



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed proposals at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

RFP NO. 20250231 SCHOOL SPEED ZONE ENFORCEMENT PROGRAM

Charlotte County is seeking proposals from qualified firms to provide a School Speed Zone Enforcement Program. The Contractor will provide and install a school zone speed detection safety camera system equipment on designated roads/school zones within Charlotte County. This program will be exclusively violator funded. The Contractor will work with the County representatives to evaluate, through traffic study(s), locations for deployment including those already identified by County Engineering staff, as well as the evaluation of future locations as requested.

There will not be a Pre-Submittal Conference for this project. Please send all questions to the email address below.

**PROPOSAL DUE DATE: 3:00 p.m. (EST), FEBRUARY 24, 2025
PURCHASING DIVISION CONFERENCE ROOM**

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 252312. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374, or email: rhiannon.mills@charlottecountyfl.gov

ELECTRONIC BID SUBMISSIONS: All submittals for this project shall be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: January 31, 2025



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

Fax 941.743.1384

STATEMENT OF NO SUBMITTAL

If you **do not** intend to submit on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We, the undersigned, have declined to submit on requested commodity/service **RFP #20250231, SCHOOL SPEED ZONE ENFORCEMENT PROGRAM**, for the following reason(s):

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Request for Proposal.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Unable to meet specifications.

_____ Specifications are unclear (explain below).

_____ Remove us from your vendors' list for this commodity/service.

_____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be emailed to rhannon.mills@charlottecountyfl.gov

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RFP NO. 20250231

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**REQUEST FOR PROPOSAL
SCHOOL SPEED ZONE ENFORCEMENT PROGRAM
RFP 20250231**

PART I - INSTRUCTIONS

RP-01 INTENT:

A. It is the intent of the County to select a firm who clearly demonstrates the highest level of ability and proven reliability to perform the professional services specified in the Scope of Services. Brief summaries applicable to the required work should be included with the proposal.

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., February 24, 2025.**

RP-02 CONTRACT AWARDS/TERM OF CONTRACT: The County anticipates entering into a contract with one (1) firm who submit the proposal judged to be most advantageous to the County. **The term of the contract will be effective from date of award, through and including December 31, 2028, with two (2) one-year renewal(s) at the same prices, terms and conditions, by mutual consent.** The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Board of County Commissioners and a contract is executed by both parties.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal (RFP). Proposers should prepare a straightforward and concise description of the proposers' ability to meet the requirements of the RFP.

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or rhannon.mills@charlottecountyfl.gov. The County will respond to written or emailed inquiries received at least five (5) calendar days prior to the RFP due date.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the proposer, prior to submitting their proposals, to view the website <https://purchasingbids.charlottecountyfl.gov> to determine if addenda were issued, acknowledging and incorporating them into their proposal.

RP-05 PROPOSAL SUBMISSION AND WITHDRAWAL: The County will receive proposals electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide Charlotte County the services set forth in these specifications until one of the proposals has been accepted by the Board of County Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

RP-06 PROPOSAL RESTRICTIONS:

A. In order to control the cost of preparation, submittals should be limited to a maximum of 50 pages, excluding cover letter, index, dividers, resumes, and the required forms.

B. In accordance with Ordinance #96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second Degree Misdemeanor as provided in Section 165.043, Florida Statutes.

RP-07 DRUG FREE WORKPLACE: Charlotte County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(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 bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids 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 Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

RP-09 CANCELLATION/TERMINATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the successful proposer thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event funds are not available or not appropriated, the County reserves the right to terminate the Contract and/or individual leases. The County will be responsible for any outstanding invoices prior to the termination.

RP-10 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

The County reserves the right to accept or reject any or any part of the submissions, if it is deemed in the best interest of the County. The County, in its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. The firms, upon request shall provide information the County deems necessary in order to make a determination.

RP-11 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Charlotte County, Florida, in accordance with the provisions of Title VII of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure in any contract entered into pursuant to this advertisement, women-owned and minority business enterprises (collectively MBEs) will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of gender, race, color or national origin in consideration for an award. The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

RP-12 PAYMENT: Request for payment must be submitted to Charlotte County Purchasing on a form approved by the County in accordance with contract documents. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

RP-13 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful proposers' performance. This evaluation will become public record.

RP-14 INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. **Professional Liability (Errors and Omissions Liability) for Prime Contractors**

- a. Estimated Projection Construction Cost up to **\$9,999,999**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim \$3,000,000

Annual Aggregate \$3,000,000

- d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.

- e. Policy shall contain a waiver of subrogation against Charlotte County.

5. Professional Liability (Errors and Omissions Liability) for Subcontractors

In addition to the insurance requirements for the Contractor, the contractor's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Contractor.

Additional Insured – All policies, **except** for the Workers Compensation and Professional Liability shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

RP-15 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

RP-16 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

RP-17 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County 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 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

RP-18 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

END OF PART I

PART II SCOPE OF SERVICES

RP-19 PROJECT DESCRIPTION: In accordance with HB 657, enforcement of school zone speed limits, Charlotte County is soliciting qualifications from Contractors to provide a School Speed Zone traffic study. The Contractor will conduct a school zone speed detection survey for a public review and possible enforcement implementation. If usage is approved and adopted by Charlotte County, the Contractor will install fixed system equipment and address violations on designated roads/school zones to include, but not limited to, 17 schools.

The Contractor will provide and install a school zone speed detection safety camera system equipment on designated roads/school zones within Charlotte County. This program will be exclusively violator funded. The Contractor will work with the County representatives to evaluate, through traffic study(s), locations for deployment including those already identified by county engineering staff, as well as the evaluation of future locations as requested. It is the purpose of this program to significantly increase the safety of school zones in Charlotte County by bringing awareness of the speed limits within those zones through speed enforcement utilizing radar and laser technology. In accordance with State law the system will monitor, detect, and record speed violations within designated school zones, thereby increasing vehicle and or pedestrian safety, while providing greater situational awareness and investigative capability. After initial locations for the program are deployed, additional locations may be determined during the term of the contract. The aforementioned system including any preliminary and or future traffic/ location studies, certificate approvals, system training, camera equipment and installation, proper signage and installation, processing of citations, and any maintenance of the system will be provided at no cost to Charlotte County.

All equipment and the materials for citation processing shall be obtained, installed, and maintained according to Federal, State, and Local Laws, Ordinances, and/or Statutes. The Contractor shall include all hardware, software, installation, maintenance, operation, and all processing of violations as specified herein.

RP-20 CONTRACTOR REQUIREMENTS: 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 speed studies at the request of the Charlotte County staff for determination of initial and future installation locations during the terms of a contract.
- B. The Contractor's ability to produce initial public notice documents/media for the purposes of public education in cooperation with the Charlotte County's Communications and Public Works Directors. Charlotte County's goal is to encourage traffic safety and increase public knowledge of school speed zone enforcement systems including increasing awareness of the dangers associated with speed through these areas. 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 the County official 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 the County representative 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 automated school zone speed enforcement citations, including but not limited to each of the following areas:
 - a. Review process and transmission of violations to the County representative.
 - b. Mailing of duly authorized citations to the registered vehicle owner for payment.
 - c. The process of any pre-citation review hearing access of evidence provided to violators, if applicable.
 - d. The Contractor's available online case management system.

- e. The process for receiving payments from violators.
- f. The process of accepting individuals who wish to have a citation review hearing in front of a County representative.
- g. A description of evidence materials and methods provided to code enforcement for citation review hearings.
- h. The flexibility of creation of code enforcement dockets within parameters set by the County.
- i. The process of accepting individuals who wish to have a citation review hearing regarding a ticketed violation.
- j. A description of evidence materials and methods provided for citation review hearings.
- k. The flexibility of creation of citation review hearing dockets.

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. The Contractor will also be responsible for updating equipment and technology during the term of the contract as new technology becomes available.

I. The Contractor capability to deliver a comprehensive training program for County representative personnel involved in the administration and/or operation of the system and its components including designated County representative's personnel, County personnel, and other pertinent officials. Training for personnel should include at a minimum:

- a. Detection and camera systems familiarization.
- b. System training in a classroom or work environment setting.
- c. Hardware (if applicable) and or software familiarization training.
- d. Citation review hearing testimony and evidence presentation strategies for presenting
- e. School Zone Speed 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. 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 cost 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 a citation review hearing review including but not limited to legal proceedings both civil and or criminal related to school zone speed enforcement a providing expert witness testimony in all legal proceedings confirming the functionality and accuracy of the system.

M. The Contractor will solicit input from the school system for each installation location to verify the calendar for enforcement times. The Contractor shall describe the responsibility for maintaining and updating this business process on an ongoing basis after installation.

N. 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 operating under the contracted work, until acceptance of the work by County personnel.

O. The Contractor shall be as fully responsible for the acts and omissions of its subcontractors and of persons employed by them.

RP-21 EQUIPMENT SPECIFICATIONS: The Contractor must be able to deploy Automated Speed Detection School Zone Safety equipment in accordance with the following standards:

- A. Each speed detection system shall be equipped to detect a violating vehicle, activate the camera/video system, and produce color images of the rear of the vehicle. Video Technology is required. Still shots, alone, are not acceptable. Respondent proposer must utilize radar and/or laser automated speed detection systems. These must be in production at the time of submittal.
- B. Each system must be capable of clearly recording the rear of the vehicles to clearly identify the rear license plate of the vehicle that is reasonably believed to have violated the speed limit within the designated school zone during the applicable time periods.
- C. Each 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.
- D. Each system should be capable of accurately monitoring up to two (2) traffic lanes at once. Describe the system's ability to accurately capture violations at approaches with up to two (2) lanes in one direction.
- E. Each speed detection system must utilize infrared systems that do not utilize distracting flashing devices. Please specify the type of lighting required by your system for a standard four-lane approach. Also describe associated flash characteristics, if any, of your system. Floodlights may not be used.
- F. From point of data capture, all video and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Contractors shall briefly describe their approach to maintaining security of evidence.
- G. Contractors shall submit example set(s) of violation video and any evidentiary photos produced from video electronically with their proposal, if applicable under the following conditions:
- Daytime - fair conditions AND rain conditions
 - Nighttime - fair conditions AND rain conditions
- H. The Contractor shall be able to provide a robust, fully web-enabled, and fully secure violation processing system that includes data processing, initial screening of data, prompt delivery of data to the county representative for violation review and authorization, mailing of violations and/or citations, bad address notification, and maintenance of secure Internet based violation viewing capability.
- I. Within 30 days after a violation, notice 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 under s. 318.18(3)(d) to Charlotte County, or furnish an affidavit in accordance with 316.1896 (8), within 30 days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:
- Be sent by first-class mail.
 - Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation.
 - Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of s. 316.1895 or s. 316.183.
 - State the time when, and the place or website at which, the photograph or video captured, and evidence of speed detected may be examined and observed.

RP-22 SPECIFIC REQUIREMENTS OF PROPOSAL CONTENT:

- A. The proposal must include a statement indicating that if selected, the proposer will indemnify and hold harmless the County representative and County'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 the County representative all data, owned by the County under this contract. 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 timeline for completion of the system installation at all identified sites.

RP-23 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 the County representative to determine a list of additional candidate school zones, 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 school zone locations by monitoring for a minimum of one school 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 school zone locations remains with authorized personnel appointed by Charlotte County. The cost for any testing should be included in the revenue share proposal.

B. Camera Installation: For the currently selected school zones and any subsequently added school zones, 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. Service and Maintenance. The servicing and maintenance of the school zone speed enforcement equipment will be the exclusive responsibility of the Contractor. Initial response to any equipment malfunctions will normally occur within a 24-hour period; repairs will normally be accomplished within a 72-hour period. Additionally, the Contractor shall address the replacement of equipment that is damaged through an accidental means or intentionally through a criminal act and the time frame required for replacement of an installed system location if one becomes a total loss. Explain how you will ensure that these availability requirements will be achieved.

D. Violation Screening and Citation Development. The successful Contractor will work to determine in detail the elements that will constitute evidence of speed violations, and with our County representative to determine the contents of the notice of violations and/or citations that will be mailed to registered vehicle owners. The successful Contractor will also work with the County representative and the Clerk to determine the process for issuing a notice of violation and/or a uniform traffic citation that will be mailed to registered vehicle owners.

E. Citation Processing. The successful Contractor will be expected to provide violation and citation processing in compliance with all Charlotte County Ordinances and Florida Statutes.

F. Statistical Reporting. In support of the project evaluation activities, the successful Contractor will provide weekly, monthly, and on-demand summary program metrics to the County representative that will include, at a minimum, the following:

- Number of events recorded, by intersection approach and in total.
- Number of events not billable, including a breakout of controllable and not-controllable events lost, by location and in total.
- Number of events forwarded to the County representative.
- Number of violations authorized and mailed, by month of issuances.
- Number of citations authorized and mailed, by month of issuance.
- Number of violations and citations returned as undeliverable.
- Provision for expert testimony, including but not limited to, a traffic engineering expert at contested citation review hearings as necessary.
- Training of County staff involved in implementation of the pilot project and training of staff who become involved later.
- Delinquency collections, please include fee schedule.
- Payment processing.

- 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.
- Web-based reporting systems are preferred.
- Assistance with development and “funding” of a public information and outreach campaign.

RP-24 COORDINATION OF EQUIPMENT INSTALLATION: The Contractor will seek approval from the relevant Governmental Authorities having authority or jurisdiction over the designated school zones 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 school zones or the legal owner of the property, whichever is applicable.

RP-25 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.

RP-26 LOCATIONS OF EQUIPMENT INSTALLATION: Having considered evidence at a public hearing supporting the installation and operation of speed detection systems in certain school zones within the jurisdiction of the County, Charlotte County has determined that each of the following school zones where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to §316.008, Florida Statute. The list below includes, but are not limited to, these identified locations:

- Charlotte High School, 1250 Cooper Street, Punta Gorda, FL 33950
- Deep Creek Elementary School, 26900 Harbor View Road, Port Charlotte, FL 33983
- East Elementary School, 27050 Fairway Drive, Punta Gorda, FL 33982
- Kingsway Elementary School, 23300 Quasar Boulevard, Port Charlotte, FL 33980
- L.A. Aigner Middle School, 245 Cougar Way, Rotonda West, FL 33947
- Lemon Bay High School, 2201 Placida Road, Englewood FL, 34224
- Liberty Elementary School, 370 Atwater Street, Port Charlotte, FL 33954
- Meadow Park Elementary School, 750 Essex Avenue, Port Charlotte, FL 33948
- Murdock Middle School, 17325 Mariner Way, Port Charlotte, FL 33948
- Myakka River Elementary School, 12650 Wilmington Boulevard, Port Charlotte, FL 33981
- Neil Armstrong Elementary School, 22100 Breezeswept Avenue, Port Charlotte, FL 33952
- Peace River Elementary School, 4070 Beaver Lane, Port Charlotte, FL 33952
- Port Charlotte High School, 18200 Cochran Boulevard, Port Charlotte, FL 33948
- Port Charlotte Middle School, 23000 Midway Boulevard, Port Charlotte, FL 33952
- Punta Gorda Middle School, 1001 Education Avenue, Punta Gorda, FL 33950
- Sallie Jones Elementary School, 1230 Narranja Street, Punta Gorda, FL 33950
- Vineland Elementary School, 467 Boundary Boulevard, Rotonda West, FL 33947

RP-27 SIGNAGE REQUIREMENTS: The installation and operation of speed detection systems, 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 the County representative and Charlotte County and/or the County representative and its Contractor(s).

RP-28 COLLECTED FINES AND COSTS: All fines and costs collected pursuant to this program must be remitted in accordance with §316.1896 Florida Statute to Charlotte County. The Contractor shall remit all fines collected to Charlotte County for remittance. No fines or monies shall be remitted to the County representative by the Contractor. No monies shall be remitted by the County representative to the Contractor. Any monies paid to the Contractor shall be from Charlotte County. The required fine remittance breakdown is as follows:

- Sixty dollars must be retained by Charlotte County and must be used to administer speed detection systems in school zones and other public safety initiatives. The Contractor's fee for usage will be removed from this funding after collection.

- Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.
- Twelve dollars must be remitted to the Charlotte County school district and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.
- Five dollars must be retained by Charlotte County for the School Guard Recruitment and Retention Program.
- Twenty dollars must be remitted for deposit to the State General Fund.

END OF PART II

**PART III
PROPOSAL FORMAT & EVALUATION METHOD**

RP-23 RULES FOR PROPOSALS:

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

B. The following is an excerpt from Charlotte County Resolution #2011-221 and applies to this proposal: **"Any questions regarding a project or submittal shall be directed to the designated person in the Purchasing Division for a response. From the time the notice of request for proposals is published until the contract is awarded, there shall not be any contact between a proposer, agent or other representative and any member of the selection committee, user department, Administration, or any member of the Board of County Commissioners regarding the project or proposal submitted by any proposer. Should any member of the selection committee initiate contact or fail to report any contact, such committee member may be subject to disciplinary action up to and including dismissal. If any proposer, agent or other representative contacts any committee member, user department, Administration or member of the Board of County Commissioners regarding a request for proposals or submitted proposal, the proposer is subject to sanctions up to and including having the County disqualify the firm's submittal."**

C. For your information, the members of the Professional Services Committee for this project are as follows:

James Richardson, Projects Manager, Public Works - Engineering
Tracy Doherty, Communications Specialist, Public Information Office
Jody Mansell, Lighting District Superintendent, Public Works – Maintenance and Operations

RP-24 PROPOSAL FORMAT: Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on page 15.

RP-25 EVALUATION METHOD AND CRITERIA:

A. General - The County shall be the sole judge as to the merits of the proposal, and the resulting agreement. The County's decision will be final. **Please note that proposals will be evaluated on content, not bulk.** The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal and Submittal Requirements**. As mentioned in **Proposal Format**, the proposals should be prepared using the format outlined in the Consultant Evaluation Form below.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted. Final approval will be by the Board of County Commissioners.

Award shall be made to the firm that, in the County's judgment, best meets the criteria specified below and which, in the County's opinion, best accommodates the County's needs and interests. The decision shall rest SOLELY with the County and the County reserves the right to modify or reject any proposal submitted to it for consideration. With 100 being a perfect score, submittals will be awarded based on the following formula:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
A. Qualifications and Experience of Firm and Staff	1-25 Points
B. Understanding and Approach	1-20 Points
C. Functionality and Durability of Equipment	1-15 Points
D. Service, Security and System Support	1-15 Points
E. Reference	1-15 Points
F. Cost Proposal	1-10 Points
TOTAL POSSIBLE POINTS	100 Points

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

RP-27 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

01/31/25	County advertises for proposals
02/24/25	Proposal due date
03/19/25	Professional Services Committee short lists firms

EVALUATION FORM

**CONSULTANT EVALUATION FORM
CHARLOTTE COUNTY, FLORIDA**

RFP# 20250231, SCHOOL SPEED ZONE ENFORCEMENT PROGRAM

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Score</i>
A. QUALIFICATIONS AND EXPERIENCE OF FIRM AND STAFF	1-25	
B. UNDERSTANDING AND APPROACH.	1-20	
C. FUNCTIONALITY AND DURABILITY OF EQUIPMENT	1-15	
D. SERVICE, SECURITY AND SYSTEM SUPPORT	1-15	
E. REFERENCE	1-15	
F. COST PROPOSAL	1-10	

END OF PART III

PART V - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Type of Organization (please check one):	INDIVIDUAL	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>
	CORPORATION	<input type="checkbox"/>	JOINT VENTURE	<input type="checkbox"/>

<hr/> Firm Name	<hr/> Telephone
-----------------	-----------------

<hr/> Fictitious or d/b/a Name	<hr/> Federal Employer Identification Number (FEIN)
--------------------------------	---

Home Office Address

<hr/> City, State, Zip	<hr/> Number of Years in Business
------------------------	-----------------------------------

Address: Office Servicing Charlotte County, other than above

<hr/> Name/Title of your Charlotte County Rep.	<hr/> Telephone
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Name/Title of Individual Binding Firm (Please Print)

<hr/> Signature of Individual Binding Firm	<hr/> Date
--	------------

Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
does: (name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

(This form must be completed & returned)

**HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06**

Charlotte County Contract #20250231

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Printed Name

Title

Nongovernmental Entity

Date

END OF PART V

(This form must be completed & returned)