

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

REQUEST FOR PROPOSALS 2024-004

HILLSBOROUGH TRAFFIC SAFETY CAMERA
PROGRAM

2/16/2024

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Robert Flamand, Buyer
(813) 247-8068 RFlamand@teamhcsso.com

INSTRUCTIONS TO PROPOSERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and PROPOSAL RESPONSE (PART D), which together with all attachments, constitute the entire "Proposal Package." Said Proposal Package must be the basis upon which all Proposals are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Proposer must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and PROPOSAL RESPONSE (PART D). Any questions concerning this Invitation to Proposal (Proposal) should be directed to the Buyer whose name appears above.

During award procedures, the RFP, its attachments, its amendments, and proposal package will become incorporated into an agreement that becomes the "**Contract Document.**" This agreement will require the signatures of the Sheriff and the Contractor to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this RFP for review. The final executed agreement may have differing terms due to negotiations. **READ THE ENTIRE RFP PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL PACKAGE, CLEARLY MARK THE PACKAGE AS A PROPOSAL DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE RFP NUMBER AND THE DATE AND TIME OF THE PROPOSAL OPENING.

| TABLE OF CONTENTS | PAGE |
|---|-------------|
| INSTRUCTIONS TO PROPOSERS | 2 |
| DATE TIME AND PLACE - MEETINGS AND DEADLINES | 4 |
| PART A – GENERAL TERMS AND CONDITIONS | 5 |
| SIGNATURE OF ACKNOWLEDGMENT | 10 |
| PART B – SPECIAL PROVISIONS | 11 |
| PART C – SPECIFICATIONS | 22 |
| PART D – PROPOSAL RESPONSE | 32 |
| SIGNATURE OF AFFIRMATION AND DECLARATION | 36 |
| PROPOSAL CHECKLIST | 37 |
| PACKAGE LABEL | 38 |
| LISTING OF ATTACHMENTS | 39 |
| APPENDIX I – SUPPLIER PACKET (Application, W9, Direct Deposit) | Attached |
| APPENDIX II – STATEMENT OF NO PROPOSAL | Attached |
| APPENDIX III – PAST PERFORMANCE QUESTIONARE | Attached |
| ATTACHMENT 1 – DRAFT CONTRACT AWARD AGREEMENT | Attached |
| PROPOSED SCHEDULE OF EVENTS | DATE |
| RFP ADVERTISED / POSTED TO THE HCSO AND OSD WEBSITES | 2/16/2024 |
| DEADLINE TO SUBMIT LETTER OF INTENT | 2/27/2024 |
| DEADLINE TO SUBMIT QUESTIONS | 3/5/2024 |
| DEADLINE TO SUBMIT PROPOSAL | 3/12/2024 |
| AWARD NOTIFICATION TARGET DATE | 3/26/2024 |

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 East 8th Avenue
Tampa, Florida 33605**

SUBJECT: Request for Proposals No. 2024-004

REQUEST FOR PROPOSALS TITLE: Automated Traffic Safety Camera Program

RFP OPENING DATE & TIME: March 12, 2024 at 3:00 p.m. EST

PLACE: Hillsborough County Sheriff's Office
Malcolm E. Beard Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Request for Proposals Overview: The purpose of this Request for Proposals (RFP) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("HCSO" or "Sheriff") to secure a qualified contractor for comprehensive and fully integrated red light traffic safety management services.

Any reference to the "Work" throughout this Proposal packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART A - GENERAL TERMS AND CONDITIONS

1. **PROPOSALS**: Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. **To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, date, and time of Proposal opening) on the outside of the package.**

If our specifications, when included, are not returned with your Proposal, and no specific reference is made to them in your PROPOSAL RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's, or manufacturer's specifications which accompany the PROPOSAL RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your PROPOSAL RESPONSE, *Exceptions* (PART D, Paragraph 1).

2. **PROPOSAL DELIVERY**: The responsibility for getting the Proposal to HCSO on or before the stated time and date will be solely and strictly the responsibility of the Proposer. HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt.
3. **ON-LINE DOCUMENTS**: HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies wanting to do business with HCSO and to save tax dollars. This service is public record, and HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Proposal.
4. **LETTER OF INTENT**: Proposals will only be accepted from companies that submit a letter of intent before listed deadline on page 3. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Questions and Answers (Q & A).
5. **TIME FOR CONSIDERATION**: Proposer warrants, by virtue of proposing, the prices quoted in their response will be good for an evaluation period of 120 calendar days from the date of Proposal opening unless otherwise stated. **Proposers will not be allowed to withdraw or modify their Proposals after the opening time and date.**
6. **PRICES**: All Proposals submitted must show the net Proposal price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. HCSO is exempt from all state sales, use, transportation, and excise taxes. HCSO will issue tax exemption certificates to the Awarded Contractor.

The Proposer's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Proposal, and that all applicable taxes and fees shall be deemed to have been included in the PROPOSAL RESPONSE (PART D) as part of the materials cost, when applicable.

7. PROPOSAL ERRORS: When errors are found in the extension of Proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Proposer.
8. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
9. CLAIMS: The Awarded Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
10. WHEN TO MAKE DELIVERY: Deliveries resulting from this Proposal are to be made during the normal working hours of HCSO. It is the Proposer's responsibility to obtain this information.
11. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the RFP. If specified, each Proposer must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
12. PROPOSAL SUBMITTAL COSTS: Submittal of a Proposal is solely at the cost of the Proposer and HCSO in no way is liable or obligates itself for any cost incurred by the Proposer in preparing the Proposal Package.
13. NO PROPOSAL: If you do not wish to submit a response to the Proposal, please return the STATEMENT OF NO PROPOSAL herein as APPENDIX II. The "No Proposal" information is helpful to the process and assures HCSO you wish to remain on the HCSO's Supplier List.
14. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Proposer certifies that all material/items contained in their response meets all OSHA requirements.
15. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the RFP and the resulting Agreement shall be construed in accordance with the laws and statutes of the State of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this RFP and to the resulting Agreement. While HCSO is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Proposer's attention is directed to the fact that all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also

be controlling in any cause of action brought pursuant to this contract.

The Awarded Contractor agrees that it shall observe and obey all the laws, ordinances, regulations, and rules of the Federal, State, County and City which may be applicable to its services.

16. FAMILIARITY WITH LAW: The Proposer is required to be familiar with all Federal, State, and local laws, ordinances, rules, codes, and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve them from responsibility.
17. ACCEPTANCE AND REJECTION: HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) which, in the judgment of HCSO, are in the best interest of HCSO and/or Hillsborough County. HCSO reserves the right to evaluate, add, and/or reject any items from any Proposal options or resulting contract(s) when deemed to be in the best interest of HCSO and/or Hillsborough County.
18. APPROPRIATION OF FUNDS: HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Proposal for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
19. PROTESTS: Any Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award to HCSO's Purchasing Section by registered mail or hand delivery for which a receipt must be provided.
 - A. HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).
 - B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Proposer in writing. This decision, and the basis upon which it was made, will be communicated to the Proposer within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by HCSO.

20. **INDEMNIFICATION:** The Contractor will indemnify and hold harmless HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney’s fees arising out of or resulting from the performance of its work or for services provided pursuant to this Agreement.

In any and all claims against HCSO or any of its employees or agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by Contractor or Subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker’s compensation acts, disability benefit acts, or other employee benefit acts.

HCSO, as a Constitutional Officer of the State of Florida, as well as HCSO employees and agents, are entitled to and do not waive any immunities or limitations of liabilities provided in Florida or Federal Statutes, including but not limited to Florida Statute §768.28, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

21. **PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes §§287.132-133, HCSO, as a public entity, may not accept any Bid, Proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Florida Statute §287.017, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to Florida Statute §287.133 (3)(f). If you submit a Proposal in response to this RFP, you are certifying that Florida Statutes §§287.132-.133, do not restrict your submission.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

22. **PUBLIC RECORDS:** Any material submitted in response to this Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07. The Proposer agrees to comply with Florida Statute §119.0701, regarding maintenance and provision of access to all public records generated by this Contract with HCSO.

HCSO requires that, at the conclusion of the selection process, the contents of all Proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to the Proposal will be handled in accordance with applicable Florida Statutes.

If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, (813) 247-8210 or at HCSORecords@HCSO.Tampa.FL.US.

Chad Chronister,
Sheriff of Hillsborough County,
A Constitutional Officer of the State of Florida

William Spinelli

By: _____
William V. Spinelli, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

The General Terms and Conditions outlined above are acknowledged. Our Proposal is attached.

Company Name

Company Officer Name (Printed) Title

Company Officer Signature Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL. EACH COMPANY'S PROPOSAL, AND ANY CLARIFICATIONS TO THAT PROPOSAL, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART B - SPECIAL PROVISIONS

1. **COMMUNICATION BETWEEN PARTIES:** All questions in regard to this Proposal are to be directed, in writing, to the Buyer as listed on Page 2, *Instructions to Proposers*. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Proposal prior to the notice of award.

In the interest of public access, all documents relating to this Proposal will be posted to the HCSO's website at <https://TeamHCSO.com/Purchasing>. This will include Question & Answer (Q&A), amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

2. **THE SUPPLIER PACKET:** The completed APPENDIX I must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
3. **E-VERIFY REQUIREMENT:** If applicable, pursuant to Florida Statute §448.095, HCSO requires the Awarded Contractor, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Contractor enters into a contract with a subcontractor, the subcontractor must provide the Awarded Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Contractor shall maintain a copy of such affidavit for the duration of the contract. If HCSO has a good faith belief that the Awarded Contractor has knowingly violated Florida Statute §448.09(1), the contract will be terminated. If HCSO has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Contractor otherwise complied with this subsection, HCSO will promptly notify the Awarded Contractor and order the Awarded Contractor to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above does not constitute a breach of contract and may not be considered as such. If HCSO terminates a contract with an Awarded Contractor as provided above, the Awarded Contractor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Contractor is liable for any additional costs incurred by HCSO as a result of the termination of a contract.
4. **SUBCONTRACTING:** The Awarded Contractor may not sublet or subcontract any of the contractual obligations concerning this Proposal matter except as provided for in the written contract between HCSO and Awarded Contractor. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Contractor to retain ultimate liability for all contractual obligations.

If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of HCSO's request:

- A. Complete name of the subcontractor,
- B. Complete address of the subcontractor,
- C. Type of work the subcontractor will be performing,
- D. Percentage of work the subcontractor will be providing,
- E. Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, and
- F. A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to rendering the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause HCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

- 5. JOINT VENTURES: Joint ventures will not be allowed.
- 6. CERTIFICATE OF INSURANCE: No work shall commence in connection with this Contract until the Awarded Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff of Hillsborough County, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of HCSO; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.
 - A. Worker's Compensation Insurance: Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

| | |
|-----------------------|---------------------------------------|
| Employer's Liability: | \$100,000 Limit each Accident |
| | \$500,000 Limit each Aggregate |
| | \$100,000 Limit Disease each employee |
 - B. Contractors Public Liability and Property Damage Insurance: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

| | |
|-----------------------|--|
| Comprehensive General | \$300,000 bodily injury and property damage combined single limit |
| Automobile | \$300,000 bodily injury and property damage combined single limit. |

C. Professional Liability Insurance: Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and
\$1,000,000 aggregate.

D. Comprehensive Insurance Coverage: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

| | |
|--------------------------|---|
| Bodily Injury | \$300,000 per person per occurrence |
| Property Damage | \$300,000 per occurrence |
| Automobile Liability | \$300,000 combined single limit bodily injury and property damage |
| Garage Liability | \$1,000,000 combined single limit each occurrence |
| Garage Keepers Liability | \$100,000 collision and comprehensive per vehicle |

7. MANUFACTURER'S NAME: Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive, and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by HCSO and such determination shall be final and binding upon all Proposers. HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.

8. CONFLICT OF INTEREST: The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation HCSO's compliance with Florida Statute §112.313, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the 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 thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO duties.

9. **EVALUATION OF PROPOSALS:** Initially all Proposals submitted will be reviewed to determine if the Proposer is both responsive in terms of the completeness of the Proposal package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Proposals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in the PROPOSAL RESPONSE (PART D) and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. The PROPOSAL RESPONSE (PART D) offers details of the criteria below.

| | <u>Points</u> |
|---|---------------|
| A. Company Qualifications and References | 25 |
| B. System Capabilities and Service Delivery | 45 |
| C. Customer Service Delivery and Support | 15 |
| D. Financial Proposal | 15 |
| Total | 100 |

An evaluation committee consisting of a minimum of three (3) people will be convened. Evaluation Committee will first evaluate criteria A, B, and C as described above and score and rank the proposals. The Evaluation Committee may shortlist the highest-ranking proposers. The Buyer will then open the cost proposal and calculate the cost scores based on the method provided in PART D paragraph 6. Any clarifications requested by a committee member will be presented to the Proposer through the Buyer. When all evaluations are complete, the Buyer will tabulate the results providing a scoring matrix indicating the group’s collective ranking of each Proposer. The Buyer will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring, or if deemed in the best interest of HCSO and/or Hillsborough County, request a Best and Final Offer from the top ranked firms.

10. **CRITERIA SCORING METHOD:** Each evaluation criteria will be initially evaluated on a percentage scale from 1 to 100. That Score will then be applied to the weighted values in Part B, Paragraph 10 to get the final score for the evaluation factor. In the event that an evaluation factor has multiple subfactors, each subfactor will be evaluated on the same percentage scale of 1 to 100. The results will then be averaged and applied to the weighted values in Part B, Paragraph 10 to get the final score.

The scores for the evaluation criteria will be done on a points/percentage basis in conjunction with a narrative composed of the documentation of the particular strengths, weaknesses, and deficiencies of the proposal by the individual evaluators and will include an adjectival rating depending on total score. The evaluation committee will use a rating system that is based off identified strengths, weaknesses, and deficiencies in determining the final scoring. The narrative and documentation apply only to the initial point/percentage score of 1 to 100. The adjectival rating as it relates to scores and identified strengths and weaknesses is contained in the table below.

| Rating | Description |
|----------------------------|--|
| Outstanding, 95-100 points | The Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low |
| Good, 85-94 points | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate. |
| Acceptable, 70–84 points | Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| Marginal, 60-69 points | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. May be acceptable if the majority of important factors are acceptable, but one or more factors is deficient, and some minor risk is involved in the correction thereof. |
| Unacceptable, 1-59 | Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is un-awardable, and/or risk of unsuccessful performance is unacceptably high. |

These definitions rely on additional rating definitions of Strength, Significant Strength, Weakness, Significant Weakness and Deficiency. The definitions for these are detailed below:

- **Strength:** is an aspect of an offeror’s proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.
- **Significant Strength:** is an aspect of an Offeror’s proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.
- **Weakness:** a flaw in the proposal that increases the risk of unsuccessful contract performance.
- **Significant Weakness:** is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
- **Deficiency:** a material failure of a proposal to meet HCSO requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Below are some additional evaluation terms with definitions that may also be included in the definitions above.

- **Omission:** A failure to provide information required by the solicitation and depending on the nature and extent of the omission it may be evaluated as a weakness, a significant weakness, or a deficiency.

- Clarification: Clarifications are limited exchanges between HCSO and Offerors that may occur when award without discussions is contemplated. If award without discussions is anticipated, Offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.
 - Communication: Communications are exchanges between HCSO and Offerors after receipt of proposals, leading to establishment of the competitive range.
 - Discussions: Discussions are negotiations conducted in a competitive acquisition and take place after establishment of the competitive range. Discussions are tailored to each Offeror's proposal within the competitive range.
11. CLARIFICATION OF PROPOSALS: In order to determine if a Proposal is reasonably susceptible for award, communications by the Buyer or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.
12. BEST AND FINAL OFFER: HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two (2) or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation. All or any number of Proposers may be solicited, but only those Proposer(s) most likely to be awarded a contract are to be included. The evaluation committee will develop the aspects of the Proposal to be addressed in the BAFO. They may ask for enhancements of core components of the RFP but will maintain the integrity of the original Scope of Work.

BAFO solicitations will be made in writing. Proposers may be asked to provide additional clarification to specific sections of their response, or to rework their Proposal content or pricing. Information will be given as to how the BAFO will be evaluated. HCSO will not identify either the current rank of any Proposer(s) or the lowest costs proposed until after the evaluation of each BAFO submitted. If a Proposer does not wish to submit a BAFO offer, they may submit a written response stating their response remains as originally submitted.

The Buyer will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Buyer. Proposers may also be requested to make an oral presentation to the evaluation committee. The written BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned to the Buyer.

At the option of HCSO, this negotiation process with the highest ranked Proposers may continue until a satisfactory contract is successfully negotiated.

13. **AWARD:** Award shall be made to the most Responsive Proposal and Responsible Proposer meeting specifications, price and other factors considered. HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of HCSO and/or Hillsborough County. Award may be made to more than one (1) Proposer to ensure that work is completed in a timely manner.
- A. Award will be dependent upon the determination that the Proposals are responsive, Proposers are responsible, evaluation criteria stated in the Proposal document and any other evaluation criteria deemed relevant and beneficial. Proposals and Proposers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of Award.
 - B. Notification of Award will be sent to the Proposer receiving the Award. Proposal results will be published on HCSO’s website: <https://TeamHCSO.com/Purchasing>.
 - C. In the event two (2) or more Proposers have submitted the lowest and best proposals, preference may be given in the award in the following order: first, to the Proposer who has their principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and third, if the Proposers involved in the “tie proposal” situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.
14. **PRECEDENCE:** The Contract Document is complimentary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Document, they will call it to the Buyer’s attention in writing before proceeding with the Work. The Buyer will respond with a written clarification based on the Project Manager’s response. Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

In resolving such conflicts, errors, and discrepancies, the Contract Document shall be given preference in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements will be at HCSO’s option.

Clarifications and interpretations of the Contract Document shall be issued by the Buyer. The Contract Document will be governed by the laws of the State of Florida.

15. **PRE-QUALIFICATION OF SUBCONTRACTORS, CONTRACTORS, AND SUPPLIERS:** All employees and/or subcontractors of the Contractor who will work in a HCSO facility or on a Hillsborough County property may be required to have a background check by HCSO prior to beginning Work. All employees must comply with HCSO policy and procedures which includes no smoking on any HCSO property. The Contractor shall be required to provide a Work crew list giving all personnel names and changes as they occur. HCSO will perform the background checks in-house at no costs to the Contractor.

The Contractor agrees, within seven (7) calendar days of receipt of a written request from HCSO, to promptly remove and replace any subcontractors employed or retained by the Contract, which

HCSO shall request in writing to be removed with or without cause. If HCSO requires the removal of any subcontractor, the Contractor shall submit a substitute acceptable to HCSO, and the Contract price may be increased or decreased by the reasonable difference in costs associated with such substitution, providing proof of increase or decrease is provided. If HCSO's request was made without cause, an appropriate Change Order will be issued.

16. **PROCESSING CHANGE ORDERS:** Any changes which result in an increase or decrease in the Contract amount must be processed as a Change Order to the Contract. Any such changes will not invalidate this Contract. Change Orders will be numbered in sequence and dated.

Change Order requests will be submitted in writing and shall include HCSO or the Contractor's detail of the design changes or circumstances surrounding the request and the Contractor's written quote representing an increase, decrease, or no change to the Contract Sum. The resulting Change Order Request will be submitted by the Contractor to the Project Manager for approval by the CFO.

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the CFO in response to the appropriate requisition approved by the Division Commander. A copy of the amended Purchase Order will be provided to the Contractor.

Failure to follow Change Order instructions will result in HCSO refusal to pay a change to the Contract Sum.

Requests for estimates for possible changes are not to be considered Change Orders or authorization to proceed with the proposed changes. Requests from HCSO for quotes regarding new Work not included in the original scope will not constitute a Change Order to this Contract.

17. **LIQUIDATED DAMAGES:** The Contractor shall work diligently and shall complete the entire Work, ready for use, by the time allotted in the specifications. The time stated for completion shall include final cleanup of premises. Failure to complete the Work in the time stated shall result in an assessment as liquidated damages of \$250.00 for each calendar day this Work remains incomplete. Deduction will be made from the Contractor's final pay.

The Contractor's attention is directed to the fact that it is likely to rain on occasion during the life of this Contract. The Contractor should expect a substantial number of days that they will be unable to work due to rain and/or wet conditions. It is the Contractor's responsibility to schedule their Work so that lost time for rain and/or wet conditions is made up. No additional time shall be granted to the Contractor for rain and/or wet conditions. However, if there is any time extension required for unforeseen conditions or unfavorable weather days, the Contractor is required to submit proper documentation to Project Manager for time extension consideration.

18. **PROPOSAL OPENING:** The Proposal Opening will *not* be open to the public. Proposals will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Proposal opening will then be posted to HCSO's heriff's website <https://TeamHCSO.com/Purchasing>.

- A. Proposals must be received by HCSO's Purchasing Section no later than the time and date shown within this Proposal document. Proposers mailing their Proposal Packages should

allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the Proposals. Proposals or unsolicited amendments to Proposals received by HCSO after the acceptance date will not be considered.

- B. HCSO reserves the right to postpone the date for receipt and opening of Proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Proposer.
- C. It is understood and agreed upon by the Proposer in submitting a Proposal Package that HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of Proposals received; competitive technical information; competitive price information; and HCSO's evaluation concerns about competing Proposals. Information released after award is subject to the disclosure requirements of Chapter 119, Florida Statutes. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

- 19. ACCEPTANCE AND REJECTION: HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) which, in the judgment of HCSO, are in the best interest of HCSO and/or Hillsborough County. HCSO reserves the right to evaluate, add, and/or reject any items from any Proposal options or resulting contract(s) when deemed to be in the best interest of HCSO and/or Hillsborough County.
- 20. CONTRACT PERIOD: The Contract shall be effective for three (3) years from the date of award. By written mutual consent between HCSO and the Contractor, the Contract may be extended for up to three (3) additional, one (1) year extensions.
- 21. ADDITION/DELETION: HCSO reserves the right to add or delete any items from this Proposal or resulting Contract(s) when deemed to be in the best interest of HCSO and/or Hillsborough County. Any additions or deletions to the Proposal will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Contractor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Proposal tabulation/price sheet.
- 22. CANCELATION: When deemed to be in the best interest of HCSO and/or Hillsborough County, any contract(s) resulting from this Proposal may be canceled by the following means:
 - A. For cause, immediately upon the termination of 30 calendar days written notice to cure where breach is not cured, or;
 - B. Without cause, 30 calendar days written notice.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

23. ASSIGNMENT: The Awarded Contractor will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company, or corporation, without prior written consent of HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
24. DEFAULT: The Contract may be canceled or nullified by HCSO's CFO in whole, or in part, by written notice of default to the Awarded Contractor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Contractor to deliver materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Contractors who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.
25. NEXT BEST PROPOSER: In the event of a default by the Awarded Contractor, or cancellation by HCSO, HCSO reserves the right to utilize the next best responsive Proposal and responsible Proposer. In the event of this occurrence, the new Awarded Contractor shall be required to provide the Proposal items at the prices as contained in their PROPOSAL RESPONSE (PART D), for the remainder of the award period.
26. DELIVERY: Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in PROPOSAL RESPONSE (PART D), if indicated. Failure to do so shall be considered a breach of Contract or default and HCSO may utilize its options as stated herein.

Any backordered product(s) shall be made available within ten (10) calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO Fleet Maintenance Division shall be notified, in writing, thus permitting HCSO to obtain the required materials/items and/or exercise its options as stated herein.
27. EMERGENCY: If and when an emergency requirement should occur, HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.
28. EXCEPTIONS TO PROPOSAL: All Proposal Responses must clearly state with specific detail all deviations to the requirements imposed upon the Proposal by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the PROPOSAL RESPONSE (PART D) or appended thereto. Proposers are hereby advised that HCSO will only consider Proposal Responses that meet the specifications and other requirements imposed upon them by this Proposal. In instances where an exception is stated upon the PROPOSAL RESPONSE (PART D), said Proposal Response will be subject to rejection by HCSO in recognition of the fact that said Proposal Response does not meet the exact requirements imposed upon the Proposer by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

29. **GOVERNMENTAL PURCHASING COUNCILS:** All Proposals received shall be considered as Proposals to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Proposal as required.

Other government agencies or eligible users, as authorized by State law or as defined in Rule 60A-1.001, Florida Administrative Code, may also participate in this offer. Any resulting contract(s) or agreement(s) entered into with other local governments will be between the Contractor and that particular government or user and shall always remain separate from HCSO.

| | |
|---|---|
| Children’s Board of Hillsborough County | Hillsborough County Aviation Authority |
| City of Belleair Beach | Hillsborough County Board of County Commissioners |
| City of Clearwater | Hillsborough County Property Appraiser |
| City of Dunedin | Hillsborough County School Board |
| City of Gulfport | Hillsborough County Supervisor of Elections |
| City of Indian Rocks Beach | Hillsborough County Tax Collector |
| City of Largo | Manatee County Board of Commissioners |
| City of Oldsmar | Pasco County Clerk and Comptroller |
| City of Pinellas Park | Pasco County Schools |
| City of Plant City | Pasco County Sheriff |
| City of Safety Harbor | Pinellas County Clerk of the Court |
| City of Saint Pete Beach | Pinellas County Government |
| City of Saint Petersburg | Pinellas County School Board |
| City of Tampa | Pinellas County Sheriff |
| City of Tampa Housing Authority | Pinellas Suncoast Transit Authority |
| City of Tarpon Springs | Saint Petersburg College |
| City of Temple Terrace | State Attorney’s Office |
| City of Treasure Island | Tampa Airport |
| Clerk of Court and Comptroller of Hillsborough County | Tampa Bay Water |
| Hillsborough County Expressway Authority | Tampa Palms Community Development District |
| Hernando County | Tampa Port Authority |
| Hillsborough Area Regional Transit Authority | Tampa Sports Authority |
| Hillsborough Community College | Town of Indian Shores |

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART C - SPECIFICATIONS

1. **INTRODUCTION:** HCSO is soliciting proposals from qualified contractors to provide a Traffic Safety Camera Program for Hillsborough County. HCSO intends to have traffic safety cameras (also known as red light photo enforcement equipment) installed at arterial intersections where data has shown a high level of violations and/or a frequency of right-angle collisions likely caused by red light running.

Overall, the goals of the Hillsborough County Traffic Safety Camera Program are to reduce the number of fatalities and serious injuries that result from traffic collisions at county intersections and to improve the safety of motorists and pedestrians and raise awareness Countywide through a coordinated outreach and education effort. To achieve these goals, HCSO will work with the selected vendor to deploy a turnkey program for red-light camera enforcement as specified in this RFP. The aforementioned system including any preliminary and or future traffic/ location studies, certificate approvals, system training, camera equipment and installation, proper signage and installation, back-office processing of citations, and any maintenance of the system will be provided at no cost to HCSO with revenue sharing of collections by the Contractor with Hillsborough County.

All equipment and the materials for citation processing shall be obtained, installed, and maintained according to all applicable Federal laws, State laws, and/or local Ordinances. The contractor shall include all hardware, software, installation, maintenance, operation, and all processing of violations as specified herein. Any equipment installed by Contractor will comply with any and all applicable requirements pursuant to Florida and/or Federal law. Should there be any change in the applicable law(s), Contractor will immediately remove and replace any non-compliant equipment.

2. **SCOPE:** The contractor will deploy traffic safety cameras at designated arterial intersections, covering one (1) to four (4) approaches at each intersection. At selected approaches, up to seven (7) lanes will require traffic safety camera enforcement, including any turn lanes. The contracted services shall include all hardware, software, installation, maintenance, operation, and all back-office processing of violations as specified below.
3. **SERVICE REQUIREMENTS:** The contractor is to submit written proposals that present the provider's qualifications and understanding of the services to be provided. The contractor's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications, and which responds to the Scope of Services and Evaluation Criteria listed herein. The Proposal seeks assurance of a proven track record for the proposed services; High degree of dependability, reliability, and accuracy; Cost effectiveness; Responsiveness; and financial solvency. Emphasis should be placed on the completeness of services offered and the clarity of content. It is the intent of this Request for Proposal (RFP) to select a solution provider that delivers the best overall value to Hillsborough County considering the evaluation factors in this RFP.

The HCSO expects to acquire "turnkey" services as outlined below. The services sought from qualified vendors include the following:

- A. Replacement of our 10 existing cameras in operation at the intersections below:
 - i. Bloomingdale Avenue & Bell Shoals Road (NB)

- ii. Brandon Boulevard & Grand Regency Boulevard (NB)
 - iii. Fletcher Avenue & Bruce B. Downs Boulevard (NB, EB, WB)
 - iv. Sligh Avenue & Habana Avenue (EB)
 - v. Waters Avenue & Anderson Road (EB, WB)
 - vi. Waters Avenue & Dale Mabry Highway (EB, WB)
- B. Processing of data prior to providing access to chargeable violations via secure web site to HCSO for review and authorization of citations by electronic signature for those events that meet specified criteria.
- C. Mailing of duly authorized citations. Within 30 days after a violation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. 318.14 and that the violator must pay the penalty of \$158 to Hillsborough County or furnish an affidavit in accordance with 316.0083 (1)(a)d., or request a hearing within 60 days following the date of the notification in order to avoid the issuance of a traffic citation. The notification must be sent by first-class mail. The mailing of the notice of violation constitutes notification.
- Included with the notification to the registered owner of the motor vehicle involved in the infraction must be a notice that the owner has the right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.
- D. Provision of an on-line module which will enable hearing, adjudication and payment processing.
- E. Maintenance of an on-line Internet viewing capability for use by HCSO and other County personnel and members of the public who receive violations in the mail.
- F. Provision of expert testimony at contested hearings (unless or until judicial notice is taken).
- G. Training HCSO staff involved in implementation of the program.
- H. HCSO strongly prefers proposals that can incorporate an Amber Alert program, allowing an immediate response.
- I. The successful vendor will be responsible for all permit acquisition, site design, construction, installation and maintenance of the equipment. The vendor will be required to provide adequate signage for all approaches. Vendor will be required to have separate electrical meters for all equipment on all roadways at their own expense.
- J. The servicing and maintenance of the traffic safety camera equipment will be the exclusive responsibility of the vendor. Initial response to any equipment malfunctions will normally

occur within a 24-hour period; repairs will normally be accomplished within a 72-hour period. Explain how you will ensure that these availability requirements will be achieved.

- K. The successful vendor will work with HCSO to determine in detail the elements that will constitute evidence of a red-light violation and with HCSO to determine the contents of the citations that will be mailed to the registered vehicle owners.
- L. The successful vendor will be expected to provide citation processing in compliance with Part A, Chapter 50, Article III of the Hillsborough County, Florida - Code of Ordinances, as well as Florida Statutes Chapter 316, and Florida Statutes Chapter 162, as applicable.
- M. Provision of regular statistical reports of program operations.
- N. Statistical Reporting. In support of the project evaluation activities, the successful Contractor will provide weekly, monthly, and on-demand summary program metrics to the Sheriff that will include, at a minimum, the following:
 - i.) Number of events recorded, by intersection approach and in total.
 - ii.) Number of events not billable, including a breakout of controllable and not-controllable events lost, by location and in total.
 - iii.) Number of events forwarded to the Sheriff.
 - iv.) Number of violations authorized and mailed, by month of issuances.
 - v.) Number of citations authorized and mailed, by month of issuance.
 - vi.) Number of violations and citations returned as undeliverable.
 - vii.) Provision for expert testimony, including but not limited to, a traffic engineering expert at contested hearings as necessary.
 - viii.) Training of HCSO Staff involved in implementation of the pilot project and training of HCSO staff who become involved later.
 - ix.) Delinquency collections, please include fee schedule.
 - x.) Payment processing.
 - xi.) An overview of the current operability status of the traffic camera system, including the number of cameras down, reasons for downtime, status of repairs, and estimated time until cameras are fully operational.
 - xii.) Web-based reporting systems are preferred.
 - xiii.) Assistance with development and “funding” of a public information and outreach campaign.

- O. The vendor must comply with all applicable Florida State Statutes, and Hillsborough County Ordinances, including but not limited to Part A, Chapter 50, Article III of the Hillsborough County, Florida - Code of Ordinances, Florida Statutes Chapter 316, and Florida Statutes Chapter 162.
 - P. The successful vendor will allow access with notice to HCSO or its designee to all financial or reporting records.
4. PROPOSAL SUBMITTAL INFORMATION: The Contractor shall provide a submittal which addresses their capability and proposal of services during the terms of the contract concerning at a minimum the following items:
- A. The contractor's ability to conduct automated traffic safety camera studies at the request of HCSO for determination of initial and future installation locations during the terms of a contract.
 - B. Describe in detail the proper permitting, installation, initial testing, and ongoing maintenance of systems and components thereof including warning signs, signals, speed measurement devices.
 - C. The contractor's capability to review all violations for validity and process the data for events that meet specified criteria prior to providing access to chargeable violations via secure web site to HCSO for review and authorization of citations.
 - D. The capability of the company to provide maintenance and technical support of web-based interface to be used by HCSO and court in the review and processing of citations/cases.
 - E. Describe the web based or other system where authorized users of the system can conduct audits of payments received, disbursements and or other information related to the financial aspect of the contract/agreement.
 - F. Ability to provide web-based access to statistical information related to the violations/citations at various locations and overall.
 - G. The Contractor shall provide in detail their business practices related to the processing of citations, including but not limited to each of the following areas:
 - i. Review process and transmission of violations to HCSO.
 - ii. Mailing of duly authorized citations to the registered vehicle owner for payment.
 - iii. The process of any pre-trial access of evidence provided to violators, if applicable.
 - iv. The contractor's available online case management system.
 - v. The process for receiving payments from violators.

- vi. The process of accepting individuals who wish to have a hearing in front of a code enforcement board or magistrate.
 - vii. A description of evidence materials and methods provided to code enforcement for hearings.
 - vii. The flexibility of creation of code enforcement dockets within parameters set by the County.
 - viii. The process of accepting individuals who wish to have a court hearing regarding a citation.
 - ix. A description of evidence materials and methods provided to court for hearings.
 - x. The flexibility of creation of court dockets within parameters set by the court.
- H. The Contractor's capability to be responsible for maintaining all system components including but not limited to equipment, infrastructure, signs, and any computer hardware, software, or web applications which may be necessary during the term of contract. Contractor will also be responsible for updating equipment and technology during the term of the contract as new technology becomes available.
- I. The Contractor's capability to deliver a comprehensive training program for HCSO personnel involved in the administration and/or operation of the system and its components including designated HCSO personnel, county personnel, and court officials. Training for personnel should include at a minimum:
- i. Detection and camera systems familiarization.
 - ii. System training in a classroom or work environment setting.
 - iii. Hardware (if applicable) and or software familiarization training.
 - iv. Courtroom testimony and evidence presentation strategies for presenting red light violations and citations in hearings.
- J. The Contractor must recommend the hardware and software, if applicable, required to run the administrative components of the proposed solution, including, but not limited to, report writing, user account management, citation viewing, speed enforcement video review, video camera live feed viewing, etc. The Contractor must also identify what the recommended (not minimum) specifications of the hardware and/or software requirements are. Any software or hardware that is required to operate the system, if applicable, should be included within the financial proposal.
- K. The Contractor should describe their business practice and financial process and timeline for transferred funds under their proposed model.
- L. Capability to prepare materials for court including but not limited to legal proceedings both civil and or criminal related to automated traffic safety camera enforcement and providing

expert witness testimony in all legal proceedings confirming the functionality and accuracy of the system.

- M. Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, or operation under the contracted work, until acceptance of the work by HCSO.
- N. The Contractor shall be as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

5. **EQUIPMENT SPECIFICATIONS:** The Contractor must be able to deploy automated traffic safety camera equipment in accordance with the following standards:

- A. The system must utilize high resolution digital or video camera technology to capture a set of two (2) images of the violation event: the first image shall clearly show the scene, including the red signal and a clear view of the vehicle with its front tires in front of the stop bar, prior to committing a violation; and the second image shall clearly show the scene, including the red signal and a clear view of the vehicle inside the intersection while the traffic signal is still red. The license plate number and details must be clearly visible in either one of the two images. Any close-ups or zoomed views must be extracted from one of the two images described above.
- B. Deployed equipment must be able to capture a set of two high resolution color digital still images of the offending vehicle and the license plate. Vendors shall submit a minimum of four example sets of violation photos (one before the stop bar, and one after the stop bar) under the following conditions: (1) daytime – fair conditions, (2) daytime – rain, (3) nighttime fair conditions, and (4) nighttime-rain. Vendors must be able to provide a reference for at least one location of a similar size where their proposed digital camera system has worked effectively using high resolution digital photography. The location name and a contact person shall also be included with the sample sets.
- C. From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Vendors shall describe their approach to maintaining security of evidence.
- D. Violation detection and camera triggering must be non-invasive, without any connectivity between the camera system and the Traffic Control System. No power couplings may be utilized.
- E. The vendor must be able to provide a robust, fully web enabled, and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to HCSO for violation review and citation authorization, citation mailing, bad address notification and maintenance of secure Internet-based violation viewing capability.
- F. The vendor must be able to provide HCSO with an on-line case management and violation adjudication capability. Vendors shall describe their approach to meeting this requirement.

- G. The vendor must be able to provide a secure, internet-based website viewing capability to the citizens of Hillsborough County who receive mailed citations and in support of HCSO and other operations. Vendors shall certify their ability and experience in meeting this requirement.
- H. The vendor's system must include a two-factor user authentication protocol for any web enabled application. The two-factor authentication protocol must require two independent ways to establish identity and privileges (password and authenticator). Traditional password authentication, which requires only one factor (knowledge of a password) to gain access to a system will not be accepted.
- I. The vendor should describe their system's ability to accurately capture violations at approaches with up to seven (7) lanes in one direction, including possible turning lanes on a separate signal phase.
- J. HCSO prefers low wattage systems that minimize the number of illuminators and extraneous illuminations and flash effects. Please specify the number of flash units required by your system for a standard four (4) lane approach. Also describe the wattage and associated characteristics of your system. Floodlights may not be used.
- K. HCSO recognizes the benefits of utilizing the highest resolution camera. Please state the resolution of all cameras used individually by mega pixels. Do not sum up the total of all cameras.
- L. HCSO prefers the system have the ability to capture audio.
- M. The system must be capable of consistently taking video of license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.
- N. All data must be retained for five (5) years.

6. SPECIFIC REQUIREMENTS OF PROPOSAL CONTENT:

- A. The proposal must include a statement indicating that if selected, the proposer will indemnify and hold harmless the Sheriff and Sheriff's personnel and employees from and against all liability and expenses, including attorney's fees, howsoever arising, or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to equipment performance or services performed.
- B. The proposal must include a statement warranting that the equipment, product, and services provided by the Contractor will be of the highest quality, complying with the specifications and requirements, and free from all defects whatsoever.
- C. On or before expiration or termination of this Contract, the Contractor agrees to deliver to HCSO all data, owned by HCSO under this Agreement. The data must be provided in a format that is usable - preferably in the form of data export(s) that can be imported or used by other systems. If the data is in a proprietary format, the bidder must provide the tools necessary to view, extract and utilize the data as would be necessary in the normal course of business operations.

- D. Please provide a detailed list and description of all equipment deployed, together with physical dimensions for a single monitored approach of four traffic lanes. Provide photos of all required equipment from an existing active four lane intersection approach. Photo must include all poles, cabinets, housings and flash units that make up the entire system.
 - E. Please state your experience working with Florida jurisdictions under local ordinances
 - F. Please list all jurisdictions served of equal or greater population. The population of Hillsborough County is 1.478 million.
 - G. Please list any persons, and their qualifications, which you would designate as an expert under this contract.
 - H. Please provide a timeline for completion of the system installation at all identified sites.
7. OTHER SPECIFICATIONS: The following points provide guidance and/ or request additional information from contractors wishing to submit proposals under this RFP. Contractors will indicate their ability to address each of these specifications, briefly describing their approach to each function.
- A. Traffic Study Site Survey: The successful Contractor will work with HCSO to determine a list of additional candidate intersections, chosen in part based on quantitative assessment of the frequency and degree of violations. As part of this process, the contractor will develop baseline data for proposed intersection locations by monitoring for a minimum of one day to quantify the frequency and degree during that period. This data will support site selection and will serve as baseline information for project evaluation purposes. However, sole determination of intersection locations remains with HCSO. The cost for any testing should be included in the revenue share proposal.
 - B. Camera Installation: For the currently selected intersections and any subsequently added intersections, the successful Contractor will deploy enforcement equipment meeting or exceeding the minimum standards specified above. The successful Contractor will be responsible for all permit acquisition, site design, construction, installation, and maintenance of the equipment.
 - C. HCSO prefers the ability to archive and retrieve 24 x7 video independent of a red-light violation for a period of forty-five (45) to sixty (60) days. This is very valuable for accident reconstruction, crime investigations, etc. Please provide if applicable, specific examples of customer successes utilizing this benefit
8. PROPOSER QUALIFICATIONS: Proposals shall be considered only from those who can clearly demonstrate to HCSO a professional ability to perform the type of work specified within the Proposal. Proposers must be able to demonstrate adequate organization, financial backing, equipment, and personnel to ensure continuous provision of quality service to HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Proposer, HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities, and organization of the Proposer. HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when

such evidence is deemed satisfactory. HCSO reserves the right to reject a Proposal when evidence indicates the inability to perform the work specified within the RFP.

HCSO requires the vendor to be an NLETS Strategic Partner. This is very beneficial for obtaining out-of-state registration information. Please state if you are a Strategic Partner, and if so, provide date of certification and copy of certificates.

HCSO will accept proposals from American and Foreign Corporations. However, additional preference will be given to all American Owned Corporations. Proposers must disclose if it is a subsidiary of a foreign corporation.

The automated traffic safety camera system proposed by the Vendor shall have received Florida Department of Transportation (FDOT) Structural Design Pre-approval for State Roads. The approval must be granted by the date of proposal submission. The Vendor shall include in its proposal an affirmative statement indicating FDOT Structural Design Pre-approved for State Roads and provide date of certification and copy of the FDOT approval letter.

9. COORDINATION OF EQUIPMENT INSTALLATION: The Contractor will seek approval from the relevant Governmental Authorities having authority or jurisdiction over the designated traffic intersections regarding construction and equipment installation, which will include compliance with applicable permit applications. The Contractor will coordinate construction and equipment installation with relevant Governmental Authorities having authority or jurisdiction over the designated traffic intersections or the legal owner of the property, whichever is applicable.
10. PERMITS: The Contractor will secure and pay for construction permits, licenses, drawings, and will pay all governmental charges and inspections fees which are applicable and necessary for the execution of the Work at the time of this Proposal. In addition, but not limited to, the Contractor will be responsible for re-inspections, fines, notice of commencement, underground piping, building, electrical, mechanical, and structural permits. The Contractor will also pay all public utility charges. All required building and other permits shall be obtained before beginning installation. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Contractor shall be on site during all scheduled permit inspections.
11. SIGNAGE REQUIREMENTS: The installation and operation of traffic, including any required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation ("FDOT") and the Florida Department of Highway Safety and Motor Vehicles ("FLHSMV"), and the terms of any Memorandum of Understanding or other written agreement that may be entered into between HCSO and Hillsborough County.
12. REMITTANCE OF COLLECTED FINES AND COSTS: All fines and costs collected pursuant to this program must be remitted in accordance with Florida Statute §316.0083, to Hillsborough County. The Contractor shall remit all fines collected to Hillsborough County for remittance. No fines or monies shall be remitted to HCSO by the Contractor. No monies shall be remitted by HCSO to the Contractor. Any monies paid to the Contractor shall be from Hillsborough County. HCSO will be reimbursed for personnel time only, from Hillsborough County. The required fine remittance breakdown is as follows:

- A. Seventy dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund.
- B. Ten dollars shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund.
- C. Three dollars shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund.
- D. Seventy-five dollars shall be retained by the county or municipality enforcing the ordinance enacted.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART D - PROPOSAL RESPONSE

The undersigned understands that this Proposal Package **must be signed in ink** and that an **unsigned** Proposal Package will be considered nonresponsive and subject to rejection by HCSO. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS PROPOSAL PACKAGE TO BE CONSIDERED BY HCSO

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL PACKAGE TO BE REJECTED BY HCSO. **ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 29 OF THE SPECIAL PROVISIONS (PART B).**

1. EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Proposal Package is based, to wit:

2. PROPOSAL FORMAT AND CONTENT: As mentioned in SPECIAL PROVISIONS (PART B), Paragraph 10, the outline below corresponds with the criteria on which we will evaluate your Proposal in reference to HCSO's needs and to the Proposals of others. Therefore, it is important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives and supporting documentation.

Provide distinct sections for the below in your proposal response.

- A. Company Qualifications and References
- B. System Capabilities and Service Delivery
- C. Customer Service Delivery and Support
- D. Financial Proposal

3. COMPANY QUALIFICATIONS AND REFERENCES: Qualified, proposing firms must demonstrate competence and experience with automated traffic safety cameras and experience in all areas of expertise required by the requirements and specifications as set forth in this document. Proposals should include background information and the number of years of pertinent experience of both firm and staff. The proposal should identify the superintendent and supervisory staff including partners. For managers, on-site supervisors, and specialists who will be assigned to the project, include their qualifications, and specific information on experience with automated speed enforcement solution programs, training, certifications, etc.

The proposer should submit as much information as will be useful in evaluating the financial reliability and stability of the company, including financial statements for the past three years for which they are complete. Provide information about any and all business-related lawsuits (other than labor or personal injury litigation) filed by, or against, the Contractor that have been settled or ruled upon in the last 15 years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit. Please provide information on the proposer's capability for expansion past the existing red light camera sites.

The vendor must provide references from a minimum of three (3) operational cities, counties, states or provinces to document successful deployment of vendor's proposed digital red light camera enforcement solution. The references must be operating an outsourced program using the same equipment and technology proposed herein. **Do not include HCSO as one of your references.** A Past Performance Questionnaire (Appendix III) will be sent to the references provided for them to fill out and return. If no response is received from the references listed after 5 business days, then the possible points for that reference are lost.

4. SYSTEM CAPABILITIES AND SERVICE DELIVERY: Please respond to all technical requirements as detailed in Part C of this RFP.
5. CUSTOMER SERVICE DELIVERY AND SUPPORT: Proposers are requested to elaborate on factors such as responsiveness, expertise, and accessibility. The proposal should showcase the vendor's capacity to offer prompt and knowledgeable support for system-related issues, along with a commitment to ongoing support encompassing response times, software updates, and hardware maintenance. Additionally, proposers should affirm the implementation of robust data security measures. Details on maintenance and support plans, reporting capabilities, and user interface efficiency are also encouraged.

Proposals should detail the proposed training program for HCSO personnel who will be involved in the administration and/ or operation of the system and its components, including court officials.

6. **FINANCIAL PROPOSAL**: All cost proposal information must remain separate from the rest of the proposal. Proposal must reflect the total cost for the provision, “turnkey” installation and maintenance of all required physical equipment including but not limited to detection equipment, high resolution video cameras, equipment cabinets, back-up power source, infrared systems, telephone and/ or fiber optic connections, computer hardware and software, and any other infrastructure, equipment , supplies, and/or maintenance necessary for the installation and operation of a fully operational automated speed enforcement and citation processing system capable of operating in all weather conditions, including but not limited to extreme heat and cold, fog, rain, darkness, and high winds.

Proposed costs must include all system components including updates and enhancements. The proposal should detail not only the costs of all components and all aspects of the service to be provided but should include any costs associated that will enable HCSO to add locations/ equipment throughout the term of the contract. HCSO reserves the right to request further breakdown of item costs within each task or as deemed necessary. Regardless of pricing breakdown all systems of pricing shall be all inclusive, detailed, easy to understand and easy to work with. All pricing shall remain firm throughout the initial term of the contract.

All pricing should be provided as part of a revenue sharing model with Hillsborough County; however, the primary goal of HCSO is to implement the Hillsborough Traffic Safety Camera Program at a net zero cost to Hillsborough County taxpayers regardless of the configuration or location selected for deployment. The Contractor's fees will be paid as a percentage of a portion of collected fines. See Part C, Paragraph 12(D) for the applicable portion. The Contractor’s fees will be paid as a percentage of collected fines. Pricing should also include, where necessary, any “make ready utility costs.” The contractor should describe the financial process and timeline for transferred funds under their proposed model.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7. CONTRACTOR ORDER INSTRUCTIONS: Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office : (____) _____ Mobile: (____) _____ Fax : (____) _____

Email : _____

Company Website : _____

8. PROPOSER CONTACT INFORMATION: Provide the contact information for the individual submitting this PROPOSAL RESPONSE. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email : _____

Describe the preferred method of contact for questions regarding this Proposal submission:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE OF AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Proposer we will comply with all the stipulations included in the Proposal Package. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

The below named Proposer affirms and declares:

- A. That Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal offered to be entered into;
- B. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
- C. That the Proposer is not in arrears to Hillsborough County or HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to HCSO;
- D. That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Proposal Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in` 1 any portion of the profits thereof.

The undersigned agrees that this Proposal shall remain open for 60 days following the opening of Proposals.

Respectfully submitted by,

Company Name

Company Officer Name (printed) Date

Company Officer Signature Title

PROPOSAL CHECKLIST

Company Name: _____

Include this checklist as a cover page with your Proposal Package:

- ONE (1) unbound ORIGINAL and THREE (3) completed copies of the entire Proposal Package.
- SIGNATURES required PARTS A and D.
- Any Addenda or Amendments (Signatures required).
- All information requested in Part C.
- Completed PART D including *Supplier Instructions, Proposal Contact Information and Affirmation and Declaration* signature page.
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license.
- APPENDIX II – *Statement of No Proposal*, if Applicable.
- References (Required).
- Manufacturer literature and warranty information, if applicable.
- PROPOSAL PACKAGE SUBMITTAL Label on the outside of the sealed Proposal package.

****Proposers are responsible for providing all required information, documents, and signatures. ****

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

IMPORTANT

Below is an example of the information required on the OUTSIDE of your Proposal Package.

Please use label below

URGENT - SEALED SUBMITTAL PACKAGE ENCLOSED

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605**

RFP PACKAGE SUBMITTAL

From: _____

RFP # 2024-004

**HILLSBOROUGH AUTOMATED TRAFFIC SAFETY CAMERA
PROGRAM**

**OPENING DATE/TIME:
March 12, 2024 at 3:00 p.m. EST**

URGENT

URGENT

LISTING OF ATTACHMENTS

- | | | | |
|----|--------------|-----|--------------------------------|
| 1. | APPENDIX I | PDF | Supplier Application Packet |
| 2. | APPENDIX II | PDF | Statement of No Proposal |
| 3. | APPENDIX III | PDF | Past Performance Questionnaire |
| 4. | APPENDIX IV | PDF | Letter of Intent |
| 5. | ATTACHMENT 1 | PDF | Draft Contract Award Agreement |