen shown below.

Individual user accounts authenticate the identity of a user and are used to grant or deny users access to resources through the assignment of specific “User Roles”. User viewing privileges and functionality are based on a pre-established set of entitlements which would be assigned according to the City’s direction. All users are not required to have the same set of privileges, with roles being assigned according to the user’s position and function.

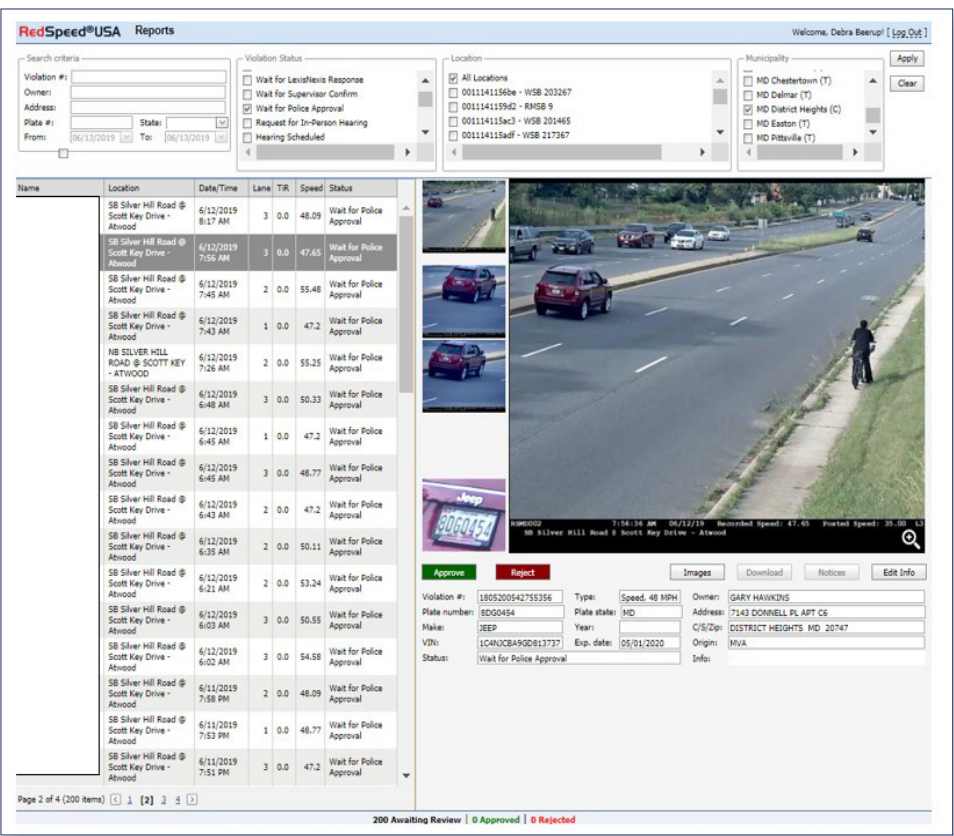
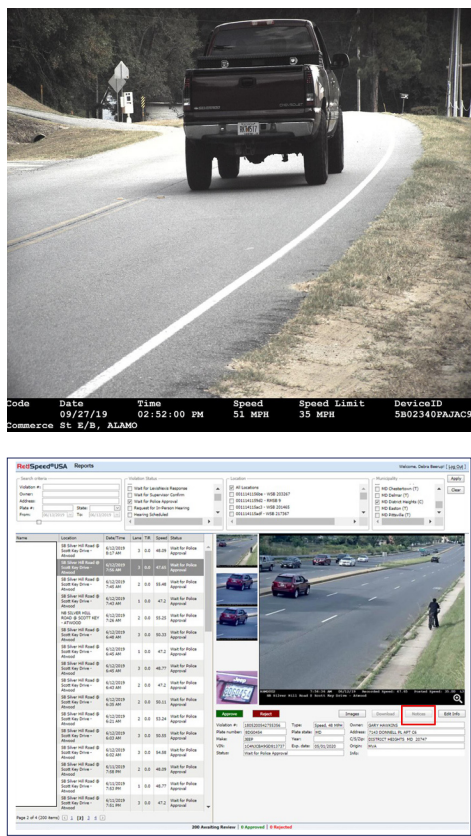
The assignment of specific access to individuals ensures accurate auditing of the users within the RedCheck environment. Any modifications, calls taken, or notes can be audited and traced. All information, including the violation numbers, dates and times of incidents, license plate numbers, registered owners’ information, and the status of violations are viewable and easily retrievable all from one screen to authorized municipal users.

Municipalities requiring an additional level of security above our username/password and digital certificate authentication strategy, can

use Red Speed’s optional Two Factor Authentication strategy. This mechanism uses a combination of something a user knows (username/password) and something a user has (one-time password). Users can plug in a USB key fob and generate their own one-time password, this in combination with their username, will allow access to the RedCheck™ Software application for police reviewing.

Once the Log-in process has been completed, a list of violations awaiting Operator Review will display. This list is comprised of violation data which was encrypted at site when captured and decrypted upon arrival at the RedSpeed Lombard, IL headquarters as it is uploaded into RedCheck™.

Pre-screening of violations



Before a violation enters the police RedCheck queue, RedSpeed saves the Department time by performing a series of violation screenings to ensure that all evidence required for a prima-facie violation is present prior to sending the violation into the police review and approval queue.

This process entails not only reviewing the violation video and checking all information in the data bar, but cross-checking that information against the NLETS or Motor Vehicle database. Once the registered owner information has been received the violation is reviewed a 3rd and final time by a Violation Review Supervisor before it becomes available to the **Plantation** Police Department through RedCheck™.

POLICE REVIEW
The police review screen in RedCheck is simple and easy to use. The total number of violations awaiting review is displayed at the bottom of the display and will provide a running tally as violations are approved or rejected.

The City will always have the final decision on whether or not a citation is issued. Approval or Rejection of violations is carried out by selecting either the Approve or Reject box after the still images and video clip have been reviewed.

After viewing the violation video clip and confirming the vehicle information corresponds with the still images, the Officer may elect to Approve or Reject the violation by

clicking the appropriate icon. When rejecting violations, users are prompted to enter a reject reason from a pre-defined, drop-down list as shown below. “Batch” approvals or rejections are not allowed by the RedCheck™ software.

Authorized users may view and print copies of all notices sent regarding a violation by simply selecting the Notices icon as highlighted above.

RedSpeed will provide, at no cost to the City, all training and training manuals necessary to ensure all individuals responsible for the reviewing and approving of violations are knowledgeable and proficient with all the components of the RedCheck™ system.

Printing and Mailing – Warning Notices

For a period designated by the City (generally 30 days before go-live), Warning letters are printed for violations captured at newly enforced school zone locations.

After the initial warning period, through the violation Status feature of the system, infraction notices are printed automatically using RedSpeed's date-based violation print schedule.

NOTICE PRINTING AND MAILING

As part of the turnkey, back-office processing solution proposed by RedSpeed, all supplies necessary to produce and distribute violation notices on behalf of the City shall be provided by RedSpeed. Printing and mailing of full color first Notices of Violation via first class mail will be done by RedSpeed employees at the corporate headquarters in Lombard, Illinois. Notices approved by the City are printed and mailed the following business day.

The Notice of Violation generated by RedSpeed on behalf of Plantation will include one set of images showing the cited vehicle at the report line plus a cropped and optimized zoom shot of the license plate. In addition, notice recipients will be provided with detailed information regarding:

- Payment options with a remittance envelope is included with each Notice of Violation. The remittance envelope will reflect a Florida lockbox address, eliminating public concern over payments being sent out-of-state.
- On-line Violation Viewing and Payment instructions for www.SpeedViolation.com and

- Toll free customer service hotlines for bi-lingual "live" operator assistance in both English and Spanish.

The number of printed citations prepared for mailing is verified multiple times prior to being delivered by a RedSpeed employee to the post office the same day as printed.

This verification includes:

- Confirming number of violations selected and sent to the print queue,
- Confirming the number of citation notices passed thru the envelope inserter matches number sent to the print queue,
- Final manual count of the prepared citation envelopes.

Any citations returned bearing a yellow forwarding address label affixed to them by the Postal Service are updated and reissued within 48 business hours of receipt.



Printing and mailing of full color first Notices of Violation via first class mail will be done by RedSpeed employees at the corporate headquarters in Lombard, Illinois.

RedSpeed's RedCheck Violation Processing Software provides comprehensive evidence packages with a single click.

Municipal users no longer need to retrieve violations and painstakingly download each of the required items individually. Users may select individual violations, or all cases scheduled for a specific hearing date.

								Download Selected
☐	Hearing Date	Violation #	Violator Name	Requested By	Requested Date	Evidence Package	Reschedule Hearing	
☐	11/08/2018 03:30 PM	2010200002906186	GINEAN MARIE RAPP	francisco.bueno	10/09/2018 10:04 AM	Ready		
☐	11/08/2018 03:30 PM	2010200002772070	ORONDE ANTHONY VASSELL	francisco.bueno	10/09/2018 10:01 AM	Ready		
☐	11/08/2018 03:30 PM	2010200002522554	IDA RAQUEL RODRIGUEZ	francisco.bueno	10/10/2018 10:49 AM	Ready		
☐	11/08/2018 03:30 PM	2010200002543167	JOYCE ANN DAVANZO	francisco.bueno	10/16/2018 07:01 AM	Ready		
☐	11/08/2018 03:30 PM	2010200002634167	JUAN G PEREZ	francisco.bueno	10/02/2018 01:06 PM	Ready		
☐	11/08/2018 03:30 PM	2010200002677897	ALBERTO WILLIAM VAN DER MIJE	francisco.bueno	10/02/2018 08:25 AM	Ready		
☐	11/08/2018 03:30 PM	2010200002685067	ALBERTO WILLIAM VAN DER MIJE	francisco.bueno	10/02/2018 08:24 AM	Ready		
☐	11/08/2018 03:30 PM	2010200002466749	JEAN M NAUJELIS	francisco.bueno	10/17/2018 01:17 PM	Ready		
☐	11/08/2018 03:30 PM	2010200002476836	DORA KAY MORSE	francisco.bueno	10/17/2018 01:15 PM	Ready		
☐	12/06/2018 03:30 PM	2010200002266251	MARSHA SPRAGUE ENGLAND	francisco.bueno	10/16/2018 11:55 AM	Ready		

The generated evidence package is comprised of all notices issued to the party, a complete violation history summary including date, action, operator, still and video images, and scanned copies of all correspondence and affidavits submitted by the individual. Once selected, the items are compiled into a zipped file which can be saved to either a computer or data stick.

Case History			
Action	Date	User	Details
Evidence Package Ready	09/28/2018 10:36 AM	SYSTEM	
Administrative Hearing	09/28/2018 10:36 AM		
Administrative Hearing Scheduled	09/28/2018 07:42 AM		
2010100001987181.MARIANO.pdf	09/28/2018 07:42 AM		
Secondary Review Approved	08/13/2018 09:12 AM		
Notice of Violation	06/12/2018 01:02 PM		
Approve by Police	06/12/2018 10:42 AM		
Approve by Supervisor	06/11/2018 03:03 PM		
FLHSMV response received	06/11/2018 09:01 AM	system	
Wait for FLHSMV	06/08/2018 02:55 PM		
Approve by Operator	06/08/2018 02:55 PM		
Page 1 of 1 (12 items) < [1] >			
OK Add Document			

Download Violation's Files

What kind of documents should be included?

☒ Images
☒ Video
☒ Notices
☒ Other Docs

OK
Cancel

Comprehensive Violation Evidence Package

The following documents illustrate an evidence packet utilized by existing clients. The package generated for Plantation will be customized according to the City's specific needs and Court requirements.

CITY OF SARASOTA
NOTICE OF VIOLATION

Notice Number: 20180000247636
 P.O. Box 30305
 Tampa, FL 33630-3305

View your video and pay with your Visa or MasterCard
www.cityofsarasota.com

DORA KEY MORSE

Amount Due: \$158.00
 Due Date: 08/24/2018

City of Sarasota
 Intersection Safety Program
 P.O. Box 30305
 Tampa, FL 33630-3305

AMOUNT DUE: \$158.00

CITY OF SARASOTA
NOTICE OF VIOLATION

Notice Number: 20180000247636
 P.O. Box 30305
 Tampa, FL 33630-3305

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City of Sarasota
 Intersection Safety Program
 P.O. Box 30305
 Tampa, FL 33630-3305

AMOUNT DUE: \$158.00

CITY OF SARASOTA
ADMINISTRATIVE HEARING
NOTIFICATION LETTER

Notice Number: 20180000247636
 P.O. Box 30305
 Tampa, FL 33630-3305

SARASOTA, FL 34235-8839

Due Date: 11/06/2018
 Rate: FL 812310W

The hearing date for the above mentioned Notice of Violation ("Notice") has been scheduled for:

November 08, 2018 at 02:30 PM
 Sarasota City Hall, Annex Building 1st Floor 1385 1st Street, Sarasota, FL 34236

You may reschedule this hearing once by submitting the completed form at the bottom of this letter to City of Sarasota, Intersection Safety Program, P.O. Box 30305, Tampa, FL 33630-3305. The form to reschedule must be received at least five (5) calendar days before the day of the originally scheduled hearing. If you have already rescheduled your hearing you may not reschedule it again.

If you are receiving a new Administrative Hearing Notification Letter please review the Date, Time and Location of your hearing as one or all of them may have been updated with new information. Please disregard the earlier Administrative Hearing Notification Letter and use only the information provided on the last notification received.

You may cancel your appearance before the Local Hearing Officer by paying the civil penalty of \$158.00 assessed, plus \$50.00 in administrative costs, before the scheduled hearing time. To make a payment online please go to www.RedSpeed.com or to make a payment by phone call 1-800-285-9369. There may be a convenience fee for this service.

If you choose not to appear, you waive the right to contest this violation and must pay the civil penalty of \$158.00, plus administrative costs up to \$250.00.

Default here and when failure to appear is a request for an Administrative Hearing before a Local Hearing Officer.

Request to Reschedule Hearing

If you have already rescheduled your hearing you may not reschedule it again.

To reschedule your hearing, submit this form to:

City of Sarasota
 Intersection Safety Program
 P.O. Box 30305, Tampa, FL 33630-3305

The form to reschedule must be received at least five (5) calendar days before the day of the originally scheduled hearing.

CITY OF SARASOTA
Violation Evidence Report

Complaint Number:
 Document Number: 20180000247636

City of Sarasota
 Intersection Safety Program
 P.O. Box 30305
 Tampa, FL 33630-3305

AMOUNT DUE: \$158.00

CITY OF SARASOTA
Violation Evidence Report

Complaint Number:
 Document Number: 20180000247636

City of Sarasota
 Intersection Safety Program
 P.O. Box 30305
 Tampa, FL 33630-3305

AMOUNT DUE: \$158.00

CITY OF SARASOTA
Violation Evidence Report

Complaint Number:
 Document Number: 20180000247636

City of Sarasota
 Intersection Safety Program
 P.O. Box 30305
 Tampa, FL 33630-3305

AMOUNT DUE: \$158.00

CITY OF SARASOTA
Violation Evidence Report

Complaint Number:
 Document Number: 20180000247636

City of Sarasota
 Intersection Safety Program
 P.O. Box 30305
 Tampa, FL 33630-3305

AMOUNT DUE: \$158.00

CITY OF SARASOTA
Camera Log Report

Document #: 20180000247636

Location: RSFL0008 - Tuttle Ave & Bahia Vista St N/B

Event	Date / Time	Status
Deployment Start	07/25/2018 02:00:16 AM	Operational Tests Passed
Violation	07/25/2018 04:26:53 PM	
Deployment End	07/27/2018 02:00:23 AM	Operational Tests Passed

Sign were Passed

REDSPEED SYSTEM LOG REPORT

I, David Herrera, do hereby swear that:

- I am employed by RedSpeed.
- I am of sound mind, capable of making this certification, over the age of 18, and execute this certification based upon my own personal knowledge of RedSpeed's business and the method by which RedSpeed created, transmitted, and stored the information contained in the RedSpeed System Log Report.
- I am the duly authorized custodian of the RedSpeed System Log Report, and in such capacity, I have authority to certify the RedSpeed System Log Report is a true and correct copy of an original record maintained by RedSpeed.
- The RedSpeed System Log Report referenced below is a copy of a business record which was made automatically by the RedCheck Violation Processing System, at or near the time of the self-test of the automatic red light enforcement system.
- I certify that the testing that was conducted and is contained in the RedSpeed System Log Report is a regular practice in the course of RedSpeed's regularly conducted business activities and is kept in ordinary course of RedSpeed's regularly conducted business activities.

I DECLARE UNDER PENALTY OF PERJURY IN THE STATE OF FLORIDA THAT THE FOREMENTIONED INFORMATION IS TRUE AND CORRECT.

David Herrera

RedSpeed System Log Report
 07/20/2018
 Location: RSFL0008 - Tuttle Ave & Bahia Vista St N/B
 Date: 07/20/2018
 Event Time Status
 Automated Self-Test 02:00:16 AM All Tests Passed

Municipal Personnel Training & Training Materials



RedSpeed believes the success of the program is dependent upon every authorized municipal agent involved having a thorough and solid understanding of all operational elements of the School Zone Speed Enforcement program. As such, top priority will be given to ensuring authorized personnel involved with the City's program will receive customized training that addresses each core component of the RedCheck™ and SiteOps™ systems.

Beginning with an initial "Business Rules" meeting to outline RedSpeed's project approach, no aspect of the program is overlooked without full disclosure and discussion.

Business Rules Topics include:

- ✓ **FDOT constraints and timelines**
- ✓ **Launch Schedules:** locations, dates, Warning period, public awareness campaign
- ✓ **Equipment:** what equipment will be supplied, installation guidelines, Training
- ✓ **Violation Review:** Initial screening (if the City prefers RedSpeed violation review personnel conduct an initial screening), Officer review and approval / rejection, Notice mailing
- ✓ **Hearing Process:** existing process, role of the City, clerks, payment process, scheduling, and violator notification
- ✓ **Revenue Collection and Reporting:** Various methods of submitting payment, reconciliation of payments and funds disbursements to the City.

Ongoing support for all municipal users will be provided by the same individuals providing the training. These individuals will be available at any time to address any of the City's questions or requests. RedSpeed provides detailed, screen-by-screen function related training materials for all City personnel. As staff adjustments are made, RedSpeed will provide additional materials to ensure all active participants in the program have their own reference manual. Upon request, refresher training will be provided for both existing and new personnel at no cost to the City.

SITE VISIT

The RedSpeed Project Manager will take City personnel out to an enforced intersection to familiarize them with the system's hardware:

- Camera Enclosure
 - Vehicle Detection
 - Processor
 - Pole
 - Electric connections
 - Placement of Required Signage
-
- On-site, classroom style training, in addition to one-on one hands-on instruction, will be conducted by a RedSpeed representative, with all necessary training materials provided by RedSpeed.
 - On-site training will be provided at no cost for as many individuals as the City requests, to ensure all personnel are fully versed on the system. Scheduling will be based upon the most convenient times for City personnel.
 - Major topics within RedCheck™ include navigating the violations summary and details screen to access violations, approving, and rejecting violations and generating the various customized reports available through the system.
 - This training will be supplemented by on-going support and additional "refresher courses" for existing personnel, as well as training for new personnel as needed.
 - SiteOps™ training will explore the many facets of the system. Personnel will learn how to utilize the Live View module and the steps involved with accessing and downloading archived video footage.

RedSpeed ensures that all maintenance activities of the speed enforcement equipment (inclusive of cameras and ancillary equipment), signage, software, etc. shall be the sole responsibility of RedSpeed. All costs associated with electricity or other related power sources necessary to operate the systems shall also be the sole responsibility of RedSpeed.

RedSpeed maintains strict maintenance schedules for all equipment to ensure optimal operation and legal compliance. Maintenance records and reports are available 24/7 in its SiteOps platform.

We intend to safeguard the operational efficiency of the City's equipment using daily operational checks, preventative maintenance schedules and proprietary site monitoring software. Drawing upon our years of experience, RedSpeed has designed a comprehensive and proven Maintenance and Support Program which will maximize the daily performance of each of the City's enforcement systems. The result will be continued industry leading capture and efficiency rates. In addition, the data collected through

the procedures and site monitoring software will provide valuable information to support the City's public education efforts.

RedSpeed's proposed program is comprised of three tiers:

- Preventative Maintenance,
- Daily Remote Monitoring and Response Maintenance
- Emergency Response

It is RedSpeed's belief that a solid Preventative Maintenance Plan is critical to an enforcement program's success, allowing for the identification of potential problems before a malfunction (and

subsequent downtime) can occur. These maintenance activities will be coordinated by RedSpeed's Field Services Engineering Manager and performed by RedSpeed field engineers during every site visit. A detailed rotation schedule ensures that every site is visited a minimum of one time per month by trained RedSpeed engineers.

DISASTER RECOVERY PLAN

Recognizing that emergencies do not always occur during normal business hours, RedSpeed has a 24/7 engineering support hotline specifically for use by The City authorized personnel. This communication channel is available to address any service requests from a simple service disruption to a total system knockdown.

Since all systems are being continuously monitored via RedSpeed's system monitoring utility, if a malfunction at an individual site is detected the on-call Field Services Engineer will immediately advise the appropriate City personnel of the incident and will advise the steps that will be taken to correct the situation.

COMMON CLIENT REQUESTS AND REDSPEED'S COMMITTED RESPONSE TIME

Priority Requests	Response Time
Knockdown – Make safe	During Normal Business Hours – 2 hours max After Hours – Within 4 hours
Knockdown – Repair & Reinstatement to full operational status	Within 72 hours
311 Requests- Managed ASAP	According to request (Urgent)
Routine Daily Maintenance Repairs	Within 2 – 8 hours
Disruption in service of any system malfunction	Within 24 Hours
Street cable replacement	Within 48 hours
Sign Replacement	Within 48 hours
Remove Graffiti and Touch-up Equipment	Within 48 hours

Reports & Statistical Analysis

The RedCheck™ Violation Processing and Document Management System includes numerous pre-configured reports to provide municipal clients with detailed statistics pertaining to all aspects of their photo enforcement program.

These reports have been designed based upon requests from existing clients and can certainly be customized to meet any specific requirements of the City. All reports are accessible online by authorized municipal users at any time.

PAYMENT BY LOCATION REPORT

RedSpeed® Florida,LLC

2099 Adams Ln
Sarasota, FL 34237

Payment By Camera Location

Submission Criteria

Sort by: LOCATIONRegular Snip

In Collections: ALL

From Date: 08/01/2018

To Date: 08/31/2018

Violation Type: ALL

Payment Status: All Payments

Transaction Date	Status	User Id	Payment Channel	Payment Type	Terminal Number	Notice Number	Applied Date	Applied Amount
08/30/2018	Applied	SYSTEM	Lockbox	Paper Check	1371000002017	2010200002039168	08/30/2018	\$158.00
08/30/2018	Applied	SYSTEM	Lockbox	Paper Check	1371000002017	2010200002707294	08/30/2018	\$158.00
08/31/2018	Applied	SYSTEM	Web	Credit Card	Q38058-35	2010200002779947	08/31/2018	\$158.00
08/31/2018	Applied	SYSTEM	Web	Credit Card	Q38058-35	2010200002208225	08/31/2018	\$158.00
08/31/2018	Applied	SYSTEM	Web	Credit Card	Q38058-35	2010200001982826	08/31/2018	\$158.00
Washington Blvd & Fruitville Rd N/B				128				\$20224.00
Total Transactions:				966	Total Amount:			\$152593.27

VIOLATION STATUS BY LOCATION

RedSpeed® Florida,LLC

VIOLATION STATUS BY LOCATION (based on violation date)

Date: 08/01/2018 - 08/31/2018

LOCATION	WORKING VIOLATIONS	POLICE REVIEW QUEUE	DISMISSED	NOV	PAID	ADMIN. HEARING	FINAL ADMIN ORDER	REGISTRATION HOLD	UTC ELIGIBLE	UTC
Tuttle Ave & Bahia Vista St S/B	82		503	65	32	1			1	
Bahia Vista St & S Tuttle Ave E/B	52		157	44	22				1	
Tuttle Ave & Bahia Vista St N/B	90		270	84	38	1				
Beneva Rd & Fruitville Rd S/B	49		178	42	18				1	
Tuttle Ave & Fruitville Rd S/B	403		421	342	188	4	2		6	
Fruitville Rd & N Tuttle Ave W/B	174		810	117	68					
Lockwood Ridge Rd & Fruitville S/B	110		1139	59	29				3	
Fruitville & N Lockwood Ridge W/B	7		73	6	1				1	
Fruitville & N Lockwood Ridge E/B	58		132	52	30				1	
Tamiami Trail & University Pkwy N/B	169		1181	34	10				1	
Tamiami Trail & University Pkwy S/B	166		321	143	57				4	
Tamiami Trail & Bee Ridge Rd N/B	70		231	62	34	1			1	
Tamiami Trail & Bee Ridge Rd S/B	361		449	300	175	2			3	
Bee Ridge Rd & Tamiami Trail W/B	29		118	28	18					
Tamiami Trail & Bahia Vista St N/B	79		262	74	32				1	
Tamiami Trail & Bahia Vista St S/B	137		262	124	64				3	
Washington Blvd & Fruitville Rd N/B	189		374	151	73				2	
Fruitville & N Washington Blvd E/B	205		588	177	93	2	1		5	
Washington Blvd & 17th St S/B	139		1281	34	14					
Tamiami Trail & Siesta Dr N/B	248		2191	48	17				1	
2817			10941	1986	1013	11	3		35	

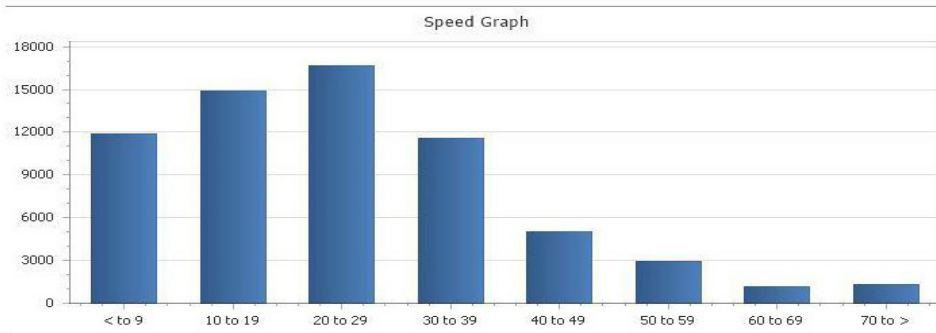
Reports & Statistical Analysis (continued)

TRAFFIC COUNTS AND SPEED ANALYSIS REPORTS

Tuttle Ave & Bahia Vista St S/B

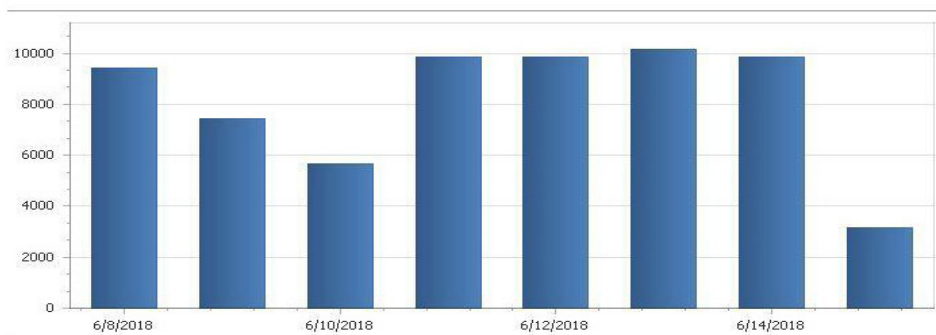
Information	Live Camera View	Daily Log	Monthly Maintenance Log	Speed Report	Traffic Count Report	Support	Settings
Posted Speed Limit (mph):	0	Date Range					
Amber Phase Time (seconds):	4	6/8/2018 ... 6/15/2018					
Average Vehicle Speed (mph):	24.8	Apply					

Date / Speed Range (mph)	< to 9	10 to 19	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to >
6/8/2018	1,633	2,156	2,540	1,724	678	412	76	198
6/9/2018	1,611	1,800	1,572	1,205	609	281	159	210
6/10/2018	1,312	1,243	1,054	744	663	512	60	64
6/11/2018	1,698	2,182	3,006	1,453	848	340	156	189
6/12/2018	1,726	2,306	2,229	2,241	464	365	256	254
6/13/2018	1,628	2,207	2,434	2,570	358	500	245	231
6/14/2018	1,738	2,147	3,003	1,240	960	491	209	81
6/15/2018	520	818	849	363	469	32	16	87
	11,866	14,859	16,687	11,540	5,049	2,933	1,177	1,314



Tuttle Ave & Bahia Vista St S/B

Information	Live Camera View	Daily Log	Monthly Maintenance Log	Speed Report	Traffic Count Report	Support	Settings
Average Daily Traffic Count by Lane (#):	2725	Date Range					
Total Traffic Count (#):	65425	6/8/2018	...	6/15/2018	Apply		
Date	Lane 1	Lane 2	Lane 3	Lane 4			
6/8/2018	1,280	4,723	3,414		9,417		
6/9/2018	965	3,650	2,832		7,447		
6/10/2018	765	2,706	2,181		5,652		
6/11/2018	1,379	5,086	3,407		9,872		
6/12/2018	1,297	5,040	3,504		9,841		
6/13/2018	1,382	5,361	3,430		10,173		
6/14/2018	1,393	4,907	3,569		9,869		
6/15/2018	367	1,704	1,083		3,154		
	8,828	33,177	23,420	0	65,425		



Reports & Statistical Analysis (continued)

OFFICER STATISTICS REPORT

RedSpeed® Florida,LLC

CORAL GABLES
2801 Salredo St
Coral Gables, FL 33134

Officer Approval Report

Submission Criteria

From Action Date: 08/01/2018 **To Action Date:** 08/31/2018 **Violation Type:** ALL VIOLATION TYPES

Officer	Violations Reviewed # of Violations	Violations Approved # of Accepted	Violations Rejected # of Rejected	% Approved
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	984	694	290	70.528
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	1	0	1	0.000
	0	0	0	0.000
Totals:	985	694	291	70.457

Rejection Factors

Count

ADMINISTRATIVE DECISION

26

DMV - NO MATCHES OR RECORDS

6

SLOW ROLL - RIGHT TURN

258

REVIEW OVERPAYMENTS AND UNDERPAYMENTS

RedSpeed® Florida,LLC

2099 Adams Ln
Sarasota, FL 34237

Review Overpayments and Underpayments

Submission Criteria

From Date: 04/01/2019 **To Date:** 04/07/2019 **Violation Type:** ALL **In Collections:** ALL **Payment Status:** All Payments

Payment Date	Payment Channel	Payment Type	Terminal Number	Notice Number	Applied Date	Balance Before Payment	Received Amount	Return	Payment Received on Status
04/01/2019	Lockbox	Paper Check	1371000002017	2010200002977509	04/01/2019	-\$265.00	\$158.00	\$423.00	Uniform Traffic Citation
04/01/2019	Lockbox	Paper Check	1371000002017	2010200003605099	04/01/2019	\$0.00	\$158.00	\$158.00	Uniform Traffic Citation
04/01/2019	Lockbox	Paper Check	1371000002017	2010200005075406	04/01/2019	\$158.00	\$159.00	\$1.00	Notice Of Violation

Reports & Statistical Analysis (continued)

PAYMENT DETAIL AND HEARING RESULT REPORT

RedSpeed® Florida, LLC																	
From Date: 10/01/2018 To Date: 10/01/2018																	
Client	Notice Number	Name	Violation Date	Trans Date	Payment Method	Payment Type	Deposit Date	Payment Amount	Service Fee	Payment Status	General Revenue Fund	Health Administration Fund	Brain and Spinal Fund	Location Code	Location Intersection	Payment Bank ID	Payment Applied to Fine
Florida, Sarasota	2010200002562990		07/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0018	Tamiami Trail & Bee Ridge Rd S/B	1	\$158.00
Florida, Sarasota	2010200002711118		08/06/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0023	Fruitville & N Washington Blvd E/B	1	\$158.00
Florida, Sarasota	2010200003129782		09/12/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0006	Tuttle Ave & Bahia Vista St S/B	1	\$158.00
Florida, Sarasota	2010200002544807		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Fruitville Rd S/B	1	\$158.00
Florida, Sarasota	2010200002589466		07/29/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0016	Tamiami Trail & University Pkwy S/B	1	\$158.00
Florida, Sarasota	2010200002253185		07/04/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0016	Tamiami Trail & University Pkwy S/B	1	\$158.00
Florida, Sarasota	2010200002563359		07/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0020	Tamiami Trail & Bahia Vista St N/B	1	\$158.00
Florida, Sarasota	2010200002550602		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0023	Fruitville & N Washington Blvd E/B	1	\$158.00
Florida, Sarasota	2010200002978321		08/30/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Fruitville Rd S/B	1	\$158.00
Florida, Sarasota	2010200002852420		08/29/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0021	Tamiami Trail & Bahia Vista St S/B	1	\$158.00
Florida, Sarasota	2010200002555572		07/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0021	Tamiami Trail & Bahia Vista St S/B	1	\$158.00
Florida, Sarasota	2010200003134883		09/12/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Fruitville Rd S/B	1	\$158.00
Florida, Sarasota	2010200002383482		07/13/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0014	Fruitville & N Lockwood Ridge E/B	1	\$158.00
Florida, Sarasota	2010200002889285		08/23/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Fruitville Rd S/B	1	\$158.00
Florida, Sarasota	2010200002979696		08/30/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0022	Washington Blvd & Fruitville Rd N/B	1	\$158.00
Florida, Sarasota	2010200002801814		08/16/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0014	Fruitville & N Lockwood Ridge E/B	1	\$158.00
Florida, Sarasota	2010200002548545		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0019	Bee Ridge Rd & Tamiami Trail W/B	1	\$158.00
Florida, Sarasota	2010200002779670		08/14/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Fruitville Rd S/B	1	\$158.00
Florida, Sarasota	2010200002981095		08/30/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0018	Tamiami Trail & Bee Ridge Rd S/B	1	\$158.00
Florida, Sarasota	2010200002572125		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0011	Fruitville Rd & N Tuttle Ave W/B	1	\$158.00
Florida, Sarasota	2010200002524204		07/24/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0024	Washington Blvd & 17th St S/B	1	\$158.00
Florida, Sarasota	2010200002576675		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0025	Tamiami Trail & Siesta Dr N/B	1	\$158.00
Florida, Sarasota	2010200002576844		07/26/2018	10/01/2018	Telephone	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0020	Tamiami Trail & Bahia Vista St N/B	1	\$158.00
Florida, Sarasota	2010200002944019		08/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Fruitville Rd S/B	1	\$158.00

Escrow	\$0.00
Hearings	\$0.00
City	\$9000.00
State	\$9960.00
Total	\$18960.00

10/18/2018 04:01 PM

Page 1 of 5

RedSpeed® Florida, LLC

2099 Adams Ln
Sarasota, FL 34237

Hearing Schedule

Submission Criteria

From Hearing Date: 09/01/2018

To Hearing Date: 09/30/2018

Hearing Type: HEARING

Hearing Location: Sarasota City Hall, Annex Building 1st Floor, 1565 1st Street

Hearing Date: Thursday, September 6, 2018 03:30 PM

Notice Number	Defendant	Officer Name	Disposition	Reason	Fine Amount	Court Fee	Total Due	Due Date	Notes
2010200001300206		Y OFC. JOHN LAKE	PAID	NO DEFENSE	\$158.00	\$0.00	\$158.00	12/14/2018	
2010200001773213		MICHELLE RINACA	PAID	GENERAL DENIAL	\$158.00	\$50.00	\$208.00	10/06/2018	
2010200002113112		CLIFFORD CESPEDES	PAID	GENERAL DENIAL	\$158.00	\$50.00	\$208.00	12/06/2018	
2010200002547886		MICHELLE RINACA	PAID	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/06/2018	
2010200002257485		CLIFFORD CESPEDES	PAID	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/06/2018	
2010200002464741		MICHELLE RINACA	UPHELD	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/07/2018	
2010200001731955		OFC. DAVID KENNEDY	UPHELD	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/07/2018	
2010200002159705		CLIFFORD CESPEDES	UPHELD	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/07/2018	

Upheld: 3

Dismissed: 0

Paid: 5

Total: 8

Hearing Date: Thursday, September 20, 2018 03:30 PM

Notice Number	Defendant	Officer Name	Disposition	Reason	Fine Amount	Court Fee	Total Due	Due Date	Notes
2010200002448225		CLIFFORD CESPEDES	PAID	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	10/27/2018	
2010200001737922		MICHELLE RINACA	UPHELD	NO DEFENSE	\$158.00	\$50.00	\$208.00	10/27/2018	

Upheld: 1

Dismissed: 0

Paid: 1

Total: 2

Upheld: 4

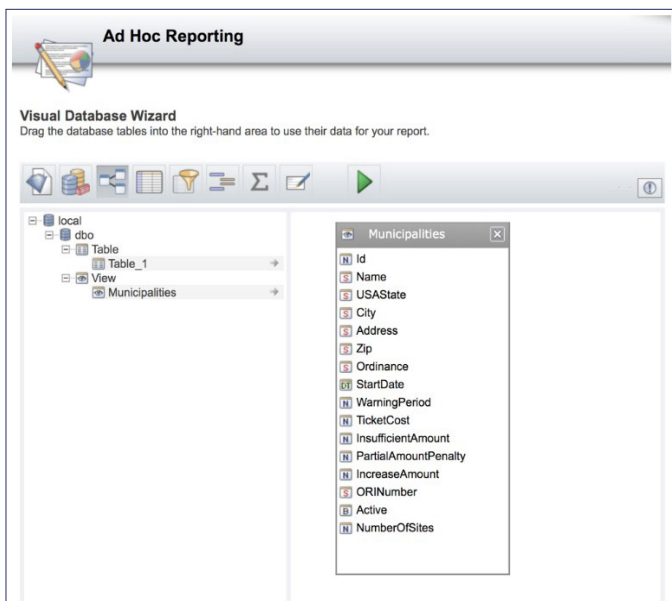
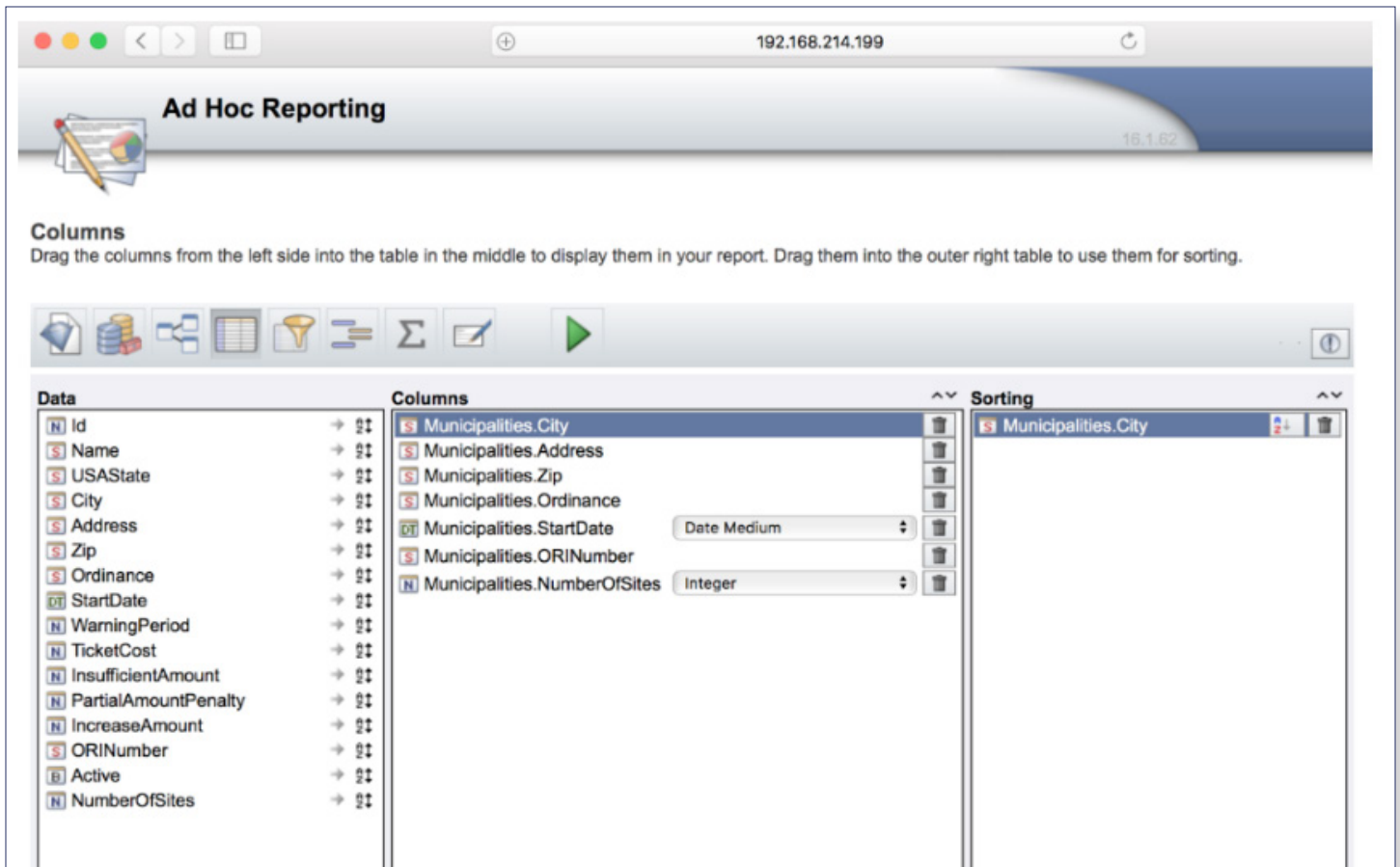
Dismissed: 0

Paid: 6

Grand Total: 10

Reports & Statistical Analysis (continued)

AD HOC/CUSTOMIZED REPORTS



The ability to generate ad hoc reports is available in addition to the pre-designed reports available thru RedSpeed's proprietary RedCheck violation processing software. Authorized municipal users can establish data parameters, exporting the information into pre-selected chart, graph or table formats.

Customer Service

Providing top support to violators is an essential component of RedSpeed Service.

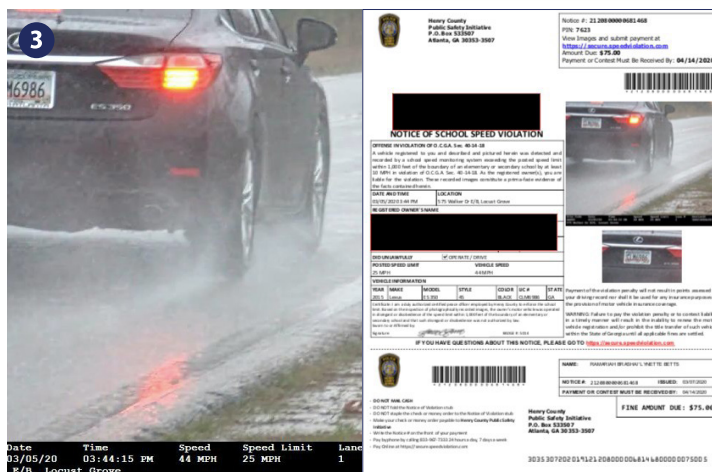
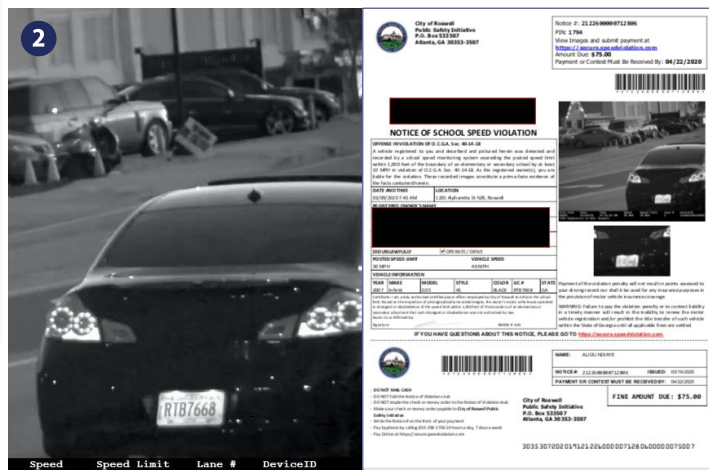
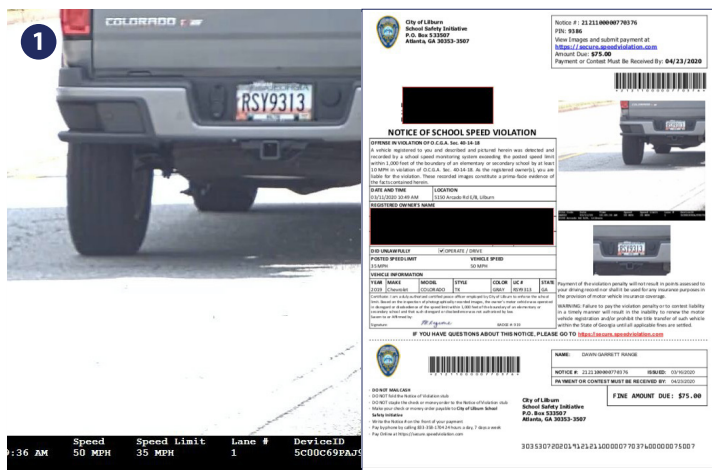
At the outset, it is our goal to provide violators with all of the information they need to quickly understand that they have received a Notice of Violation, the complete context of the violation, proof that the violation occurred and convenient options to pay on the web, by phone or by mail.

To that end, Notices of Violation processed by RedSpeed are clear and easy to read. They display the logo of the police department and provide all pertinent information about the violation, including photos, all relevant data, speed and a link to view the violation and a video snippet online. (Additional samples are included electronically and online at: <https://bit.ly/2Z2nk4E>)

A few examples of what violators can expect to see in the mail are below.

- 1 Daytime (Lilburn, GA)
- 2 Night-time Violation (Roswell, GA)
- 3 Rain (Henry County)

Once a Notice of Violation is received, Violators can access view the still and video images as well as all details of their violation and history online as well as to submit payment at www.RedLightViolations.com.



Online Payment Portal

RedSpeed maintains this on-line payment portal, available 24 hrs. per day 365 days per year, which enables citation recipients to not only view three high resolution scene images including the plate image but also “play” a full motion video of their violation.

RedLightViolations

Violation Details Support Privacy Policy Terms and Conditions Security Información en Español

* Notice Number: You can click here to see a sample (a new window will open)

* License Plate Number or PIN: Please enter you license plate or PIN **exactly** as it appears on the notice

Verification Characters: 833588

* Enter the above Verification Characters: Window Snip

Submit Clear

To view Video Clip or Pay online, input all requested information and click **SUBMIT** button

VERIFIED & SECURED

All original, captured images can be viewed in a full screen enlargement mode with a single click. In addition, citation recipients may download fillable Affidavits and Hearing Request Forms.

To ensure security, access to the individual's violation is only available after the individual inputs their unique citation number, license plate number and verification characters.

RedLightViolations

Violation Details Support Privacy Policy Terms and Conditions Security Información en Español

Violation Number: 201020001962018
License Plate Number: GESQ40
License Plate State: FL
License Plate Type: PASSENGER
Vehicle Make: DODG
Municipality: Sarasota
Violation Location: Tuttle Ave & Bahia Vista St S/B
Violation Date: 06/05/18
Violation Time: 08:15 AM
Statutes Violated: 316.0083, 316.074(1) and 316.075(1)(c)1
Ordinance Number Description: DISOBEYING TRAFFIC CONTROL SIGNAL
Duration of Red Signal Prior to Violation: 3.0
Violation Status: Notice Of Violation
Total Amount Due: \$158.00
Respond By Date: 08/05/18

Click on pictures to zoom-in (new browser window will be opened)

Click Here To Play Video

Please read the following before making your payment:

VIOLATION PAYMENT
Payment of the fine and any applicable penalty operates as a final disposition of the violation. Payment will NOT impact your driving privileges OR insurance.

DISTRIBUTION OF INFORMATION
We do not rent, sell or trade any personal information about you to third parties.

WHAT SECURITY IS PROVIDED
We are committed to protecting the security of your personal information. Payment transactions are protected through Secure Sockets Layer (SSL) technology, so that only appropriate personnel who have agreed to keep such information in strict confidence are able to decode your information. Please note that most Internet browsers also offer security alerts that permit you to determine whether or not your transmission is secured.

SUBMISSION OF AFFIDAVIT
If you would like to submit an affidavit please click [here](#) to download the form

REQUEST A HEARING
If you would like to request a hearing please click [here](#) to download the form

Pay Notice Cancel

If you experience problems with this site please contact customer support at customer.support@redspeed.com
This site must be used with Internet Explorer 6 or higher

Once the individual has securely signed into the website they may view all digital evidence of the violation in original format / resolution.

Individuals requiring assistance may select the Support tab available on every screen. This tab allows users to email questions directly to a Violator Support Specialist.

Online Payment Portal (continued)

RedLightViolations

Violation DetailsSupportPrivacy PolicyTerms and ConditionsSecurityInformación en Español

Thank you for contacting customer support. In order for us to better assist you, please provide the following information:

16 digit (no letters) violation number (beginning with "200"):

**If you do not have your violation number, please enter all of the following:*

License plate number of the cited vehicle:

Registered Owner's First / Last name:

Email:

Name of Issuing Community (if available):

**If you are attempting to access a Red Light Violation issued outside of Florida this is not the correct website. Please contact the issuing community's Police Department for assistance.*

***Right Turns on Red Lights**
Under the Florida Statutes 316.0083, 316.074(1) and 316.075(1)(c)1, except where a sign prohibits such turn, "...vehicular traffic facing any steady red signal, may cautiously enter the intersection to turn right,..., **after stopping...**" **A stop is defined as a complete and total cessation of movement.**
This requirement is also outlined in the Florida Rules of the Road Handbook available at <http://www.stateofflorida.com/traffic-signals.aspx>

***Contesting a Violation**
Detailed instructions on how to submit an Affidavit or request a Local Hearing are available on the back side of the initial notice you received. Please call the community specific toll free number provided on your notice for additional assistance. **Please DO NOT submit Affidavit or request a Local Hearing below as they cannot be accepted via this website.**

How may we assist you:

Verification Characters:

665838

If you experience problems with this site please contact customer support at support@redlightviolations.com
This site must be used with Internet Explorer 6 or higher

RedSpeed employs multiple mechanisms to safeguard this online payment portal from hackers and other unauthorized users.

A Secure Socket Layer (SSL) URI scheme and VeriSign SSL certificate are used to encrypt and authenticate the Hypertext Transfer Protocol (HTTP) connection.

To ensure each transaction through the website is being made by a user and not an automated computer attack, a CAPTCHA test is required which requires the user to enter distorted numeric verification characters not recognizable to computers.



City of Sarasota
Intersection Safety Program
P.O. Box 30305
Tampa, FL 33630-3305

Affidavit Establishing Exemption Under Florida Statutes § 316.0083(1)(d)

This is a form of Affidavit that you may use to establish an exemption from the statutory penalty described in the Notice of Violation that you have received. Section I contains the instructions for filing out this form. Section II is the form that you must fill out if you choose to use this form of Affidavit. Please read the instructions in Section I carefully before filing out Section II or mailing this Affidavit.

I. Instructions

- Florida Statutes § 316.0083 provides that the registered owner of a motor vehicle found by a traffic infraction detector to have violated Florida Statutes §§ 316.074(1) or 316.075(1)(c)1, relating to adherence to traffic control devices, is responsible for a statutory penalty of \$158.00 unless the owner establishes by Affidavit that an exemption applies. The notice of violation you have received explains the statutory exemptions and how to establish them.
- Section II of this document constitutes an Affidavit that you may use to assert an exemption. Please fill in all blanks with the information requested. If you do not provide the required information, your Affidavit will not be sufficient and will not avoid payment of the penalty.
- If you assert that you are exempt from the statutory penalty because, at the time of the violation described in the notice, the vehicle was in the possession, custody, or control of another person, then you must provide the name, address, date of birth, and, if known, the driver's license number of the person who leased, rented, or otherwise had care, custody, or control of the vehicle at the time of the violation. Section II contains a space for you to do so.
- If you assert that you are exempt from the statutory penalty because, at the time of the violation described in the notice, the vehicle was stolen, then the Affidavit must include a copy of a police report showing the vehicle to have been stolen. Please attach the police report to this Affidavit.
- If you assert that you are exempt from the statutory penalty because a Uniform Traffic Citation was issued by a law enforcement officer for the violation of Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 stated in the notice, then you must include the serial number of the Uniform Traffic Citation. Section II contains a space for you to do so.
- This Affidavit must be sworn to before a notary public or other person authorized to administer oaths. A form for the notary or other person to execute is included at the end of Section II. Please do not return this Affidavit without this evidence of its being sworn, as that will not be sufficient and will not avoid payment of the penalty.
- Upon completing this Affidavit, please mail to:
**City of Sarasota, Intersection Safety Program,
P.O. Box 30305
Tampa, FL 33630-3305.**
- The statements in this Affidavit must be truthful. The submission of a false Affidavit is a misdemeanor of the second degree, punishable under Fla. Stat. § 775.082 or § 775.083 by a term of imprisonment not to exceed sixty (60) days and/or a fine not to exceed \$500.00.



Mail or Fax the COMPLETED Form to:
Florida Hearing Request
P.O. Box 30305
Tampa, FL 33630-3305
Fax: (813) 812-2005

REQUEST FOR LOCAL HEARING - RED LIGHT VIOLATION

Driver/Vehicle Owner and Notice of Violation Information (NOV) (To be provided by requestor)

Date: **June 22, 2018**

Name (Typed or Printed): **MALDONADO MELISSA LORRAINE**

Mailing Address:

City: State: Zip:

Telephone Number: Fax:

E-mail:

NOV Number: **20182000001362018** NOV Date: **06/08/2018**

Tag Number: **0ESQ40** Driver License Number: **MA35552705470**

Agency/Issuing Authority: **City of Sarasota**

Issuing Officer/Agent Name: **Michelle Winata**

Badge #: **1727**

Driver/Vehicle Owner and Notice of Violation Information (NOV) (To be provided by requestor)

Local Hearing Officer:

Address:

City: State: Zip:

PDC Telephone Number: Fax:

THIS PAGE OF THE DOCUMENT MUST BE INCLUDED WITH THE AFFIDAVIT ON THE NEXT PAGE

Violators may also access Affidavit and Hearing Request forms thru this main violation screen.

The forms auto-populate static information and are intuitive to activate applicable sections based upon prior responses.

Online Payment Portal (continued)

RedLightViolations

Violation DetailsSupportPrivacy PolicyTerms and ConditionsSecurityInformación en Español

Violation Number: 2010200001962018

License Plate Number: GESQ40

License Plate State: FL

License Plate Type: PASSENGER

Vehicle Make: DODG

Municipality: Sarasota

Violation Location: Tuttle Ave & Bahia Vista St S/B

Violation Date: 06/05/18

Violation Time: 08:15 AM

Statutes Violated: 316.0083, 316.074(1) and 316.075(1)(c)1

Ordinance Number Description: DISOBEYING TRAFFIC CONTROL SIGNAL

Duration of Red Signal Prior to Violation: 3.0

Violation Status: Notice Of Violation

Total Amount Due: \$158.00

Respond By Date: 08/05/18

Click on pictures to zoom-in
(new browser window will be opened)

Rectangular Sign

Click Here To Play Video



Please read the following before making your payment:

VIOLATION PAYMENT

Payment of the fine and any applicable penalty operates as a final disposition of the violation. Payment will NOT impact your driving privileges OR insurance.

DISTRIBUTION OF INFORMATION

We do not rent, sell or trade any personal information about you to third parties.

WHAT SECURITY IS PROVIDED

We are committed to protecting the security of your personal information. Payment transactions are protected through Secure Sockets Layer (SSL) encryption, so that only appropriate personnel who have agreed to keep such information in strict confidence are able to decode your information.

Please note that most Internet browsers also offer security alerts that permit you to determine whether or not your transmission is secured.

SUBMISSION OF AFFIDAVIT

If you would like to submit an affidavit please click [here](#) to download the form

REQUEST A HEARING

If you would like to request a hearing please click [here](#) to download the form

Pay NoticeCancel

If you experience problems with this site please contact customer support at support@redlightviolations.com
This site must be used with Internet Explorer 6 or higher


* 2 0 1 0 2 0 0 0 1 9 6 2 0 1 8 *

II. Affidavit

I, MALDONADO MELISSA LORRAINE, having been sworn, hereby depose and say as follows:

1. I have received a notice (the "Notice") informing me that a motor vehicle registered in my name was observed violating Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 by failing to obey a steady red traffic signal. The Notice bears the following 16 digit number: 2010200001962018.

2. Under Florida Statute 316.0083(1)(d), I am exempt from the payment of the statutory penalty described in the Notice because (check all that apply):

☐ At the time of the violation described in the Notice, my vehicle passed through the intersection in order to yield the right-of-way to an emergency vehicle.

☐ At the time of the violation described in the Notice, my vehicle passed through the intersection as a part of a funeral procession.

☐ At the time of the violation described in the Notice, my vehicle passed through the intersection at the direction of a law enforcement officer.

☐ At the time of the violation described in the Notice, the vehicle was in the care, custody, or control of another person. That person's name, address, phone number and date of birth are:

Name:

Address:

City: State: Zip:

Date of Birth: Phone Number:

☐ I do/ do not know the driver's license number of this person.

Driver's License Number:

☐ At the time of the violation described in the Notice, my vehicle had been stolen. A true and correct copy of a police report establishing that my vehicle had been stolen at that time is attached to this Affidavit.

☐ A Uniform Traffic Citation has been issued by a law enforcement officer to the driver of the vehicle for the same violation of Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 described in the Notice. The serial number of that citation is .

☐ The motor vehicle's owner was deceased on or before the date that the uniformed traffic citation was issued. I understand that I must be the representative of the motor vehicle owner's estate or other designated person by a family member to fill out this Affidavit.

I understand that I must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the issuance of the Notice of Violation and **one** of the following:

- A bill of sale or other document showing that the deceased owner's motor vehicle was sold after his or her death but on or before the date of the alleged violation,
- Documentary proof that the registered license plate belonging to the deceased owner's vehicle was returned to the department or any branch office or authorized agent of the department on or before the date of the alleged violation, or
- Copy of a police report showing the deceased owner's registered license plate or motor vehicle was stolen after the owner's death but on or before the date of the alleged violation.

Online Payment Portal (continued)

RedLightViolations

Violation Details | Support | Privacy Policy | Terms and Conditions | Security | Información en Español

Payment Information

Violation Number: 2010200001962018
Amount Due: \$158.00
e-Payment Convenience Fee: \$7.90
Total Amount: \$165.90

Enter card information

* Card Type:

* Card Number:

* Expiration Date:

* Security Code: [Card Identification Numbers](#) (a new windows will open)

Enter account holder information exactly as it appears on the credit card

* First Name:

Middle Initial:

* Last Name:

* Address:

* City:

* State:

* Zip:

* E-mail address:

If you experience problems with this site please contact customer support at support@redlightviolations.com
This site must be used with Internet Explorer 6 or higher

As indicated, Violators may Pay fines thru this portal using a credit or debit card.

Credit card information is used only to process transactions and is not collected or gathered for future use. All personal information obtained during the lifecycle of the violation (including images) is kept strictly confidential to protect the privacy of the vehicle's registered owner.

The 5% credit card convenience fee is applied to offset the transaction fee and is paid by the individual, with no fees

Upon completing the transaction, the violator will receive an email confirmation as pictured below which should be retained for their records.

Phone Support

RedSpeed operates a full-service Call Center to address all customer service needs related to a citation. Accessible thru a City Specific Toll-Free number, callers will be connected with live Call Center Representatives fluent in English and Spanish (RedSpeed also offers operators fluent in other languages as necessary).

These operators have on-line access to all violation information, including the still and video images associated with a violation. A manual of Frequently-Asked-Questions (FAQs) is used by Call Center staff to respond uniformly to all inquiries. Unique facts that the City may wish incorporated into the FAQs can be easily accommodated.

Customer Service calls are recorded and monitored by Supervisors for quality assurance and

training purposes, with hold times not exceeding 2 minutes during the hours of operation.

The highest level of customer service is assisted by the RedCheck™ Oasys Call Retrieval and Archival System. Each incoming call is recorded and notated, then attached to the violation record.

Call Center Representatives can assist callers with a multitude of services including:

- Violation Payment Processing via credit or debit card.
- Addressing Frequently Asked Questions by referencing an FAQ Manual to ensure all inquiries are responded to uniformly per the City's specifications.
- Each Representative is specially trained to:
- Work well with the public and view problems from the customer's perspective,
- Provide real solutions to any problems incurred by callers,
- Be intuitive to sense a caller's frustration and the ability to create a calming effect,
- Strong verbal communication with an emphasis on maintaining a non-confrontational voice.

Our call center is based in Lombard, Illinois and proudly features an entirely U.S. based workforce.

RedLightViolations.com

Violation Details

Privacy Policy

Terms and Conditions

Security

Violation Notice Number: 1700100000010886

Bill Date: 02/14/07

Confirmation No	Violation No	Description	Issued Date	Registered Owner	Amount Due	ePayment Convenience Fee	Balance Due
D89FEAE2-45D34C2A-905-3CCC6		RedLight	01/30/07				\$0.00

A copy of this receipt has been emailed to: viktor.vasylyev@redspeed-illinois.com

Thank you for using RedLightViolations.com

[Click here to search for violations](#)

If you experience problems with this site please contact customer support at support@redlightviolations.com

The Customer Experience

Warning Period—Publicity and Public Awareness



RedSpeed will provide a customized Public Service Announcement to Help Prepare the Community

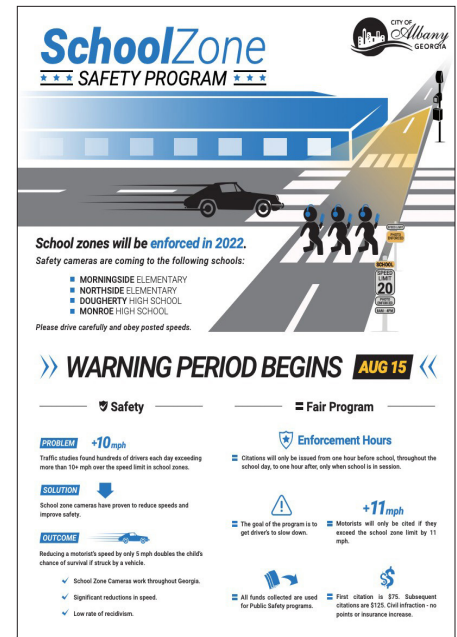
Achieving community support, supported by education, is paramount to the success of Plantation's program. RedSpeed will work closely with the City to ensure the community is informed about the launch of the program, has its questions and is continually updated about program successes such as traffic statistics and crimes solved using RedSpeed's advanced technology.

Prior to the launch of a program in Plantation, RedSpeed will assist the City in the creation of public notification and press materials to help inform the public about the program and its safety benefits. Additionally, RedSpeed will help the City to institute a 30-day warning period during which time RedSpeed will print and mail (at no cost to the city) warnings for violators speeding in the school zone.

RedSpeed press materials are designed to educate the community to explain the objectives of the School Zone Speed Photo Enforcement Program and its ability to improve traffic safety. RedSpeed is proud to assist with Public Education and Outreach efforts. All RedSpeed clients receive an included Media Kit with Frequently Asked Questions, Model Press Announcement, Key Art and posters. Additionally, RedSpeed assists the City to create a video PSA with a professional videographer. We encourage the City to view a recent PSA we made with the City of Thomaston here or here: <https://bit.ly/3zZSIoe>

Pinecrest, Florida PSA - English
<https://shorturl.at/hoELW>

Pinecrest, Florida PSA - Spanish
<https://shorturl.at/klzE3>



MEDIA KIT AND COMMUNICATIONS TOOLS

In addition, RedSpeed will help the City with a comprehensive Media Kit and communications tools including:

- City Specific Flyers based upon the results of the speed studies for community publications,
- City specific "Frequently Asked Questions" document for upload to the municipal website and for distribution thru City identified channels.
- Map detailing the locations at which Photo Enforcement is being utilized. This can be disseminated with printed material or posted to the City's website,
- Posters urging residents to "Slow in the Zone" for display throughout the community. Posters are customized with both Speed Enforcement Locations and the Municipal Website where residents may view the Frequently Asked Questions document and location maps.
- Promotional videos explaining safety benefits, stopping distances and other important information.
- RedSpeed assists with publicity and public relations, including promotion of reports and statistics.

Section 5

Litigation and Terminations

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

Summary of Litigation and Contractual Performance

In the past five years, our firm has been involved in two significant litigations:

- **Dunn v. RedSpeed, City of Wrens**, Case No. 23CV00138, Superior Court for Jefferson County Georgia: A case challenging Wrens' photo enforcement program. Currently, it is in the motion to dismiss stage; RedSpeed is paying for the defense of the program. We are confident in a favorable outcome, aligning with the national precedent upholding similar programs.
- **Leroy v. RedSpeed**, Case No. 1:22-CV-118-LAG, Federal Court for the Middle District of Georgia: Similar to the Dunn case, this is also in the motion to dismiss phase, and we anticipate a successful defense based on established legal standards. RedSpeed is paying for the defense of the program.

The monetary amounts involved in these litigations are substantial, and as stated RedSpeed is funding the defense of the programs, reflecting our commitment to defending our clients and our programs robustly. Our team of expert legal counsel is dedicated to ensuring the best possible outcomes. We consider the litigation to be a vexatious and unfortunately routine test for new programs and state laws.

Regarding financial stability, neither our firm nor any of its principals has ever been declared bankrupt, reorganized under Chapter 11, or put into receivership. Additionally, there have been no criminal violations or convictions involving our firm or any of its principals.

In terms of contractual performance, we proudly state that none of our contracts for the services sought under this RFP have been terminated for default, non-performance, or delay in the past five years. **RedSpeed is proud to offer 'risk-free' contracts to all of our clients, including a termination clause for the convenience of the city. This feature, however, has never been invoked by any client for an active program, underscoring the high level of satisfaction and trust we maintain with our partners.**

This record reflects our firm's commitment to excellence, both in legal compliance and service delivery, ensuring we remain a reliable and ethical choice in our field.

Statement on Insurance Compliance

In compliance with the requirements set forth in the RFP, RedSpeed Florida LLC confirms its commitment to maintaining the highest standards of insurance coverage throughout the duration of the Agreement. We understand the importance of robust insurance policies in safeguarding both our operations and our partnership with the City of Plantation. Our firm consistently exceeds the minimum insurance coverages specified, ensuring comprehensive protection against any claims related to our acts or omissions.

We will ensure that the "City of Plantation" is appropriately listed as an additional insured on all policies as required. In accordance with the RFP stipulations, RedSpeed Florida LLC will provide the City with copies of all Certificates of Insurance, or other sufficient documentation, demonstrating the required coverage at least fifteen (15) days prior to the commencement of services. Furthermore, if requested, we are prepared to furnish complete, certified copies of all insurance policies and endorsements any time upon request.

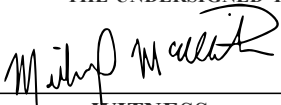
Our insurance policies are issued by insurers that not only meet but often exceed the A. M. Best rating of "A-" with a Financial Size Category of at least Class VII, and are fully authorized to transact insurance in the State of Florida. This aligns with the RFP's expectations and the City's Risk Management Department's standards. We assure the City that there will be no lapse in coverage at any time during the period in which coverage is mandated by the Agreement. RedSpeed Florida LLC is dedicated to upholding these standards, providing primary coverage without requiring contribution from any City insurance, thus ensuring a seamless and secure partnership.

INSURANCE REQUIREMENTS

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.



WITNESS



FIRM

DATE

CITY OF PLANTATION
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

Section 6

Cost Detail

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

BID/PROPOSAL FORM

ITB NO. 005-24

Speed Detection Camera System for School Zones

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: RedSpeed Florida, LLC

Operating Model:

1. Please describe your operating model including citation billing and remittance to the City.

RedSpeed offers a turnkey operating model including all installation, software, processing training, evidence packets, public awareness, ALPR Licenses, video storage, collection and support. The City is responsible for officer review, procedural guidance / program management and court preparation. RedSpeed operates on a revenue split model and remits collections monthly to the City.

2. Please provide the revenue split the City will receive along with any other pertinent information.

RedSpeed 35% / Plantation 65%.

3. What automated license plate readers (ALPR) systems does your System/Firm merge with? Please circle one or more below.

FLOCK;

REKOR;

VILGILANT;

INSIGHT;

OTHER(S); Any

This request is issued as no cost to the City and completely revenue funded for the contract. The City will not entertain any other pricing arrangement.

FORMS

Required Forms

City of Plantation, Florida

Proposal for RFSP No. 005-24/Speed Detection Systems For School Zones

Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Proposer's Name: RedSpeed Florida, LLC **Date:** January 9, 2024

Revenue Split the City Will Receive: 65%

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☒

Disadvantaged Business Enterprise: Yes ☐ or No ☒

Submitted Forms:

- | | |
|--|---|
| ☒ Proposer Certification | ☒ Registered as a City of Plantation Vendor |
| ☒ Proposal Form | ☒ Signed General Terms and Provisions |
| ☒ Addendums Acknowledge Form | ☒ Proposal Guarantee Form |
| ☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services | |
| ☒ Proposal Checklist and Summary Form | ☒ References |
| ☒ Public Entity Crimes Forms | ☒ Drug Free Workplace Form |
| ☒ Certificate of Insurance Requirements Form | ☒ Truth in Negotiation |
| ☒ Forms A-1, Firm Profile, Form 3, Form 4, Form 5, Form 6 | |
| ☒ Corporate Resolution | ☒ Disclosure of Business Transaction Form |

Signature: Robert Liberman

Printed Name: Robert Liberman

Revised June 2023

GENERAL TERMS AND PROVISIONS

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Robert Liberman

Witness

(Authorized Signature in Ink or Electronic)

Robert Liberman

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

CEO

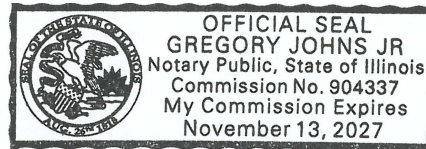
(Printed Title of Above Signer)

12/28/2023

(Date Signed)

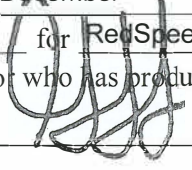
STATE OF Illinois

COUNTY OF Will



The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 28th day of December, 2023, by Robert Liberman, as CEO for RedSpeed Florida, LLC,

who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: 

State of Florida at Large (Seal)

Print Name: Gregory Johns Jr

My commission expires: 11/13/2027

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

GUARANTEE OF PROPOSAL

Name of Company: RedSpeed Florida, LLC

Street Address: 6245 Clark Center Ave Suite J

<u>Sarasota</u>	<u>FL</u>	<u>34238</u>
City	State	Zip

Mailing Address: 450 Eisenhower Lane North, Lombard, IL 60148

Phone No.: 630-317-5751 Fax#: 630-396-2333

Email Address: Robert.Liberman@RedSpeed.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): L15000213266

Federal Employer Identification Number (FEIN): 80-0218940

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

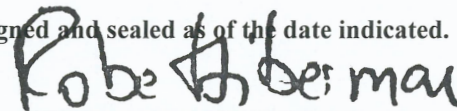
Michael McAllister

Witness



Witness

Corporate Seal (Where appropriate)



(Authorized Signature in Ink or Electronic)

Robert Liberman

(Printed Name of Above Signer)

CEO

(Printed Title of Above Signer)

12/28/2023

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Robert Liberman, on this 28th, day of December, 2023 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.
_____.

Addenda Numbers Received:

1, 2 and 3

AUTHORIZED SIGNATURE:

Robert Liberman

PRINTED NAME OF ABOVE:

Robert Liberman

TITLE OF ABOVE:

CEO

COMPANY NAME:

RedSpeed Florida

PROPOSER'S CERTIFICATION

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

PROPOSER'S CERTIFICATION

Type of identification produced _____

(NOTARY'S SEAL)

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Illinois _____)

SS

COUNTY OF Will _____)

On this 28th day of December, 2023, before me, the undersigned authority, personally appeared Robert Liberman, to me known to be the individual described in and who executed the foregoing instrument as CEO of RedSpeed Florida, a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

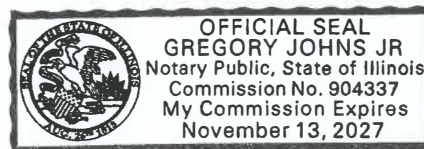
(Signature of Notary Public)

Gregory Johns Jr (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____

(NOTARY'S SEAL)



CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned
Secretary of _____ (The "Corporation") authorized to do business in
the State of Florida, having its principle place of business at
_____. The Corporation is duly organized and
existing under laws of the State of _____ and the following is true, accurate and
complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said
Corporation duly held _____ day of _____, _____ at which meeting there was
present and acting throughout a quorum authorized to transact business hereinafter described, and that the
proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said
resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title)
of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said
Corporation, in its name and for its account for _____ (Project Title) and to take
such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable
in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the
Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and
they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the
seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the
same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20__

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This ____ day of _____, 20 ____.

FORMS

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

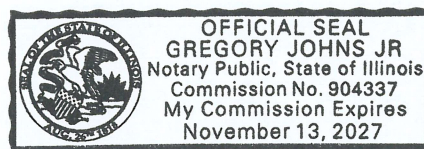
1. I (*printed name*) Robert Liberman am the (*title*) CEO and the duly authorized representative of the firm of (*Firm Name*) RedSpeed Florida, LLC whose address is 6245 Clark Center Ave Suite J
Sarasota, FL 34238, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: RedSpeed Florida, LLCPrinted Name: Robert LibermanSignature: Robert Liberman Title: CEODate: December 28, 2023STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28th (*date*) by Robert Liberman (*name of officer or agent, title of officer or agent*), of RedSpeed Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced [Signature] (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: 11/13/2027

FIRM PROFILE

1. Firm (or joint venture) Name & Address RedSpeed Florida, LLC Corporate Address: 450 Eisenhower Lane North Lombard, IL 60148 South Florida Office: 8333 N.W. 53rd Street, Suite 450 Doral, FL 33166 Florida Headquarters: 6245 Clark Center Ave, Suite 3 Sarasota, FL 34328 Florida Technical Center: 20725 A37 NE 16th Ave Miami, FL 33179	1e. Licensed to do business in the State of Florida ☒ Yes ☐ No
1a. Firm is ☒ National ☐ Regional ☐ Local FEIN # 80-0218940	1f. Name, Title & Telephone Number of Principal to Contact Robert Liberman 630.329.9856 robert.liberman@redspeed.com
1 b. Firm is a County Certified Small Business ☐ Yes ☒ No 1c. Firm is a County Certified Disadvantage Business Enterprise ☐ Yes ☒ No 1d. Firm is a Certified Minority Business ☐ Yes ☒ No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Please see Personnel Tab for detailed disciplines and assignments.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? ☐ Yes ☐ No	

FORMS

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Robert Liberman	
Project Manager	Greg Parks	
List other Key Members:	Please see Personnel Tab Incorporated by Reference	

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? ____ Yes ____ No N/A

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORMSFORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

RedSpeed Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

65 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

450 Eisenhower Lane North
Lombard IL 60148

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

35 %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

0 %

FORM 6

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for any of the City's future projects.

At RedSpeed we have proudly incorporated our features and key experience into the attached proposal.

The foregoing is a statement of facts.

Signature Robert Liberman Telephone Number _____

Typed Name and Title: Robert Liberman

Date:

Dec 24, 2023

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Automated Speed Enforcement
2. This sworn statement is submitted by RedSpeed Florida, LLC (entity submitting sworn statement), whose business address is 450 Eisenhower Lane North and its Federal Employer Identification Number (FEIN) is 80-0218940. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Robert Liberman (please print name of individual signing), and my relationship to the entity named above is Manager.
4. 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, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An 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, executives, 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 prima 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 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 binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

PUBLIC ENTITY CRIMES

Fill in Form

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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 THOROUGH 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.

Robert Liberman

(Signature)

1/8/2024

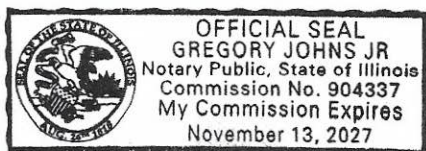
(Date)

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me this 8th Day of January, 2024, by Robert Liberman, who is personally known to me or who has produced Drivers License as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: [Signature]

PRINT: Gregory Johns Jr

Notary Public, State at large

My Commission Expires: 11/13/2027

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply 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 the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 action 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's policy of maintaining a 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 condition 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Robert Liberman
Signature

Robert Liberman
Printed Name

RedSpeed Florida, LLC
Bidder Name

12/28/2023
Date

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Michael McAllister

Typed name: _____

Greg Parks

Typed name: _____

BIDDER:

By: Robert Liberman

Name: Robert Liberman

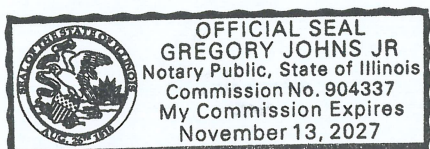
Title: CEO

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28th (date) by Robert Liberman who is personally known to me or who has produced Drivers License as identification.

My commission expires: 11/13/2027



NOTARY PUBLIC

Revised July 2023

Not Applicable to This Contract

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER**WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - () The reporting person;
 - () The spouse of the reporting person, whose name is _____; or
 - () A child of the reporting person, whose name is _____.
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
 - () Supplying the following realty, goods, and/or services: _____.
 - () Regulation of the business entity by the governmental agency served by the advisory board member.
3. The following business entity is doing business with or regulated by the governmental agency:

_____.
4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
 - () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets of capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
 - () Other, please describe:

Not Applicable to This Contract

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

- The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - ☐ The reporting person;
 - ☐ The spouse of the reporting person, whose name is _____; or
 - ☐ A child of the reporting person, whose name is _____.
- The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

- The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY)
(ADDRESS OF ENTITY)
- The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
 - ☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;
 - ☐ Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

RedSpeed Note: TRUTH IN NEGOTIATION STATEMENT

Not Applicable to This Contract

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by _____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH REDSPEED FLORIDA, LLC FOR SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interests of the public to enter into an Agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; and

WHEREAS, the initial term of this agreement shall be for five (5) years, unless terminated earlier; and

WHEREAS, the City reserves the right to extend this Agreement for one (1) additional five (5) year term, provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree; and

WHEREAS, any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THAT:

Section 1. The foregoing recital is hereby ratified and confirmed as being true and correct and is incorporated herein by this reference.

Section 2. The Agreement attached hereto is approved. The Mayor and Chief Administrative Officer are authorized to execute the Agreement with RedSpeed Florida, LLC. The City Administration may make minor changes to the Agreement as are deemed necessary and appropriate.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. This Resolution shall take effect immediately upon passage and adoption and signature of the Mayor.

(Signature Page to Follow)

37 **PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION,**
38 **FLORIDA, THIS ____ DAY OF _____, 2024.**

39
40 **SIGNED by the Mayor this _____ day of _____, 2024.**

41
42 CITY OF PLANTATION, FLORIDA

43
44
45
46 _____
TIM FADGEN, ACTING MAYOR

47 ATTEST:

48
49
50 _____
APRIL BEGGEROW, MPA, CMC
51 CITY CLERK

52 APPROVED

DATE

53
54
55 REQUESTED BY: _____

56 Dept. OK: _____

57 ADMIN. OK: _____

58 ATTY. OK: _____

59 As to form only

60 RECORD ENTRY:

61 I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received
62 by the Office of the City Clerk and entered into the Public Record this ____ day of
63 _____, 2024.

64
65
66 _____
April Beggerow, City Clerk

City of North Port

Human Resources Department
Risk Management
4970 City Hall Boulevard
North Port, FL 34286
Phone: 941.429.7200
Fax: 941.429.7135

Date of Request:

Date Risk Received Request:

Response Time

Insurance Requirements Request Form

Primary Dept.:

Secondary Dept.:

Contact Name/Phone#:

Duration of work (Calendar days)

On Site Work

Estimated Cost of Work

What are you purchasing?

Requirements are for:

- ☐ Formal Solicitation (RFB, RFP, RFQ) Solicitation #
- ☐ Informal Solicitation (items purchased utilizing quotes and under the formal solicitation threshold)
- ☐ Vendor Insurance Renewal Expiration Date
- ☐ Insurance Update - attach original insurance requirements
- ☐ Piggyback Contract (attach a copy of the contract insurance requirements, and list entity name/piggyback information in the summary below)

Provide a DETAILED description of the

Item being Purchased / Description of Work or Summary of Services being provided

REQUIRED COVERAGE (To be completed by RISK)

Worker's Compensation -

All state and federal statutory limits apply.

- ☐ Level I: \$100,000 each accident
\$100,000 each employee
\$500,000 policy limit for diseases
- ☐ Level II: \$500,000 each accident
\$500,000 each employee
\$500,000 policy limit for diseases
- ☐ Level III: \$3,000,000 each accident
\$1,000,000 each employee
\$1,000,000 policy limit for diseases
- ☐ Proof of current Worker's Compensation coverage
- ☐ Worker's Compensation Exemption (notarized affidavit)

Commercial General Liability:

Occurrence form required aggregate separate to this job.

- ☐ Level I: \$300,000 each accident
\$600,000 general aggregate
\$600,000 products and completed ops
\$100,000 damage to rented premises
- ☐ Level II: \$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 products and completed ops
\$100,000 damage to rented premises
- ☐ Level III: \$3,000,000 each occurrence
\$6,000,000 general aggregate
\$6,000,000 products and completed ops
\$100,000 damage to rented premises
- ☐ City of North Port to be named additionally insured
- ☐ Proof of current General Liability Insurance coverage only

Commercial Auto Liability:*All owned, non-owned or hired*
☐ Level I: \$300,000 each accident for property damage and bodily injury with contractual liability coverage

☐ Level II: \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage

☐ Level III: \$3,000,000 each accident for property damage and bodily injury with contractual liability coverage

☐ City of North Port to be named additionally insured

☐ Proof of current Commercial Auto Liability Insurance only
Sub - Limits - Personal Automobile Coverage
☐ \$100,000 per person
\$200,000 per accident and
\$100,000 property damage
Additional Insurances when Applicable:**Environmental / Pollution Liability**
☐ \$100,000 each occurrence and
\$300,000 general aggregate
Professional Liability
☐ Level I projects: 1 million per occurrence and
1 million general aggregate

☐ Level II projects: 1 million per occurrence and
2 million general aggregate

☐ Level III projects: 2 million per occurrence and
2 million general aggregate
Required Insurance Coverage, not specified above:

Type of insurance	
Limits:	
Limits:	
Limits:	

Additional Risk Comments:

NOTE: Submit this form and the certificate of insurance to Risk for final approval
PRIOR to making any purchases or allowing work to be performed.

Risk Manager or Designee

Steve Lambert
Claims Coordinator
Phone: 941-429-7138
riskservices@cityofnorthport.com

Date

Sandy Knowles
Risk & Benefits Manager
Phone: 941-429-7130
riskservices@cityofnorthport.com