

AMENDMENT NO. 6

TERM CONTRACT NO. Y12-1099  
FOR  
RED LIGHT ENFORCEMENT SYSTEM

EFFECTIVE DATE: MARCH 2, 2024

The above contract is changed as follows:

- A. By mutual consent, the subject contract is hereby extended for the period of March 2, 2024, through March 1, 2025.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**AMERICAN TRAFFIC SOLUTIONS, INC.**



Signature

Jon Baldwin  
Printed/Typed Name

EVP, Government Solutions

Title

2/23/2024  
Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**



Signature

Ana Villalona  
Contracting Agent, Procurement Division

2/26/24

Date

AMENDMENT NO. 5

TERM CONTRACT NO. Y12-1099  
FOR  
RED LIGHT ENFORCEMENT SYSTEM

EFFECTIVE DATE: SEPTEMBER 9, 2023

The above contract is changed as follows:


- A. By mutual consent, the subject contract is hereby extended for the period of September 9, 2023, through March 1, 2024.

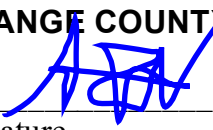
All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**AMERICAN TRAFFIC SOLUTIONS, INC.**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Jon Baldwin  
Printed/Typed Name

Ana Villalona  
Contracting Agent, Procurement Division

EVP, Government Solutions  
\_\_\_\_\_  
Title

9/7/23  
\_\_\_\_\_  
Date

September 6, 2023  
\_\_\_\_\_  
Date

AMENDMENT NO. 4

TERM CONTRACT NO. Y12-1099  
FOR  
RED LIGHT ENFORCEMENT SYSTEM

EFFECTIVE DATE: SEPTEMBER 9, 2021

The above contract is changed as follows:

- A. By mutual consent, the subject contract is hereby renewed for the period of September 9, 2021 through September 8, 2023.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**AMERICAN TRAFFIC SOLUTIONS, INC.**

Signature

Mark J. Talbot

Printed/Typed Name

EVP, Government Solutions

Title

July 7, 2021

Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

Signature

Ana Villalona

Contracting Agent, Procurement Division

Date

2/8/21

AMENDMENT NO. 3

TERM CONTRACT NO. Y12-1099  
FOR  
RED LIGHT ENFORCEMENT SYSTEM

EFFECTIVE DATE: SEPTEMBER 9, 2019

The above contract is changed as follows:

- A. Ensure all fifty-seven (57) sites are upgraded to the newest software and HD video camera technology at no additional cost to the county within ninety (90) days after contract renewal.
- B. By mutual consent, the subject contract is hereby renewed for the period of September 9, 2019 through September 8, 2021.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**AMERICAN TRAFFIC SOLUTIONS, INC.**

  
\_\_\_\_\_  
Signature

Garrett Miller  
Printed/Typed Name

Executive Vice President

Title

8/28/19  
Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

  
\_\_\_\_\_  
Signature

Zulay Millan, CPPO, CPPB, FCCM  
Assistant Manager, Procurement Division

8/30/19

Date

AMENDMENT NO. 2  
Contract Y12-1099, Red Light Enforcement System

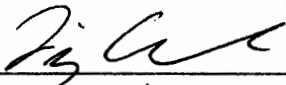
Effective Date: September 9, 2017

The contract is changed as follows:

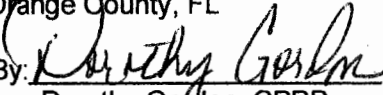
This amendment is to confirm that, by mutual consent, the subject contract is hereby renewed for the period of **September 9, 2017 through September 8, 2019**.

All other terms, conditions and prices of the original contract remain the same.

American Traffic Solutions, Inc.

By:   
Print Name: LIZ CANACCIOLO  
Title: SUP, GM SAFETY

Board of County Commissioners  
Orange County, FL

By:   
Dorothy Gordon, CPPB  
Senior Purchasing Agent  
Date: 6/5/17

AMENDMENT NO. 1  
Contract Y12-1099, Red Light Enforcement System

Effective Date: August 8, 2014

The contract is changed as follows:

- a. In accordance with Article 27, Modifications of the Work, the cameras located at the following four (4) sites, installed and operated under Contract Y10-155, will be relocated to four (4) new sites to be mutually agreed upon including the cost of permitting, design and installation of equipment:
  - 1). NB::N Dean Road @ University Blvd.
  - 2). SB::S Chickasaw Trail @ Lake Underhill Road
  - 3). NB::N Hiawassee Road @ Clarcona Ocoee Road
  - 4). NB::Alafaya Trail @ Lake Underhill Road
- b. The six (6) remaining cameras and the four above installed and operated under Contract Y10-155 are hereby transferred to Contract Y12-1099-DG and shall be operated in accordance with its terms and conditions. Also, Customer shall not request that ATS remove or relocate the remaining six (6) cameras during the first two (2) years following execution of this Amendment.
- c. The total number of cameras included in this amendment is 10 with a cost of \$3,837.50 per approach. This cost includes all of the following:
  - 1) Equipment
  - 2) Installation
  - 3) Maintenance and operations
  - 4) Design and permitting
  - 5) Utility and data transmittal/storage, including statistical reports and all necessary software, training, expert testimony and first class mailings.

Based on the above, the total annual cost increase is \$38,375 monthly for an overall increase in the contract amount during the thirty-eight months remaining in its performance period of \$1,458,250.
- d. Modification of Item 1.9, Exhibit A, Scope of Work to read:

Assistance with the development and installation of a public information and community outreach campaign. Campaign funds allotted shall not exceed \$25,000.
- e. This amendment increases the contract amount from \$15,784,320 to an estimated amount of \$17,267,570, an increase of \$1,483,250.

All other terms and conditions remain unchanged.

American Traffic Solutions, Inc.

By: 

Print Name: GEORGE J. HITNER

Name and Title: GENERAL COUNSEL

Board of County Commissioners  
Orange County, FL

By: 

Johnny Richardson, CPPO, CFCM  
Manager, Procurement Division

Date: 8-12-14

**Contract # Y12-1099-DG**

This Contract is made as of the 9<sup>th</sup> day of September, 2013 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and American Traffic Solutions, Inc. [ ] an individual, [ ] a partnership, [ x ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 48-1114931.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of red light enforcement system, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Krista Barber, telephone no. 407-836-7892.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on September 9, 2013 and complete all services by September 8, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of three additional two year terms at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed fifteen million seven hundred eighty four thousand three hundred twenty dollars (\$15,784,320). The CONSULTANT will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.



Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 5 - TERMINATION**

##### **A. Termination for Default:**

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONSULTANT fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other material provisions of this contract.

Consultant may terminate this Agreement for cause in the event of non-payment by County; provided, however, that Consultant shall provide written notice and shall afford County the opportunity to pay all past due amounts within thirty (30) days after receipt of the notice. All payments shall be subject to the Florida Prompt Payment Act. Failure to adequately cure the deficiency shall result in termination action. In the event of termination by Consultant for non-payment of Service Fees by County, Consultant shall cease processing violations as of the date of termination.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within thirty (30) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONSULTANT's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

Upon termination or expiration of this Agreement, the Parties recognize that the County will have to process Violations in the "pipeline", and the Consultant accordingly must assist the County in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

1. The County shall cease using the Axis System to capture Violations.
2. Unless it is unlawful to do so, Consultant shall, for a period of ninety (90) days, or until all violations or pending violations are processed and mailed, continue to process all images taken by the County before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to 50% of its monthly fee.
3. The County shall return or allow Consultant to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
4. If Consultant recovers the provided equipment, Consultant shall remove any and all equipment or other materials Consultant installed in connection with Consultant's performance of its obligations under this Agreement, at no cost to the County, including but not limited to housings, poles and Camera Systems. Consultant shall restore the surface of County's property to substantially the same conditions as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground conduit and other equipment shall not be required to be removed. However, if this Agreement is terminated without cause, for cause by Consultant, or for convenience by County, then County shall pay Consultant the costs of removal and County shall be responsible for restoring the Camera System site.

In the event of termination by Consultant for non-payment of Service Fees by County, Consultant shall cease processing violations as of the date of termination.

Neither CONSULTANT nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONSULTANT or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONSULTANT is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONSULTANT, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

In the event County elects to terminate this Agreement without cause, County shall pay Consultant an early termination fee based on a price of \$120,000 per Camera System amortized over forty-eight (48) months on a straight-line basis. The amortization schedule for said costs shall be reduced by 1/48 for each month each Camera System is installed: Said another way, for every month a camera is installed, \$2,500 will be subtracted from the total \$120,000 early termination fee for each Camera System. Example: County signs Agreement in March of year 1 and installs one (1) Camera System that same month. County terminates the Agreement without cause in January of year 4. Forty-six (46) of the forty-eight (48) months having been depreciated, the County would owe Consultant \$5,000 ( $\$2,500 \times 2$ ) for the early termination fee.

**ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONSULTANT remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

## **ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONSULTANT contract dollar amount(s) for the M/WBE sub-consultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONSULTANT shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONSULTANT prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-consultant's subcontract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-consultant evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business

Development Division, accompanied by the Project Manager's recommendation or consent to termination.

- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
  2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-consultants certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-CONSULTANT within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-CONSULTANT for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

#### **ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING**

The prime CONSULTANT shall be responsible for reporting (SDV) sub-consultant contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations-

- A. The CONSULTANT shall be responsible for reporting SDV sub-CONSULTANT contract dollar amount(s) for the SDV sub-consultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONSULTANT prior to the issuance of final payment.

In the event a registered SDV sub-consultant's subcontract is terminated for convenience, the CONSULTANT shall call and submit a letter to the BDD from the terminated sub-consultant evidencing their concurrence with the termination. In the event a registered SDV sub-consultant's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.

- D. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the BDD.
  2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and SDV sub-consultants (stating that payment will be made to the sub-CONSULTANT within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-CONSULTANT for all work covered under an invoice within the 72 hour time frame.
- E. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

## **ARTICLE 10 - INSURANCE REQUIREMENTS:**

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor/Agency under this contract.

The Contractor shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

***(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))***

Required Coverage:

- A. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
- B. Commercial General Liability - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. Professional Liability (if applicable) - The Contractor shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

By entering into this contract, Contractor agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval. Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
400 E. South Street  
Orlando, Florida 32801

#### **ARTICLE 11 - INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONSULTANT or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.



## **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

## **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 14 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

## **ARTICLE 15 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to

services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 16 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its sub-consultant's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

#### **ARTICLE 17 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

## **ARTICLE 20 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the

CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 21 - ACCESS AND AUDITS**

The CONSULTANT shall establish and maintain a reasonable accounting system, which enables ready identification of CONSULTANT'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONSULTANT or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONSULTANT'S place of business. This right to audit shall include the CONSULTANT'S sub-consultants used to procure goods or services under the contract with the COUNTY. CONSULTANT shall ensure the COUNTY has these same rights with sub-consultant(s) and suppliers.

## **ARTICLE 22 – EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONSULTANT shall abide by the following provisions:

- A. The CONSULTANT shall represent that the CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONSULTANT into the contracts of any applicable subcontractors.

#### **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

#### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 28 – WELFARE RECIPIENTS**

CONSULTANT has committed to hire five (5) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award,

CONSULTANT shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the CONSULTANT to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

## **ARTICLE 29 - REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONSULTANT all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

### **ARTICLE 30 - CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

### **ARTICLE 31 - TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

### **ARTICLE 32 – VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors,

assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

**ARTICLE 33 – LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

**ARTICLE 34 – ADDENDA**

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**ARTICLE 35 – PRICE ESCALATION**

The County will allow a price escalation provision within this award.

The original bid prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be considered 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage request shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The County obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.** Price escalation requests exceeding 4% shall be subject to approval of the Purchasing and Contracts Division Manager

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Contractor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any and/or all options as stated herein.

**ARTICLE 36 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Orange County Purchasing and Contracts Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

and if sent to the CONSULTANT shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

CONSULTANT:

ORANGE COUNTY, FLORIDA:

American Traffic Solutions Inc  
Company Name

  
Johnny Richardson, CPPO, CFCM  
Purchasing & Contracts Division Manager

Signature

Date

Adam E Tuton

Typed Name

EVP & President of sug.s

Title

Date

8-1-13



## EXHIBIT A

### SCOPE OF WORK

The contractor shall provide comprehensive and fully integrated red light traffic safety management services. The contractor shall deploy traffic infraction detector equipment 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 infraction detector equipment, 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. The County will continue to maintain existing infrastructure facilities at those intersections.

The contractor shall provide services as outlined below.

#### 1.0 **GENERAL**

- 1.1 Assistance with intersection selection, including establishment of baseline counts of red light violations at an initial set of forty (40) candidate intersections, in which eighty (80) approaches will be selected for cameras. As part of this process, the contractor shall develop baseline data for one to four selected approaches at each candidate intersection by monitoring for a minimum of eight (8) consecutive hours to quantify the frequency of red light violations during that period. This data will support both intersection and approach selection and will serve as baseline information for project evaluation purposes. When combined with ongoing statistical monitoring, as detailed below, the baseline data must enable the County to gauge the impact of automated traffic safety camera enforcement. Consultant makes no representations or warranties that any violation rate estimates will be predictive of actual future traffic violation rates.
- 1.2 Site design, installation, maintenance and operation of automated camera systems at all selected intersections. Plans and installations may be phased in at a minimum of ten (10) cameras per month within a four (4) month period after contract award with an additional forty (40) cameras installed during the 2013-2014 fiscal year until all cameras have been installed.
- 1.3 Processing of data prior to providing access to chargeable violations via secure web site to Orange County for review and authorization of citations by electronic signature for those events that meet specified criteria.
- 1.4 Mailing of duly authorized "notice of violations" and "traffic citations". All mailing of duly authorized Notice of Violations and Citations will be sent out in accordance with current state statutes. Additional notices added as a result of a local hearing may be delivered First Class for an additional compensation as set forth in Exhibit B..

- 1.5 Consultant shall supply the County with notification of any and all returned violations.
- 1.6 Provision of an on-line module which will enable hearing, adjudication and payment processing.
- 1.7 Maintenance of an on-line Internet viewing capability for use by the County personnel and members of the public who receive violations in the mail.
- 1.8 Provision of witness testimony at contested hearings when ordered by the County to prove the elements of a red light camera infraction until judicial notice is taken at the highest county court level.
- 1.9 Assistance with the development and installation of a public information and community outreach campaign.
- 1.10 Provision of regular statistical reports of program operations with access to all reports as specified in 1.16 below.
- 1.11 Training of County staff involved in implementation and administration of the program.
- 1.12 Once the intersections are selected, the contractor shall deploy red light enforcement equipment meeting or exceeding the minimum standards specified by the Florida Department of Transportation. The contractor shall be responsible for all permit acquisition, site design, construction, installation and maintenance of the equipment.
- 1.13 The servicing and maintenance of the red light camera equipment will be the exclusive responsibility of the contractor. Initial response to any equipment malfunctions shall occur within a twenty-four (24) hour period; repairs shall be accomplished within a seventy-two (72) hour period.
- 1.14 The Consultant shall provide the County with the required evidence of a red light violation.
- 1.15 The contractor shall mail all Uniform Traffic Citations within five (5) days of issuance by the Clerk of the Court.
- 1.16 The contractor shall provide processing of potential red light running violations within five (5) days of occurrence and be in compliance with the County Red Light Camera Enforcement Ordinance 2013-17 and Florida Statutes § 316.0083, 316.074(1) and 316.075(1)(c)1 that is attached. (See Exhibit D, Orange County, Florida, Code of Ordinances Attached)
- 1.17 All red light violation data must be retained for five (5) years. The contractor shall be responsible for retaining all records, including all video footage or recordings, in accordance with Chapter 119, Florida Statutes, and Florida's public records laws.
- 1.18 In support of the County's project evaluation activities, the contractor shall provide monthly summary program metrics to the County that will include, at a minimum the following;

- a) Number of events recorded, by intersection approach and in total.
- b) Number of events, not billable, including a breakout of controllable and not controllable events lost, by intersection approach and in total).
- c) Number of events forwarded to the County.
- d) Number of citations authorized and mailed, by month of issuance
- e) Number of citations returned as undeliverable
- f) Provision for expert testimony, including but not limited to, a traffic engineering expert at contested hearings as necessary
- g) Assistance with development and "funding" of a public information and outreach campaign.
- h) Training of County Staff who will become involved.
- i) Payment processing
- j) Delinquency collections

This report shall be provided to the County not later than the tenth of the month for the preceding month.

- 1.19 The contractor shall capture and process any and all violations, including multiple vehicles running a red light in a single cycle.
- 1.20 All unprocessed affidavits shall be forwarded to Orange County for review.
- 1.21 Any reference to days shall mean calendar days.
- 1.22 County shall provide, either for itself or through an inter-local agreement all positions required in accordance with current Florida State Statutes.

**2.0 COLLECTION PROCESSING SPECIFICATIONS**

- 2.1 All funds collected, transferred or processed in the red light traffic safety program shall be deposited in to a qualified public depository as defined in section 136.01 and 280.02, F.S. and cannot be deposited to a corporate or personal account.
- 2.2 Orange County will open and maintain a lockbox and bank account in which all Red Light Enforcement funds will be deposited into. The system will coordinate with the county's bank which is currently Wells Fargo.
- 2.3 All systems associated with the collection of Red Light Enforcement funds shall be compatible with Orange County lockbox and bank account.
- 2.4 Contractor shall supply the lockbox company with information required to interface account with contractor's filing system.
- 2.5 The Contractor shall be allowed to charge a \$2.00 convenience fee paid by the violator whenever such persons requests a hearing or cancels a hearing at the Notice of Violation Stage. The Contractor shall be allowed to charge a \$2.00 convenience fee paid by the violator for each electronic payment processed in which the violator has requested a hearing upon

*Curt*

the initial Notice of Violation. All UTC payments will be received by the County.

- 2.6 All credit card payments shall be processed through the County's merchant services provider. Merchant services will be managed and controlled by the County under the terms of its merchant services contract. The current provider is Elavon.

### **3.0 WEBSITE SPECIFICATIONS**

- 3.1 Contractor shall provide secure, internet-based viewing capability to members of the public who receive mailed violation documents and in support of Court operations. The public must have the ability to view the citation, photos and or video of the violation on the website twenty-four (24) hours a day, seven (7) days a week for a minimum of one hundred-twenty (120) days.
- 3.2 The 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.
- 3.3 The system shall provide the County with an on-line case management and violation adjudication capability
- 3.4 The system must have the ability to archive and retrieve any and all videos of violations twenty-four (24) hours a day, seven (7) days a week for a period of 120 days after date offense.

### **4.0 GENERAL REQUIREMENTS**

- 4.1 The Contractor must comply with all applicable federal laws/regulations, Florida State Statutes, and Orange County Ordinances, including but not limited to Orange County Ordinance 2013-17, Florida Statutes Chapter 316, and Florida Statutes Chapter 162. (See Exhibit D, Orange County, Florida, Code of Ordinances Attached)

### **5.0 SCHEDULE**

- 5.1 The contractor shall provide a project timeline showing sequential and concurrent activities to be undertaken in order to deploy a fully operational system. The system must be in production within 120 days after issuance of Notice to Proceed. The County reserves the right to reject and/or modify the project timeline. (See Exhibit C, Proposed Intersections Attached)

### **6.0 ADDITIONAL CAMERA SYSTEMS**

- 6.1 The County may expand the system by adding an estimated 40 additional cameras in accordance with the Modification of Work provision of the contract. The estimated quantity may be more or less than specified, based on the needs of the County.

**7.0 RELOCATION OF CAMERAS**

- 7.1 The County at its sole discretion may order the removal and relocation of cameras. If the County requests that Consultant move a Camera System to a new Approach after initial installation, the County shall pay for the costs to relocate the Camera System.

**EXHIBIT A**  
**SCHEDULE OF**  
**DELIVERABLES**

<b><u>Item Description</u></b>	<b><u>Contract Provision</u></b>	<b><u>Required Submission</u></b>	<b><u>Deliver To</u></b>
1. Monthly Summary Program	Paragraph 1.17 Scope of Services	NLT 10 <sup>th</sup> of the month for the preceding month	County's designated representative
2. Unprocessed Affidavits	Paragraph 1.20 Scope of Services	User to provide submission requirements	County's designated representative
3. Project Timeline	Paragraph 5.1 Scope of Services	Location Selection Process Permitting & Design Equipment Installation Back-office Software Set-up Lockbox Interfacing Testing Fully Operational	County's designated representative

**EXHIBIT B  
PRICE PROPOSAL FORM**

The awarded bidder shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive of overhead, profit and any other costs.

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Estimated Monthly Qty.</u></b>	<b><u>Unit Price</u></b>	<b><u>Monthly Price</u></b>	<b><u>Estimated Amount</u></b>
1.	Monthly fee for the eighty (80) intersection approaches listed in Exhibit C–Proposed Intersection Locations. This fee shall cover the cost of all equipment, equipment installation, equipment maintenance, and operation. Design and permitting of installations and associated vendor staff time. All utility and data transmittal/ storage costs, including statistical reports. All necessary software and website development – Public awareness, staff support/ training, and expert testimony all first class mailings	<u>Approach</u>	<u>80</u>	<u>\$3,837.50</u>	<u>\$307,000.00</u>	<u>\$14,736,000.00</u>
2.	Certified Mail processing fee, per piece metered. A fee for each Uniform Traffic Citation to be issued via Certified Mail, with no return receipt.	<u>Each</u>	<u>3200</u>	<u>\$4.55</u>	<u>\$14,560.00</u>	<u>\$698,880.00</u>

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Monthly Qty.</u>	<u>Unit Price</u>	<u>Monthly Price</u>	<u>Estimated Amount</u>
3.	Litigation Reporting/Support	<u>Hours</u>	<u>100</u>	<u>No Hourly Charge</u>		<u>\$0</u>
4.	Subsequent Notices mailings fee surcharge of \$2.00 per piece, which shall include the following notices:	<u>Each</u>	<u>3640</u>	<u>\$2.00</u>	<u>\$7,280.00</u>	<u>\$349,440.00</u>
	A. Courtesy Reminder Notice					
	B. Hearing Denied Letter					
	C. Hearing Notification Letter					
	D. Notice of Determination – Upheld					
	E. Notice of Determination – Dismissed					
	F. Notice of Violation – Underpaid Letter					
	G. Insufficient Funds Letter (if made available to County)					
<b>TOTAL ESTIMATED COST (ITEMS 1, 2 AND 3)</b>						<b><u>\$15,784.320.00</u></b>



**EXHIBIT C**  
**PROPOSED**  
**INTERSECTIONS**



**PUBLIC WORKS DEPARTMENT**  
**TRAFFIC ENGINEERING DIVISION**  
Ruby Dempsey-Rozier, Manager  
4200 S John Young Parkway ♦ Orlando, FL 32839-9205  
407-836-7890 ♦ Fax 407-836-7869  
[www.orangecountyfl.net](http://www.orangecountyfl.net)

## PROPOSED INTERSECTION LOCATIONS

Location/Annual Crash History	District	Crash Rate
N Pine Hills Rd at W Colonial Dr (12 Rear End, 13 Right Angle, 44 Total)	1 & 6	3.92
N Hiawassee Rd at Silver Star Rd (23 Rear End, 16 Right Angle, 78 Total )	2 & 6	3.19
Powers Dr at Silver Star Rd (14 Rear End, 13 Right Angle, 42 Total)	2 & 6	2.82
Americana Bv at Texas Av (7 Rear End, 12 Right Angle, 30 Total)	6	2.78
N Kirkman Rd at W Colonial Dr (14 Rear End, 15 Right Angle, 58 Total)	1 & 6	2.70
Holden Av at S Orange Blossom Tr (20 Rear End, 21 Right Angle, 65 Total)	4 & 6	2.50
S Texas Av at W Oak Ridge Rd (13 Rear End, 8 Right Angle, 30 Total)	6	2.34
N Pine Hills Rd at Silver Star Rd (21 Rear End, 14 Right Angle, 57 Total)	2 & 6	2.25
N Hiawassee Rd at W Colonial Dr (21 Rear End, 16 Right Angle, 55 Total)	1 & 6	2.25
Clarcona Ocoee Rd at N Pine Hills Rd (11 Rear End, 9 Right Angle, 34 Total)	2	2.23
Turkey Lake Rd at Sand Lake Rd (13 Rear End, 17 Right Angle, 56 Total)	1 & 6	2.20
Orange Blossom Tl at Taft Vineland Rd (11 Rear End, 20 Right Angle, 51 Total)	4	2.19
Lake Underhill Rd at S Dean Rd (17 Rear End, 8 Right Angle, 34 Total)	3 & 4	2.09
S Orange Blossom Tl at Landstreet Rd (19 Rear End, 20 Right Angle, 65 Total)	4 & 6	2.07
State Road 535 at Vineland Av (26 Rear End, 16 Right Angle, 63 Total)	1	2.04
S Orange Blossom Tl at W Oak Ridge Rd (26 Rear End, 22 Right Angle, 59 Total)	4 & 6	1.93
E Colonial Dr at Newport Av (13 Rear End, 9 Right Angle, 34 Total)	3 , 4 & 5	1.91
Curry Ford Rd at S Goldenrod Rd (29 Rear End, 10 Right Angle, 53 Total)	3	1.89
International Dr at W Sand Lake Rd (18 Rear End, 14 Right Angle, 55 Total)	1 & 6	1.88
Dorscher Rd at W Colonial Dr	6	1.85

(13 Rear End, 5 Right Angle, 29 Total)		
Edgewater Dr at Lee Rd (14 Rear End, 12 Right Angle, 45 Total)	2 & 5	1.83
Palm Py at S Apopka Vineland Rd (9 Rear End, 4 Right Angle, 26 Total)	1	1.65
State Road 535 at World Center Dr (28 Rear End, 6 Right Angle, 49 Total)	1	1.64
Bridgeway Bv at E Colonial Dr (21 Rear End, 4 Right Angle, 39 Total)	4 & 5	1.61
N Alafaya Tl at Waterford Lakes Py (7 Rear End, 9 Right Angle, 36 Total)	3 & 4	1.60
E Colonial Dr at N Alafaya Tl (31 Rear End, 12 Right Angle, 61 Total)	3, 4 & 5	1.58
Conway Rd at Hoffner Av (9 Rear End, 4 Right Angle, 29 Total)	4	1.56
N Powers Dr at W Colonial Dr (10 Rear End, 5 Right Angle, 28 Total)	1 & 6	1.54
E Colonial Dr at N Goldenrod Rd (22 Rear End, 5 Right Angle, 42 Total)	3	1.51
Consulate Dr at S Orange Blossom Tl (15 Rear End, 10 Right Angle, 37 Total)	4	1.50
S Orange Blossom Tl at W Sand Lake Rd (20 Rear End, 12 Right Angle, 53 Total)	4 & 6	1.49
Adanson St at Lee Rd (1 Rear End, 12 Right Angle, 23 Total)	2 & 5	1.48
S John Young Py at W Oak Ridge Rd (24 Rear End, 8 Right Angle, 44 Total)	6	1.48
Old Winter Garden Rd at S Kirkman Rd (19 Rear End, 5 Right Angle, 37 Total)	1	1.47
Old Winter Garden Rd at S Hiawassee Rd (11 Rear End, 7 Right Angle, 33 Total)	1 & 6	1.45
Clarcona Ocoee Rd at N Hiawassee Rd (9 Rear End, 8 Right Angle, 23 Total)	2	1.43
Americana Bv at S Orange Blossom Tl (15 Rear End, 7 Right Angle, 34 Total)	4 & 6	1.43
S John Young Py at W Town Center Bv (12 Rear End, 8 Right Angle, 35 Total)	5	1.43
Aloma Av at N Semoran Bv (24 Rear End, 11 Right Angle, 51 Total)	5	1.42
E Colonial Dr at N Econlockhatchee Tl (18 Rear ends, 4 Right angle, 29 Total)	3	1.39

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

EXHIBIT D

JUL 02 2013 NP/CAS

ORDINANCE 2013-17

EFFECTIVE DATE

JUL 10 2013

AN ORDINANCE RELATING TO RED LIGHT VIOLATIONS IN ORANGE COUNTY, FLORIDA; AMENDING SECTION 35-73, VIOLATION, ISSUANCE OF NOTICE OF VIOLATION AND TRAFFIC CITATION; ALLOWING 60 DAYS FOR AN OWNER TO PAY THE VIOLATION NOTICE OR REQUEST A HEARING; AMENDING SECTION 35-75, OWNER EXEMPTIONS; CONFORMING LANGUAGE TO THE 2013 LAW; CREATING SECTION 35-76, PROCEDURE FOR HEARING, FINES AND COSTS; PROVIDING FOR SHERIFF'S DESIGNATION OF TRAFFIC INFRACTION ENFORCEMENT OFFICERS; ALLOWING FOR FLEXIBILITY IN PLACEMENT OF CAMERAS; PROVIDING FOR COUNTY ADMINISTRATOR TO IMPLEMENT PROGRAM INCLUDING COORDINATION, PLACEMENT, AND COST EFFICIENCY; PROVIDING FOR SIGNAGE; PROVIDING FOR AN ANNUAL REPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature enacted a bill (Chapter 2010-80, Laws of Florida) to authorize local governments to enforce red light violations by camera while expressly preempting regulation of the use of the cameras to the State; and

WHEREAS, the Board of County Commissioners (Board) significantly amended Article V, Chapter 35, Orange County Code, to implement Chapter 2010-80, Laws of Florida;

WHEREAS, in 2013, the Florida Legislature enacted a bill (Chapter 2013-160, Laws of Florida) making changes to the red light camera process; and

WHEREAS, implementation of Chapter 2013-160, Laws of Florida, requires amendments to the County Code.

BE IT ORDAINED by the Board of County Commissioners of Orange County:

Section 1. Sections 35-73 and 35-75, Orange County Code, are hereby amended to read as follows with underlines showing additions and strikethroughs indicating deletions:

**Sec. 35-73. Violation; issuance of notice of violation and traffic citation.**

(a) A violation of code, known as a red light infraction, shall occur when a motor vehicle does not comply with the

requirements of section 35-72 of this Code. Notification of a violation shall be as follows.

(b) (1) Within thirty (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 section F.S. § 318.14, Florida Statutes, and that the violator must pay the penalty of one hundred fifty-eight dollars (\$158.00) to the county, or furnish an affidavit in accordance with subsection 35-75(b)(d), or request a hearing within 60thirty (30) days following the date of the notification in order to avoid court fees, costs, and the issuance of a traffic citation. The notification must be sent by first-class mail. The mailing of the notice of violation constitutes notification.

(2) 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.

(3) Notification pursuant to paragraph (b)(1), above, must be sent to the person identified on the affidavit within 30 days after receipt of an affidavit.

(c) (1) a. ~~When payment has not been made~~ Within ~~60thirty (30)~~ days after notification under subsection (b), when payment has not been made or if the registered owner has not requested a hearing or submitted an affidavit as provided in paragraph (b)(1), above, a traffic citation issued under this section shall be issued by mailing the traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation.

b. Delivery of the traffic citation constitutes notification under this subsection.

c. In the case of joint ownership of a motor vehicle, the traffic citation shall be mailed to the first name appearing on the registration, unless the first name appearing on the registration is a business organization, in which case the second

name appearing on the registration may be used.

~~d. The traffic citation shall be mailed to the registered owner of the motor vehicle involved in the violation no later than sixty (60) days after the date of the violation.~~

(2) Included with the notification to the registered owner of the motor vehicle involved in the infraction shall be a notice that the owner has the right to review, either in person or remotely, 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) If a traffic citation is issued under ~~section F.S. § 316.0083, Florida Statutes,~~ and subsection (c), above, the traffic infraction enforcement officer shall provide by electronic transmission a replica of the traffic citation data to the court having jurisdiction over the alleged offense or its traffic violations bureau within 5 five (5) days after the date of issuance of the traffic citation to the violator. If a hearing is requested, the traffic infraction enforcement officer shall provide a replica of the traffic notice of violation data to the clerk for the local hearing officer having jurisdiction over the alleged offense within 14 days.

**Sec. 35-75. Owner exemptions defenses.**

(a) The owner of the motor vehicle involved in the violation is responsible and liable for paying the violation notice and traffic citation issued for a violation of ~~section F.S. § 316.074(1) or 316.075(1)(c)1,~~ Florida Statutes, when the driver failed to stop at a traffic signal, unless the owner can establish that:

(1) The motor vehicle passed through the intersection in order to yield right-of-way to an emergency vehicle or as part of a funeral procession;

(2) The motor vehicle passed through the intersection at the direction of a law enforcement officer;

(3) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person; or

(4) A uniform traffic citation was issued by a law enforcement officer to the driver of the motor vehicle for the alleged violation of section F.S. § 316.074(1) or 316.075(1)(c)1, Florida Statutes; or

(5) The motor vehicle's owner was deceased on or before the date that the uniform traffic citation was issued, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other designated person or family member.

(b) In order to establish facts to support any of the provisions set forth in (a)(1)-(5) above, ~~his/her defense, as provided above~~, the owner of the motor vehicle shall, within 60 ~~thirty (30)~~ days after the date of issuance of the notice of violation or within 30 days after the date of issuance of the traffic citation, furnish to the appropriate governmental entity an affidavit setting forth detailed information supporting an exemption as provided in this paragraph.

(1) An affidavit supporting an exemption under subsection (a)(3) must include the name, address, date of birth, and, if known, the driver's license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the vehicle was stolen at the time of the alleged offense, the affidavit must include the police report indicating ~~that the vehicle was stolen.~~

(2) If a traffic citation for a violation of section F.S. § 316.074(1) or 316.075(1)(c)1, Florida Statutes, was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c) Upon receipt of an affidavit, the person designated as having care, custody, or ~~and~~ control of the motor vehicle at the time of the violation may be issued a notice of violation~~traffic citation~~ for a violation of section F.S. § 316.074(1) or 316.075(1)(c)1, Florida Statutes, when the driver failed to stop at a traffic signal. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of

the motor vehicle. The owner of a leased vehicle for which a traffic citation is issued for a violation of section F.S. § 316.074(1) or 316.075(1)(c)1-, Florida Statutes, when the driver failed to stop at a traffic signal is not responsible for paying the traffic citation and is not required to submit an affidavit as specified in this subsection if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle. The notice of violation must be sent to the person identified on the affidavit within 30 days after receipt of an affidavit.

(d) The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in section F.S. § 775.082 or 775.083, Florida Statutes.

**Section 2.** Section 35-76, Orange County Code, is hereby created to read as follows with underlines showing additions:

**Sec. 35-76. Procedure for hearing; fines and costs.**

(a) Any person, herein referred to as the "petitioner," who elects to request a hearing under section 35-73 shall be scheduled by the clerk to the local hearing officer to appear for a hearing before a local hearing officer. Notice of the hearing will be sent by first-class mail. Upon receipt of the notice of hearing the petitioner may reschedule the hearing one time by submitting a written request to reschedule to the clerk to the local hearing officer at least 5 calendar days before the day of the originally scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under section 35-74, plus \$50 in administrative costs, prior to the start of the hearing.

(b) All testimony at the hearing shall be under oath and shall be recorded. The local hearing officer shall take testimony from a traffic infraction enforcement officer and the petitioner, and may take testimony from others. The local hearing officer shall review the photographic or electronic images or the streaming video made available under section 35-73. Formal rules of evidence do not apply, but due process shall be observed and will govern the proceedings.

(c) At the conclusion of the hearing, the local hearing officer shall determine whether a violation under this section has occurred, in which case the hearing officer shall uphold or dismiss



the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, require the petitioner to pay the penalty previously assessed under section 35-74, and may also require the petitioner to pay costs, not to exceed \$250. The final administrative order shall be mailed to the petitioner by first-class mail.

(d) An aggrieved party may appeal a final administrative order consistent with the process provided under section 162.11, Florida Statutes.

**Section 3.** Pursuant to chapter 2010-80, Laws of Florida, the Sheriff is authorized to designate employees as traffic infraction enforcement officers. The traffic enforcement officers must be physically located in Orange County. The County Administrator or designee is authorized to work with the Orange County Sheriff to develop an agreement or mechanism by which the County and Sheriff can cooperatively reach this goal.

**Section 4.** The County Administrator or designee shall, within the resources available to the County, ensure that traffic infraction detectors are placed in accordance with the provisions of section 316.0776, Florida Statutes, and are placed at those intersections where historical data and/or current experience indicates an enhanced danger of red light running exists, but shall maintain flexibility in placement choice.

**Section 5.** The County Administrator or designee shall develop and implement signage to be posted at those locations designated by the county for traffic infraction detectors. Such signage shall provide notification that a traffic infraction detector may be in use and shall conform to the standards and requirements adopted by the Florida Department of Transportation under section 316.0745, Florida Statutes. The County Administrator or designee shall also develop and conduct a public announcement and public awareness campaign regarding the proposed use of traffic infraction detectors at least 30 days before commencing the enforcement program.

**Section 6.** The County Administrator or designee is authorized to implement the provisions of this ordinance in the most cost effective and efficient manner as he/she deems necessary; provided, however, that traffic infraction detectors must meet the specifications described in section 316.07456, Florida Statutes. Implementation of the program may include full implementation of the program by the County or performance of some or all of the work through one or more vendors; provided, however, that if some or all of the work is performed by one or more vendors and a court rules such a red light program illegal in Florida, the Board may vote by simple majority to suspend the program, including the work of any vendor in Orange County.

**Section 7.** The provisions of this article supplement the enforcement of s. 316.074(1) or section 316.075(1)(c)1, Florida Statutes, by law enforcement officers when a driver fails to stop at a traffic signal and does not prohibit a law enforcement officer from issuing a traffic citation for a violation of section 316.074(1) or section 316.075(1)(c)1, Florida Statutes, when a driver fails to stop at a traffic signal in accordance with normal traffic enforcement techniques.

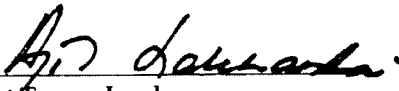
**Section 8.** The County shall submit a report by October 1, 2012, and annually thereafter, to the Department of Highway Safety and Motor Vehicles which details the results of using the traffic infraction detector and the procedures for enforcement for the preceding state fiscal year. The information submitted by the County must include statistical data and information required by the department to complete the report required under chapter 2010-80, Laws of Florida.

**Section 9.** This ordinance shall become effective pursuant to general law.

**ADOPTED THIS 2<sup>nd</sup> DAY OF JULY, 2013.**

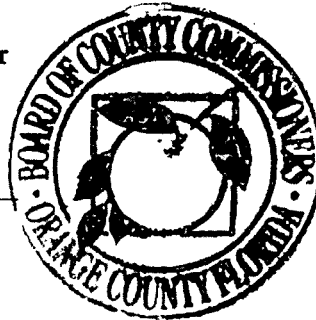
**ORANGE COUNTY, FLORIDA**

**By: Board of County Commissioners**

By:   
Teresa Jacobs  
County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By:   
Deputy Clerk



**EMERGENCY CONTACT**

**Emergency Contact Person:** Brent Edwards, Account Manager

**Telephone Number:** \_\_\_\_\_ **Cell Phone Number:** 904-382-5494

**Residence Telephone Number:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Request for Proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

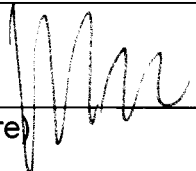
Addendum No. 1, Date 10/29/12      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
James D. Tuton	President & CEO	480-596-4700

  
\_\_\_\_\_  
(Signature)

James D. Tuton, President & CEO  
\_\_\_\_\_  
(Title)

American Traffic Solutions, Inc.  
\_\_\_\_\_  
(Name of Business)

The Proposer shall complete and submit the following information with their proposal:

**Type of Organization**

Sole Proprietorship     Partnership  
 Joint Venture         Corporation

**State of Incorporation:** Kansas

**Federal I.D. or Social Security number is:** 48-1114931

**E-mail Address:** James.Tuton@atsol.com

Issue Date: October 2, 2012

## REQUEST FOR PROPOSALS

FOR

### RED LIGHT SAFETY ENFORCEMENT SYSTEM

RFP #Y12-1099-DG

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, November 1, 2012**, for providing Red Light Safety Enforcement System to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp>.

**A Non-Mandatory Pre-Proposal Conference** will be held on , **Wednesday, October 17, 2012, 10:00A.M.**, at Public Works Department, 4200 S. John Young Parkway, Room 317, Orlando, Florida, 32839. Attendance is not mandatory but is encouraged.

Johnny Richardson, CPPO, CFCM  
Manager, Purchasing and Contracts Division

### NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Dorothy Gordon, Senior Purchasing Agent, at (407) 836-5643, whose email address is [dorothy.gordon@ocfl.net](mailto:dorothy.gordon@ocfl.net). **You may contact Dorothy Gordon at any time during this process, including during the Black Out Period.**

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**REQUEST FOR PROPOSALS**  
**FOR**  
**RED LIGHT SAFETY ENFORCEMENT SYSTEM**  
**RFP #Y12-1099-DG**

**PURPOSE:**

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting proposals to provide comprehensive and fully integrated red light traffic safety management services.

**INSTRUCTIONS TO PROPOSERS:**

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals, one (1) original and eight (8) copies not later than **2:00 PM local time Thursday, November 1, 2012**, to the Orange County Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

**Offers by e-mail, telephone, fax, or telegram shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.**

It is the sole responsibility of the proposer to ensure that their proposal reaches the Purchasing and Contracts Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

**Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.**

All proposals will be opened publicly and the names of all proposers shall be read aloud.



## **TERMS AND CONDITIONS:**

### **1. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Purchasing and Contracts Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

### **2. CLARIFICATION**

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

### **3. WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

### **4. SEALED PROPOSALS**

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposal Number
- B. Date of Opening
- C. Name of Proposer

### **5. PROPOSAL PREPARATION**

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

### **6. INSURANCE**

The Proposer receiving the award, **prior to execution of the contract**, will obtain or possess the following insurance coverage, and will provide Certificates

of Insurance to the County to verify such coverage.

At its sole expense, and throughout the duration of this contract, the Contractor will maintain the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

The Contractor shall require and ensure that each of its sub-contractors/Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

***(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))***

Required Coverage:

- A. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
- B. Commercial General Liability - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- D. Professional Liability - The Contractor shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

**By entering into this contract, Contractor agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

**Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.**

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
400 E. South Street  
Orlando, Florida 32801

Provided, however, if the contract between the County and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County, shall be limited to an obligation to indemnify or hold harmless the County, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

7. **DRAFT CONTRACT**

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

8. **ACCOUNTING SYSTEM**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers

9. **SHORTLISTS, PROTESTS and LOBBYING**

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**  
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board

approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**  
[http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County\\_Admin/docs/CodeCH17-313.pdf](http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf)

Failure to file a protest with the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Purchasing and Contracts Reception Desk at (407) 836-5635.

10. **PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

11. **AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

12. **TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

13. **CONTRACT TERM**

It is the intent of the County to enter into a four (4) year term contract, with renewal clause for three (3) additional two (2) year terms for services as described herein.

14. **SCHEDULE OF SUBCONTRACTING**

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

15. **EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

16. **QUESTIONS REGARDING THIS RFP**

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to dorothy.gordon@ocfl.net or mailed to the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, Orlando, FL 32801, no later than 5:00 PM Friday, October 26, 2012 to the attention of Dorothy Gordon, Purchasing and Contracts Division, referencing the RFP number. When required the Purchasing and Contracts Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Purchasing and Contracts Division Manager. **You may contact Dorothy Gordon at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

17. **DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD for a \$30.00 fee per CD. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.

- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

18. **REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

**PROPOSAL FORMAT:**

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

1. **QUALIFICATIONS OF STAFF**

- A. Provide an organization chart that lists all staff by service provided to be assigned to deliver the required services with resumes for each describing experience, training and education.
- B. Identify the project manager and his/her qualifications.
- C. List any contracts that have been terminated with the reason(s) for the action. Identify contact person with address, telephone number and email.
- D. Identify the Contractor(s) who will provide witness testimony during court proceedings and provide his/her qualifications with resumes. These individuals must have considerable technical knowledge on all theory operational and functional capabilities and system reliability of the red light running system and components, and personal knowledge as needed,



including the reliability of the system and data at each intersection and each infraction committed if necessary.

2. **QUALIFICATIONS OF FIRM**

- A. Describe proposer's history in the red light camera industry.
- B. Provide five references for red light camera services provided to similar sized camera systems with a minimum of three having 40 or more within the United States. Reference information shall include the name of the entity, address, contact person, telephone number, email address and the number of cameras within each photo enforcement program.
- C. Explain your understanding of legal challenges to Red Light Running violations within central Florida and explain how your company will provide support to Orange County in defending these challenges.
- D. Complete in full detail the "Conflict/Non-Conflict of Interest Statement" included in this solicitation.

3. **TECHNICAL APPROACH**

**The proposal shall respond to each request to explain, state, provide or otherwise comment on each item with a detailed response. "Yes" or "No" answers are not acceptable.** Your responses shall be tabbed and the specific paragraph will be repeated followed by the response. If you are the successful proposer, your responses shall be incorporated into the scope of services in the resultant contract.

**A. Red Light Camera System**

- 1. Explain why the proposed red light camera technology is the best solution for the County. Provide a description of the system and address the following:
  - a. Violation Detection System
  - b. Cameras and video performance
  - c. Capture of multiple violations in a single video and/or image
  - d. System validation
- 2. Provide a list, with photos and specifications of all major equipment (cameras, flash or lighting units, cabinets [including generally what the cabinets contain]), that will be installed and capable of capturing up to six lanes.
- 3. Use of a high quality digital camera system is required. Detail the image quality specifications and provide real sets of violation image

examples captured in daytime, nighttime, during inclement weather, and during times where sunlight is pointing in the direction of the camera.

4. Explain how the equipment gathers traffic data for statistical analysis.
5. Describe how the equipment is capable of deployment in a wide range of operating conditions; (e.g. heavy traffic volumes, adverse weather conditions, road surface configurations etc.) and across up to six moving lanes of traffic.
6. The equipment must provide a physical but optically isolated connection to the red phase signal to assure accurate red phase detection.
7. Suitability for nighttime operation is a high priority. Systems must have a visible illumination system not exceeding 350 watts per second beyond relying on incandescent flood lights, IR light or ambient light at the intersection.
8. Explain how the image and violation data is secured and transmitted to the processing center.
9. Explain how the proposed camera unit produces an image set which contains the following data:
  - a. Scene of location where violation occurred
  - b. Motor vehicle during violation
  - c. Display of rear license plate of vehicle
  - d. The day, month and year of the violation
  - e. The time of the violation in hours, minutes and seconds
  - f. The amount of time that has passed since the light turned red
  - g. Location of violation
  - h. Frame sequence number
  - i. Imprint all the information along the bottom or top edge of the image – such data shall not obstruct the violation image
  - j. Color images are required

10. Explain how the proposed system can compensate for the effects of plate covers and reflective materials on license plates.
11. Confirm that the proposer will provide a video component in conjunction with the digital red light camera systems. The video system must attach a verification video segment to each red light violation, and each day's full 24 hours of video shall be available for the County to view upon request.
12. Explain the vehicle detection methods that can be used by the proposed system, including the benefits and limitations of each.
13. The system must provide scene images capturing the vehicle prior to the legal stop line and proceeding beyond the legal stop line with a license plate image. For violation notices, the images must be taken so that the rear of the vehicle and license plate are captured.
14. The system must be capable of producing at least the following recorded images that show: (1) the traffic signal while it is emitting a steady red signal; (2) the offending vehicle; (3) the license plate of the offending vehicle. All of these elements are required from the same camera system and from a single central processor.
15. Red light camera enclosures must be as small as possible, tamperproof and use as little power as possible. State the size of the red light camera system enclosure and the normal power draw of the system.
16. Red light camera enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.
17. Explain how the system prevents capturing large numbers of false-triggers.
18. Based on your experience, what is the percentage of violations that will actually be issued as notices. Provide your assumptions.
19. Based on the past six months of operation, provide a detailed breakdown showing how the proposed system's images are protected and stored, data stamped, encrypted, tamper proofed and reliable including if you have had a problem with images being unclear or low resolution.

## **B. Violation Processing System**

1. Preference shall be given to Contractors that maintain a secure chain of custody and perform 100% of processing services in-house. Identify if any portion of your processing system that will be

outsourced to another contractor. Explain why the proposed violation processing system is better for the County. The County may reject or downgrade proposals that outsource any portion of their processing, including and not limited to motor vehicle or Nlets look-ups, and printing and mailing of citations.

2. How does it allow the County a detailed view into all of the information related to the program?
3. Does it have reporting capabilities available to County staff users?
4. Does it utilize web-based processing?
5. Does it enable the County to access specific case information, such as payments, correspondence, images, notices and other information for customer service purposes?
6. How does the proposed system allow the Contractor and the County to track violations that have been captured and reconcile each violation (issued or non-issued) from capture through disposition?
7. Confirm that the Contractor shall provide all required notice processing supplies including paper, envelopes, postage, toner, and any and all notice printing supplies.
8. Contractor shall be responsible for processing of images, printing and mailing of all violation notices.
9. Each citation shall include the following clear images: the vehicle behind the violation line with the red light on; the vehicle in the intersection completing the violation; the license plate image.
10. Contractor shall provide a website accessible through a secure VPN connection from which an authorized County designee can access:
  - a. Enforceable violation events that are pre-reviewed and submitted for final approval (charging) by the County.
  - b. Violation image and history data for any open violation.
  - c. Designated reports as defined in the contract.
  - d. The hearing schedule and evidence package print function.
11. Contractor shall prepare initial notice letter for all chargeable violations and shall mail notice letters to first named registered owner. A second notice shall be issued for any violations that remain unpaid as of their due date.

12. Confirm that violations for which registered owner data is available shall be issued within 7 business days of the violation event date.
13. Describe contractor's approach to accessing motor vehicle registration data from Florida, National and Global license plates.

### **Statistical Analysis and Reporting Systems**

14. Systems with the capacity to produce statistical analysis of camera operations will be preferred, including hours of use per camera by operational site, results achieved by each camera by site and offenses recorded by site.
15. Preference will be given to systems, which can analyze results obtained from each camera location to show the prosecutable image rate (e.g. the number of notices issued compared to the number of violations captured.)
16. Contractor shall provide County with the prior month activity report within ten (10) days following the end of the month.
17. The monthly report shall indicate the following:
  - a. The number of events detected, citations issued and prosecutable image rate by location and in total.
  - b. The total number of violations which occurred and percentage of total vehicle traffic by lane.
  - c. The total number and percentage of rejected images by reason.

### **Image Transmission Security and Data Storage**

18. Explain how image and data security prevents unauthorized persons from accessing the camera images and databases and tampering with images (explain methodology).
19. The contractor must store all enforceable images, reports, notices and all other public records produced by cameras in a manner that is readily accessible for the later of 60 days after final disposition or conclusion of appeal.
20. All red light violation data must be retained for five (5) years. The awarded bidder will be responsible for retainage of all records, including all video footage or recordings, in accordance with Chapter 119, Florida Statutes, Florida.

21. Describe how data involving the dissemination of exhibits and related documentation will be made available to the public via the website. Will the website have the ability to incorporate additional documentation?

### **Court Proceedings**

22. Contractor shall provide a customer service call center to take calls during normal business hours of 8:00AM – 5:00PM EST, Monday through Friday. Please document any hours of operation beyond the minimum requirement. Also, an evidence package must be provided for each documented or approved violation.

23. The evidence package shall consist of:

- a. recording of incident
- b. photographs – high resolution
  - 1. A-Shot
  - 2. B-Shot
  - 3. Close-up of plate
- c. violation evidence report
- d. system reliability report
- e. proof of mailing Notice of Violation
- f. proof of mailing Uniform Traffic Citations
- g. system specifications
- h. evidence showing system compliance with legal requirements

The above requirements may be amended by the County as required.

24. Contractor may be required to authenticate its business records for evidentiary purposes, please describe the business records that you intend to maintain and how the records are kept in a regular course of business.
25. Contractor shall provide qualified witnesses when ordered by the county, who are qualified to testify about each element of a red light violation. Address how the proposer will provide timely response when these services are required by the County.

## **C. Maintenance, Operations, and Public Awareness**

1. Project Management, Maintenance, Support and Training
  - a. All maintenance of camera, video, sensors, computer and related equipment shall be the responsibility of contractor.
  - b. Contractor shall guarantee to repair or replace any inoperable equipment within 72 hours of detection by the contractor or notification by County.
  - c. The Contractor shall have service technicians available in the local area for system maintenance. Respond to this requirement with specifics on the qualification and number of maintenance technicians who will be assigned to provide local services.
  - d. Describe the proposed standard process for how often the cameras systems will be visited for maintenance and inspection. Elaborate on what is performed during a maintenance and inspection visit and provide a checklist.
  - e. The Contractor must provide ongoing training support for selected county personnel on their product to include hands-on training (as necessary) and all training materials.
  - f. Describe the Project Management Approach and how it will ensure a successful project for the County.
  - g. Present the proposed timeline that will allow the first 40 cameras of the program to become fully operational within 120 calendar days of contract execution.
  - h. Provide a milestone project schedule for design, construction and implementation.
  - i. Describe the extent of the County's staff involvement in the project. Provide a list of activities required by the County.
  - j. Contractor shall provide assistance with the content and design of a public education program.
  - k. Contractor shall support the County by training staff on how to present the contractor's system at public seminars or presentations. The contractor shall provide staff for public forums, if necessary, and all necessary presentations documents.

4. **FEE SCHEDULE**

Each proposer must complete and submit the Price Proposal Form included herein. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

The following information (Items 5 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

5. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
  - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
  - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
  - Other construction projects in which the total estimate is in excess \$7,000,000.



**It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.**

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
  - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
  - 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
  - 3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
  - 4. The prime Contractor shall submit an updated quarterly MWBE utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
  - 5. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The prime Contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime Contractor's team and the addition of any new M/WBE firm to the prime Contractor's team on that project.
  - 6. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract

modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

**Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.**

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

6. **CONFLICT OF INTEREST FORM**

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with you proposal.

7. **ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response

to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.

This form shall be completed and submitted with your proposal.

**No contract award will be made unless these forms have been completed and submitted.** Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

8. **AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

9. **DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal. **Failure to submit this form prior to award of**

**the proposal shall be cause for rejection/disqualification of your proposal. Failure to certify the firm has a drug-free workplace in accordance with Florida Statutes 287.087 shall result in rejection/disqualification of your proposal.**

10. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a proposal in response to this solicitation, the Contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

11. **BONUS POINTS FOR HIRING OF WELFARE RECIPIENTS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare recipients residing in Orange County, Florida as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete the attached Form WR- Section I, listing the number of welfare recipients to be hired fulltime and submit with their proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

Within five (5) days after the contract award, the Proposer shall contact the BDD Liaison at (407) 836-7317 to assist with meeting this requirement.

**The failure of the Contractor to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.**

During performance of the contract, the Contractor shall take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Contractor shall contact the BDD Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

12. **BONUS POINTS FOR HIRING SERVICE-DISABLED VETERANS**

Additional point consideration will be available for proposers who hire or subcontract with certified service-disabled veteran business enterprises and will receive the following point allocation:

- A. Certified service-disabled veteran business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Certified service-disabled veteran business enterprise proposers with certified service-disabled veteran business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with certified service-disabled veteran business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points.

When considering two (2) or more proposals, or replies for the procurement of commodities or contractual services, where at least one is from a certified service-disabled veteran business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Purchasing and Contracts Division Manager shall award such procurement or contract to the certified service-disabled veteran business enterprise.

13. **SELECTION - CRITERIA**

<b><u>CRITERIA</u></b>	<b><u>WEIGHT</u></b>
Qualifications of Firm	10
Qualification of Staff	10
Technical Approach	35
a. Red Light Camera System	15
b. Violation Processing Solution	10
c. Maintenance, Operations and Public Awareness	10
M/WBE Utilization	10
Fee Proposal	35
<b>TOTAL</b>	<b>100</b>
Welfare Recipient Hires	5 Bonus Points (maximum)
Service Disabled Veterans Hires	10 Bonus Points (maximum)

14. **ALTERNATE PROPOSAL**

The Proposer may offer an alternate proposal for the services required by this solicitation which may include:

1. Alternate technical solutions to the requirements of the scope of service.
2. Alternate pricing structures.

The alternate proposal shall be clearly identified under a separate tab with associated pricing structure changes as appropriate. It shall be submitted with the basic proposal that is in response to the specific requirements of the solicitation.

Consideration of an alternate proposal shall be at the sole discretion of the County.

## SCOPE OF SERVICES

The contractor shall provide comprehensive and fully integrated red light traffic safety management services. The contractor shall deploy traffic infraction detector equipment 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 infraction detector equipment, 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. The County will continue to maintain existing infrastructure facilities at those intersections.

The contractor shall provide services as outlined below.

### 1.0 GENERAL

- 1.1 Assistance with intersection selection, including establishment of baseline counts of red light violations at an initial set of forty (40) candidate intersections, in which eighty (80) approaches will be selected for cameras. As part of this process, the contractor shall develop baseline data for one to four selected approaches at each candidate intersection by monitoring for a minimum of eight (8) consecutive hours to quantify the frequency of red light violations during that period. This data will support both intersection and approach selection and will serve as baseline information for project evaluation purposes. When combined with ongoing statistical monitoring, as detailed below, the baseline data must enable the County to gauge the impact of automated traffic safety camera enforcement.
- 1.2 Site design, installation, maintenance and operation of automated camera systems at all selected intersections. Plans and installations may be phased in at a minimum of ten (10) cameras per month within a four (4) month period after contract award with an additional forty (40) cameras installed during the 2013-2014 fiscal year until all cameras have been installed.
- 1.3 Processing of data prior to providing access to chargeable violations via secure web site to Orange County for review and authorization of citations by electronic signature for those events that meet specified criteria.
- 1.4 Mailing of duly authorized citations. All notices of violations will be sent via first class mail. Uniform Traffic Citations, Notices of Intent and Exhibits list not to exceed a total of three (3) pages will be sent via certified mail.
- 1.5 Contractor shall supply the County with notification of any and all returned violations.
- 1.6 Provision of an on-line module which will enable hearing, adjudication and payment processing.

- 1.7 Maintenance of an on-line Internet viewing capability for use by the County personnel and members of the public who receive violations in the mail.
- 1.8 Provision of witness testimony at contested hearings when ordered by the County to prove the elements of a red light camera infraction.
- 1.9 Assistance with the development and installation of a public information and community outreach campaign.
- 1.10 Provision of regular statistical reports of program operations with access to all reports as specified in 1.16 below.
- 1.11 Training of County staff involved in implementation and administration of the program.
- 1.12 Once the intersections are selected, the contractor shall deploy red light enforcement equipment meeting or exceeding the minimum standards specified by the Florida Department of Transportation. The contractor shall be responsible for all permit acquisition, site design, construction, installation and maintenance of the equipment.
- 1.13 The servicing and maintenance of the red light camera equipment will be the exclusive responsibility of the contractor. Initial response to any equipment malfunctions shall occur within a twenty-four (24) hour period; repairs shall be accomplished within a seventy-two (72) hour period.
- 1.14 The contractor shall provide the County with the required testimony and evidence of a red light violation.
- 1.15 The contractor shall file all Uniform Traffic Citations within five (5) days of issuance with the Clerk of the Court.
- 1.16 The contractor shall provide processing of potential red light running violations within five (5) days of occurrence and be in compliance with the County Red Light Camera Enforcement Ordinance 2010-09 and Florida Statutes § 316.0083, 316.074(1) and 316.075(1)(c)1 that is attached to this RFP. (See Exhibit 2 Attached)
- 1.17 All red light violation data must be retained for five (5) years. The contractor shall be responsible for retaining all records, including all video footage or recordings, in accordance with Chapter 119, Florida Statutes, and Florida's public records laws.
- 1.18 In support of the County's project evaluation activities, the contractor shall provide monthly summary program metrics to the County that will include, at a minimum the following;
  - a) Number of events recorded, by intersection approach and in total.

- b) Number of events, not billable, including a breakout of controllable and not controllable events lost, by intersection approach and in total).
- c) Number of events forwarded to the County.
- d) Number of citations authorized and mailed, by month of issuance
- e) Number of citations returned as undeliverable
- f) Provision for expert testimony, including but not limited to, a traffic engineering expert at contested hearings as necessary
- g) Assistance with development and “funding” of a public information and outreach campaign.
- h) Training of County Staff who will become involved.
- i) Payment processing
- j) Delinquency collections

This report shall be provided to the County not later than the tenth of the month for the preceding month.

- 1.19 The contractor shall capture and process any and all violations, including multiple vehicles running a red light in a single cycle.
- 1.20 All unprocessed affidavits shall be forwarded to Orange County for review.
- 1.21 Any reference to days shall mean calendar days.

## **2.0 COLLECTION PROCESSING SPECIFICATIONS**

- 2.1 All funds collected, transferred or processed in the red light traffic safety program shall be deposited in to a qualified public depository as defined in section 136.01 and 280.02, F.S. and cannot be deposited to a corporate or personal account.
- 2.2 Orange County will open and maintain a lockbox and bank account in which all Red Light Enforcement funds will be deposited into. The system will coordinate with the county’s bank which is currently Wells Fargo.
- 2.3 All systems associated with the collection of Red Light Enforcement funds shall be compatible with Orange County lockbox and bank account.
- 2.4 Contractor shall supply the lockbox company with information required to interface account with contractor’s filing system.



- 2.5 All online collections shall be processed without any penalties or credit card surcharges and proceeds must be credited by the merchant card services company directly to the county's qualified public depository bank account.
- 2.6 All credit card payments shall be processed through the County's merchant services provider. Merchant services will be managed and controlled by the County under the terms of its merchant services contract. The current provider is Elavon.

### **3.0 WEBSITE SPECIFICATIONS**

- 3.1 Contractor shall provide secure, internet-based viewing capability to members of the public who receive mailed violation documents and in support of Court operations. The public must have the ability to view the citation, photos and or video of the violation on the website twenty-four (24) hours a day, seven (7) days a week for a minimum of one hundred-twenty (120) days.
- 3.2 The 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.
- 3.3 The system shall provide the County with an on-line case management and violation adjudication capability
- 3.4 The system must have the ability to archive and retrieve any and all videos twenty-four (24) hours a day, seven (7) days a week for a period of 120 days after date offense.

### **4.0 GENERAL REQUIREMENTS**

- 4.1 The Contractor must comply with all applicable federal laws/regulations, Florida State Statutes, and Orange County Ordinances, including but not limited to Orange County Ordinance 2010-09, Florida Statutes Chapter 316, and Florida Statutes Chapter 162 and any future amendments thereto. (See Exhibit 2 Attached)

### **5.0 SCHEDULE**

- 5.1 The contractor shall provide a project timeline showing sequential and concurrent activities to be undertaken in order to deploy a fully operational system. The system must be in production within 120 days after issuance of Notice to Proceed. The County reserves the right to reject and/or modify the project timeline.

**6.0 ADDITIONAL CAMERA SYSTEMS**

6.1 The County may expand the system by adding an estimated 40 additional cameras in accordance with the Modification of Work provision of the contract. The estimated quantity may be more or less than specified, based on the needs of the County.

**7.0 RELOCATION OF CAMERAS**

7.1 The County at its sole discretion may order the removal and relocation of cameras. These changes shall be at no additional cost to the County.

**SCHEDULE OF  
DELIVERABLES**

<b><u>Item Description</u></b>	<b><u>Contract Provision</u></b>	<b><u>Required Submission</u></b>	<b><u>Deliver To</u></b>
1. Monthly Summary Program	Paragraph 1.17 Scope of Services	NLT 10 <sup>th</sup> of the month for the preceding month	County's designated representative
2. Unprocessed Affidavits	Paragraph 1.20 Scope of Services	User to provide submission requirements	County's designated representative
3. Project Timeline	Paragraph 5.1 Scope of Services	Location Selection Process Permitting & Design Equipment Installation Back-office Software Set-up Lockbox Interfacing Testing Fully Operational	County's designated representative

**PRICE PROPOSAL FORM**

**RFP #Y12-1099-DG**

The awarded bidder shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive of overhead, profit and any other costs.

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Monthly Quantity</b>	<b>Unit Price</b>	<b>Monthly Price</b>	<b>Estimated Amount</b>
1	Monthly fee for the eighty (80) intersection approaches listed in Exhibit F. This fee shall cover the cost of: All equipment, equipment installation, equipment maintenance, and operation. - Design and permitting of installations and associated vendor staff time - All utility and data transmittal/storage costs, including statistical reports. - All necessary software and website development - Public awareness, staff support/training, and expert testimony – all first class mailings	Approach	80	\$ _____	\$ _____	\$ _____ <b><u>(TOTAL ESTIMATED AMOUNT MONTHLY PRICE x 48 MONTHS)</u></b>
2	Certified Mail Processing Fee, per piece metered. A fee for each Uniform Traffic Citation to be issued via Certified Mail, with no return receipt.	Each	4800	\$ _____	\$ _____	\$ _____ <b><u>(TOTAL ESTIMATED AMOUNT MONTHLY PRICE x 48 MONTHS)</u></b>

3	Litigation Reporting/Support	Hours	100	\$ _____	\$ _____	\$ _____ <b><u>(TOTAL ESTIMATED AMOUNT MONTHLY PRICE x 48 MONTHS)</u></b>
<b>TOTAL ESTIMATED COST (ITEMS 1,2 and 3)</b>				\$ _____		

**IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.**

**Bid Response Documents - The following documents constitute your bid:**

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, Schedule of Sub-Contracting, current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report, E-Verification Certification.
- B. Descriptive literature or detailed specifications for any equal products proposed as attachments A through I.
- C. Completed attached reference documentation.
- D. Bidders Qualifications Attachments A - I

\_\_\_\_\_  
Company Name

**EMERGENCY CONTACT**

**Emergency Contact Person:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Cell Phone Number:** \_\_\_\_\_

**Residence Telephone Number:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Request for Proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_      Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**RFP Number & Title: Y12-1099-DG, Red Light Safety Enforcement System**

**EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)**

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange County workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/proposals may be cause for rejection of your bid/proposal.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

The above reflects (Check One):  Orange County Workforce  Total Permanent Workforce (Outside Orange County)

For Construction Projects Only: Do you intend to hire new employees for the project?  Yes  No If yes, how many approximately?

Name of Firm \_\_\_\_\_ Period of Report \_\_\_\_\_ No. of Years in Business in Orange County

Form Completed by \_\_\_\_\_  
Name/Title (Printed or Typed) Signature

Form Approved by \_\_\_\_\_  
Name/Title (Printed or Typed) Signature

**SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM**

**RFP NO. Y12-1099-DG**

As specified in Section \_\_\_ of this document, proposers must list **all** subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide **all** information requested. Use additional sheets if necessary.

Will your firm perform **all** the work with your own forces? Yes \_\_\_ No \_\_\_ (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

	<b>PRIME CONTRACTOR</b>	<b>PERCENTAGE OF WORK ASSIGNED</b>
1.	<b>Name:</b> _____ Address: _____ City: _____ County: _____ State/Zip: _____	_____ %
2.	<b>Name:</b> _____ Address: _____ City: _____ County: _____ State/Zip: _____	_____ %
3.	<b>Name:</b> _____ Address: _____ City: _____ County: _____ State/Zip: _____	_____ %
<b>SUBCONTRACTOR / SUBCONTRACTOR</b>		
1.	<b>Name:</b> _____ Address: _____ City: _____ County: _____ State/Zip: _____	_____ %
2.	<b>Name:</b> _____ Address: _____ City: _____ County: _____ State/Zip: _____	_____ %
3.	<b>Name:</b> _____ Address: _____ City: _____ County: _____ State/Zip: _____	_____ %
4.	<b>Name:</b> _____ Address: _____ City: _____ County: _____ State/Zip: _____	_____ %
		_____ %
		<b>Total Percentage (Must Equal 100%)</b>

(Use additional pages if necessary)



**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Proposer will be duly bound:

Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone Number \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Business)

The Proposer shall complete and submit the following information with their proposal:

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture            \_\_\_\_\_ Corporation

**State of Incorporation:** \_\_\_\_\_

**Federal I.D. or Social Security number is:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned Proposer, 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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 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 Paragraphs 1 thru 5.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**WELFARE RECIPIENT  
PROPOSED HIRING INFORMATION**

**Section I: To be Submitted with Proposal**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of Individuals to be Hired: \_\_\_\_\_

Signature of Authorized Representative of Above Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Section II: For ZuCan Center Use Only (To be Completed After Contract Award)**

Verification: I certify that the below individual are welfare recipients

Individual Complete Name:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

\*5. \_\_\_\_\_ \*6. \_\_\_\_\_

**ZuCan, Inc.  
609 North Powers Drive, Suite 340  
Orlando, Florida 32818  
(407) 531-1223**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*ZuCan Participants who do not meet specific job qualifications

**LETTER OF INTENT  
(VERIFICATION OF M/WBE UTILIZATION)**

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor
Specific Scope(s) of Work
Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor	Date
--------------------------------------	------

\_\_\_\_\_  
Printed Name & Title

Authorized Agent of M/WBE Sub-Contractor	Date
--	------

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
M/WBE Address

City	State	Zip Code
------	-------	----------

Phone Number	Fax Number
--------------	------------

**E VERIFICATION CERTIFICATION**

Contract No.Y12-1099-DG

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y12-1099-DG, Red Light Safety Enforcement System**, within the state of Florida.

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_

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AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (    ) \_\_\_\_\_

Facsimile: (    ) \_\_\_\_\_

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

\_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (    ) \_\_\_\_\_

Facsimile: (    ) \_\_\_\_\_

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number # \_\_\_\_\_

**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES \_\_\_ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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(Use additional sheets of paper if necessary)



*For Staff Use Only:*

Date Submitted \_\_\_\_\_  
Date Updated \_\_\_\_\_  
Bid Number # \_\_\_\_\_

**Part III**  
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Print Name and Title of Person completing this form:

\_\_\_\_\_

STATE OF FLORIDA :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_

(Notary Seal)

Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

document4

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

**WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Applicant* means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. *Applicant* means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

*Business associate* means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

#### **DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

#### **WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Purchasing and Contracts Division.

#### **WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Purchasing and Contracts Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC

agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

### **WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

### **CONCLUSION:**

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

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*For Staff Use Only:*  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_  
Project Name (as filed) \_\_\_\_\_  
Case or Bid No. \_\_\_\_\_

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

**Part I**  
**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

**List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_

*For Staff Use Only:*  
 Initially submitted on \_\_\_\_\_  
 Updated On \_\_\_\_\_  
 Project Name (as filed) \_\_\_\_\_  
 Case or Bid No. \_\_\_\_\_

**Part II  
 Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
<b>TOTAL EXPENDED THIS REPORT</b>			\$

*For Staff Use Only:*  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_  
Project Name (as filed) \_\_\_\_\_  
Case or Bid No. \_\_\_\_\_

Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of  Principal or  Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form \_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**SPECIFIC PROJECT EXPENDITURE REPORT**  
*Updated 3-1-11*

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

**WHO NEEDS TO FILE THE SPR?**

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with



any member of a procurement committee.” (See Section 2-351, Orange County Code.) Lobbying also means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) Lobbying does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” Principal may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

### **WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

### **WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

### **WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

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**AGENT AUTHORIZATION FORM**

I/We, (Print Proposer name) \_\_\_\_\_, Do hereby authorize (print agent's name), \_\_\_\_\_, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) \_\_\_\_\_, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Date: \_\_\_\_\_  
Signature of Proposer

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT C**

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING AND CONTRACTS DIVISION 400 E. SOUTH STREET ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY

WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING AND CONTRACTS DIVISION  
400 E. SOUTH STREET  
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

## EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

##### **Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING AND CONTRACTS DIVISION  
400 E. SOUTH STREET  
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.



**Contract # Y12-1099-DG**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and \_\_\_\_\_ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR’S responsibility under this Contract is to provide professional/consultation services in the area of \_\_\_\_\_, as more specifically set forth in the Scope of Services detailed in Exhibit “A”.

The COUNTY’S representative/liaison during the performance of this Contract shall be \_\_\_\_\_, telephone no. \_\_\_\_\_.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on \_\_\_\_\_ and complete all services by \_\_\_\_\_.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of three (3) two year terms at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit “B” for services rendered toward the completion of the Scope of Work. Where

incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

#### **ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 5 – TERMINATION**

##### **A. Termination for Default:**

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- a) Stop work on the date and to the extent specified.
- b) B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
- d) D. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-Contractors to the Business Development Division.
  2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Contractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and sub-Contractors (including those with non-M/WBE's) stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.

G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACROR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

#### **ARTICLE 8 - - Service-Disable Veteran Reporting**

The CONTRACTOR shall be responsible for reporting Service Disabled Veteran sub-Contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division. The report(s) shall be submitted in the Business Development Division with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

#### **ARTICLE 11 - INSURANCE REQUIREMENTS:**

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor/Agency under this contract.

The Contractor shall require and ensure that each of its sub-contractors/Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

***(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))***

Required Coverage:

- A. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
- B. Commercial General Liability - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. Professional Liability (if applicable) - The Contractor shall maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

By entering into this contract, Contractor agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
400 E. South Street  
Orlando, Florida 32801

## **ARTICLE 12 - INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its



subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

### **ARTICLE 14 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 15 - UNIFORM COMMERCIAL CODE (APPLICABLE ONLY IF CONTRACT IS FOR THE PURCHASE OF GOODS, IF UTILIZED REMOVE STATEMENT IN RED)**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

### **ARTICLE 16 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of

work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 17 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-Contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-Contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

#### **ARTICLE 18 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the

COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

#### **ARTICLE 21 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 22 - ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during

normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

### **ARTICLE 23 – EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

### **ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

### **ARTICLE 25 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

### **ARTICLE 26 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all

times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

### **ARTICLE 27 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

### **ARTICLE 28 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall negotiate an equitable adjustment to the contract and issue a Contract Amendment. The CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

### **ARTICLE 29 – WELFARE RECIPIENTS**

CONTRACTOR has committed to hire \_\_\_\_\_ ( ) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the CONTRACTOR to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONTRACTOR to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONTRACTOR will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONTRACTOR shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

### **ARTICLE 30 - REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

### **ARTICLE 31 - CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Contractor against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor/Contractor. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Contractor/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

## **ARTICLE 32 - TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

## **ARTICLE 33 – VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

## **ARTICLE 34 – LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

## **ARTICLE 35 – ADDENDA**

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

## **ARTICLE 36 – ADDENDA**

The County will allow a price escalation provision within this award.

The original bid prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be considered 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date

of the price escalation/de-escalation. The price escalation percentage request shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The County obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americacityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.** Price escalation requests exceeding 4% shall be subject to approval of the Purchasing and Contracts Division Manager

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Contractor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any and/or all options as stated herein.

**ARTICLE 37 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

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and if sent to the CONTRACTOR shall be mailed to:

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**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Johnny Richardson, CPPO, CFCM  
Purchasing and Contracts Division Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT 1**  
**PROPOSED**  
**INTERSECTIONS**



**PUBLIC WORKS DEPARTMENT**  
**TRAFFIC ENGINEERING DIVISION**  
Ruby Dempsey-Rozier, Manager  
4200 S John Young Parkway ♦ Orlando, FL 32839-9205  
407-836-7890 ♦ Fax 407-836-7869  
[www.orangecountyfl.net](http://www.orangecountyfl.net)

## PROPOSED INTERSECTION LOCATIONS

Location/Annual Crash History	District	Crash Rate
N Pine Hills Rd at W Colonial Dr (12 Rear End, 13 Right Angle, 44 Total)	1 & 6	3.92
N Hiawassee Rd at Silver Star Rd (23 Rear End, 16 Right Angle, 78 Total )	2 & 6	3.19
Powers Dr at Silver Star Rd (14 Rear End, 13 Right Angle, 42 Total)	2 & 6	2.82
Americana Bv at Texas Av (7 Rear End, 12 Right Angle, 30 Total)	6	2.78
N Kirkman Rd at W Colonial Dr (14 Rear End, 15 Right Angle, 58 Total)	1 & 6	2.70
Holden Av at S Orange Blossom Tr (20 Rear End, 21 Right Angle, 65 Total)	4 & 6	2.50
S Texas Av at W Oak Ridge Rd (13 Rear End, 8 Right Angle, 30 Total)	6	2.34
N Pine Hills Rd at Silver Star Rd (21 Rear End, 14 Right Angle, 57 Total)	2 & 6	2.25
N Hiawassee Rd at W Colonial Dr (21 Rear End, 16 Right Angle, 55 Total)	1 & 6	2.25
Clarcona Ocoee Rd at N Pine Hills Rd (11 Rear End, 9 Right Angle, 34 Total)	2	2.23
Turkey Lake Rd at Sand Lake Rd (13 Rear End, 17 Right Angle, 56 Total)	1 & 6	2.20
Orange Blossom TI at Taft Vineland Rd (11 Rear End, 20 Right Angle, 51 Total)	4	2.19
Lake Underhill Rd at S Dean Rd (17 Rear End, 8 Right Angle, 34 Total)	3 & 4	2.09
S Orange Blossom TI at Landstreet Rd (19 Rear End, 20 Right Angle, 65 Total)	4 & 6	2.07
State Road 535 at Vineland Av (26 Rear End, 16 Right Angle, 63 Total)	1	2.04
S Orange Blossom TI at W Oak Ridge Rd (26 Rear End, 22 Right Angle, 59 Total)	4 & 6	1.93
E Colonial Dr at Newport Av (13 Rear End, 9 Right Angle, 34 Total)	3 , 4 & 5	1.91
Curry Ford Rd at S Goldenrod Rd (29 Rear End, 10 Right Angle, 53 Total)	3	1.89
International Dr at W Sand Lake Rd (18 Rear End, 14 Right Angle, 55 Total)	1 & 6	1.88
Dorscher Rd at W Colonial Dr (13 Rear End, 5 Right Angle, 29 Total)	6	1.85
Edgewater Dr at Lee Rd (14 Rear End, 12 Right Angle, 45 Total)	2 & 5	1.83
Palm Py at S Apopka Vineland Rd (9 Rear End, 4 Right Angle, 26 Total)	1	1.65

State Road 535 at World Center Dr (28 Rear End, 6 Right Angle, 49 Total)	1	1.64
Bridgeway Bv at E Colonial Dr (21 Rear End, 4 Right Angle, 39 Total)	4 & 5	1.61
N Alafaya TI at Waterford Lakes Py (7 Rear End, 9 Right Angle, 36 Total)	3 & 4	1.60
E Colonial Dr at N Alafaya TI (31 Rear End, 12 Right Angle, 61 Total)	3, 4 & 5	1.58
Conway Rd at Hoffner Av (9 Rear End, 4 Right Angle, 29 Total)	4	1.56
N Powers Dr at W Colonial Dr (10 Rear End, 5 Right Angle, 28 Total)	1 & 6	1.54
E Colonial Dr at N Goldenrod Rd (22 Rear End, 5 Right Angle, 42 Total)	3	1.51
Consulate Dr at S Orange Blossom TI (15 Rear End, 10 Right Angle, 37 Total)	4	1.50
S Orange Blossom TI at W Sand Lake Rd (20 Rear End, 12 Right Angle, 53 Total)	4 & 6	1.49
Adanson St at Lee Rd (1 Rear End, 12 Right Angle, 23 Total)	2 & 5	1.48
S John Young Py at W Oak Ridge Rd (24 Rear End, 8 Right Angle, 44 Total)	6	1.48
Old Winter Garden Rd at S Kirkman Rd (19 Rear End, 5 Right Angle, 37 Total)	1	1.47
Old Winter Garden Rd at S Hiawasseee Rd (11 Rear End, 7 Right Angle, 33 Total)	1 & 6	1.45
Clarcona Ocoee Rd at N Hiawasseee Rd (9 Rear End, 8 Right Angle, 23 Total)	2	1.43
Americana Bv at S Orange Blossom TI (15 Rear End, 7 Right Angle, 34 Total)	4 & 6	1.43
S John Young Py at W Town Center Bv (12 Rear End, 8 Right Angle, 35 Total)	5	1.43
Aloma Av at N Semoran Bv (24 Rear End, 11 Right Angle, 51 Total)	5	1.42
E Colonial Dr at N Econlockhatchee TI (18 Rear ends, 4 Right angle, 29 Total)	3	1.39

EXHIBIT 2

Orange County, Florida, Code of Ordinances >> PART II - ORANGE COUNTY CODE >> Chapter 35 - TRAFFIC >> ARTICLE V. - RED LIGHT RUNNING >>

**ARTICLE V. - RED LIGHT RUNNING** <sup>[157]</sup>

Sec. 35-71. - Intent.

Sec. 35-72. - Red light infraction prohibited.

Sec. 35-73. - Violation; issuance of notice of violation and traffic citation.

Sec. 35-74. - Penalty; distribution; no commission.

Sec. 35-75. - Owner defenses.

**Sec. 35-71. - Intent.**

Consistent with the requirements set forth in Chapter 2010-80, Laws of Florida, this article is adopted to authorize the county to issue a notice of violation and traffic citation to the registered owner of a vehicle for a violation of F.S. § 316.074(1) or 316.075(1)(c)1., (steady red-light signal), based on information obtained from the use of traffic infraction detectors. The provisions of this ordinance and this article shall not prohibit a law enforcement officer from issuing a uniform traffic violation notice to a driver for a red-light signal violation in accordance with F.S. chs. 316 and 318.

(Ord. No. 2010-09, § 2, 7-13-10)

**Sec. 35-72. - Red light infraction prohibited.**

(a)

The county may use traffic infraction detectors to enforce F.S. § 316.074(1) or 316.075(1)(c)1., when a driver fails to stop at a traffic signal on streets and highways within the county. Motor vehicle traffic facing a traffic control device steady red light indication, as described in F.S. § 316.074(1) or 316.075(1)(c)1., shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green light indication is shown on the traffic control signal. Failure of a motor vehicle to so stop is a red light infraction which will result in a notice of violation and traffic citation for violation of this article, the fine for which the registered owner of the motor vehicle shall be responsible and liable.

(b)

A notice of violation and a traffic citation may not be issued for failure to stop at a read light if the driver is making a right-hand turn in a careful and prudent manner where permissible.

(Ord. No. 2010-09, § 2, 7-13-10)

**Sec. 35-73. - Violation; issuance of notice of violation and traffic citation.**

(a)

A violation of code, known as a red light infraction, shall occur when a motor vehicle does not comply with the requirements of section 35-72 of this Code. Notification of a violation shall be as follows.

(b)

(1)

Within thirty (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 F.S. § 318.14, and that the violator must pay the penalty of one hundred fifty-eight dollars (\$158.00) to the county or furnish an affidavit in accordance with subsection (d), within thirty (30) days following the date of the notification in order to avoid court fees, costs, and the issuance of a traffic citation. The notification shall be sent by first-class mail.

(2)

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.

(c)(1)

a.

When payment has not been made within thirty (30) days after notification under subsection (b), above, a traffic citation issued under this section shall be issued by mailing the traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation.

b.

Delivery of the traffic citation constitutes notification under this subsection.

c.

In the case of joint ownership of a motor vehicle, the traffic citation shall be mailed to the first name appearing on the registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

d.

The traffic citation shall be mailed to the registered owner of the motor vehicle involved in the violation no later than sixty (60) days after the date of the violation.

(2)

Included with the notification to the registered owner of the motor vehicle involved in the infraction shall be a notice that the owner has the right to review, either in person or remotely, 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)

If a traffic citation is issued under F.S. § 316.0083 and subsection (c), above, the traffic infraction enforcement officer shall provide by electronic transmission a replica of the traffic citation data to the court having jurisdiction over the alleged offense or its traffic violations bureau within five (5) days after the date of issuance of the traffic citation to the violator.

(Ord. No. 2010-09, § 2, 7-13-10)

**Sec. 35-74. - Penalty; distribution; no commission.**

(a)

Penalties to be assessed and collected by the county for a violation of this article shall be in the amount of one hundred fifty-eight dollars (\$158.00) when a driver has failed to stop at a

traffic signal if enforcement is by a county traffic infraction enforcement officer. Seventy dollars (\$70.00) shall be remitted by the county to the Department of Revenue for deposit into the General Revenue Fund, ten dollars (\$10.00) shall be remitted to the Department of Revenue for deposit into the Department of Health Administrative Trust Fund, three dollars (\$3.00) shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and seventy-five dollars (\$75.00) shall be retained by the county pursuant to law.

(b)

An individual may not receive a commission from any revenue collected from violations detected through the use of a traffic infraction detector. A manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector.

(c)

Penalties assessed and collected by the county, less the amount retained by the county pursuant to this section, shall be paid to the State Department of Revenue weekly by electronic funds transfers. In addition to the payment, summary detail of the penalties remitted shall be reported to the Department of Revenue.

(d)

if a person who is cited for a violation of F.S. § 316.074(1) or 316.075(1)(c)1., as enforced by a traffic infraction enforcement officer under F.S. § 316.0083, presents documentation from the appropriate governmental entity that the traffic citation was in error, the clerk of court may dismiss the case. Pursuant to F.S. § 318.18(15), the clerk of court may not charge for this service.

(e)

An individual may not receive a commission or per ticket fee from any revenue collected from violations detected through the use of a traffic infraction detector. A manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector.

(Ord. No. 2010-09, § 2, 7-13-10)

### **Sec. 35-75. - Owner defenses.**

(a)

The owner of the motor vehicle involved in the violation is responsible and liable for paying the violation notice and traffic citation issued for a violation of F.S. § 316.074(1) or 316.075(1)(c)1., when the driver failed to stop at a traffic signal, unless the owner can establish that:

(1)

The motor vehicle passed through the intersection in order to yield right-of-way to an emergency vehicle or as part of a funeral procession;

(2)

The motor vehicle passed through the intersection at the direction of a law enforcement officer;

(3)

The motor vehicle was, at the time of the violation, in the care, custody, or control of another person; or

(4)

A uniform traffic citation was issued by a law enforcement officer to the driver of the motor vehicle for the alleged violation of F.S. § 316.074(1) or 316.075(1)(c)1.

(b)

In order to establish facts to support his/her defense, as provided above, the owner of the

motor vehicle shall, within thirty (30) days after the date of issuance of the notice of violation or traffic citation, furnish to the appropriate governmental entity an affidavit setting forth detailed information supporting an exemption as provided in this paragraph.

(1)

An affidavit supporting an exemption under subsection (a)(3) must include the name, address, date of birth, and, if known, the driver's license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the vehicle was stolen at the time of the alleged offense, the affidavit must include the police report indicating, that the vehicle was stolen.

(2)

If a traffic citation for a violation of F.S. § 316.074(1) or 316.075(1)(c)1., was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c)

Upon receipt of an affidavit, the person designated as having care, custody, and control of the motor vehicle at the time of the violation may be issued a traffic citation for a violation of F.S. § 316.074(1) or 316.075(1)(c)1., when the driver failed to stop at a traffic signal. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased vehicle for which a traffic citation is issued for a violation of F.S. § 316.074(1) or 316.075(1)(c)1., when the driver failed to stop at a traffic signal is not responsible for paying the traffic citation and is not required to submit an affidavit as specified in this subsection if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

(d)

The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

(Ord. No. 2010-09, § 2, 7-13-10)

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FOOTNOTE(S):

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<sup>(157)</sup> *Editor's note*— Section 2 of Ord. No. 2010-09, adopted July 13, 2010, amended Art. V in its entirety to read as herein set out. Former Art. V pertained to the same subject matter, was comprised of §§ 35-71—35-77, and derived from Ord. No. 2009-08, adopted March 24, 2009; and Ord. No. 2009-17, adopted June 23, 2009. ([Back](#))