VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

Date: November 29, 2007

To: The Honorable Mayor and Members of the Village Council

From: Village Manager Genaro "Chip" Iglesias

Re: RFP Traffic Safety Camera Program

Recommendation

It is recommended that the Village authorize the issuance of our Request for Proposal to be distributed commencing December 5th 2007 with a closing date of January 8th, 2008.

Background

The Village of Key Biscayne, in an effort to promote vehicular safety, and reduce the amount of traffic intersection violations, created Village Ordinance 2007-07 allowing for the use of traffic enforcement cameras at the intersections of Crandon Blvd and Harbor Drive, along with Crandon Blvd and Key Colony Drive. It is anticipated that the use of these cameras will enhance the police department's ability to reduce violations and vehicular crashes without increasing the amount of personnel in the department.

88 West McIntyre Street • Suite 210 • Key Biscayne, Florida 33149 • (305) 365-5500 • Fax (305) 365-8936
MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."
www.keybiscayne.fl.gov

VILLAGE OF KEY BISCAYNE

REQUEST FOR PROPOSAL

RFP TRAFFIC SAFETY CAMERA PROGRAM

ISSUING DATE: Tuesday, December 4, 2007

PROPOSAL OPENING DATE: Tuesday, JANUARY 8, 2008

PROPOSAL OPENING TIME: 2:00 P.M.

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REQUEST FOR PROPOSALS
VILLAGE OF KEY BISCAYNE
RFP TRAFFIC SAFETY CAMERA PROGRAM

The Village of Key Biscayne, Florida, (VILLAGE) is requesting Sealed Proposals from qualified firms to provide a Traffic Safety Camera Program, which will be received at the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, at **2:00 p.m. Tuesday, January 8, 2008** at which time they will be opened and read aloud for:

RFP TRAFFIC SAFETY CAMERA PROGRAM

The Village is inviting the submission of proposals from qualified vendors for a multi-year Traffic Safety Camera Program. The Village intends to have automated traffic safety cameras (also known as red light photo enforcement equipment) installed at arterial intersections where data has shown a high level of violations and/or a frequency of right-angle collisions likely caused by red light running.

Submittals must be received no later than 2:00 p.m. on Tuesday, January 8, 2008 and clearly marked on the outside of package "RFP Traffic Safety Camera Program." Late submittals will not be accepted.

Office of the Village Clerk
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

Interested firms may obtain the Request for Proposals (RFP) package from www.keybiscayne.fl.gov, on or after Tuesday, December 4, 2007. The RFP package contains detailed information about the Statement of Work, Proposal submission requirements and selection procedure from this RFP.

Any or all questions pertaining to the RFP should be directed to the office of the Chief of Police, Chief Charles Press, at the above address, via telephone at 305-365-5503 or via email to cpress@keybiscayne.fl.gov.

The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities and to request new proposals for the required materials or services.

_____
Conchita H. Alvarez, Village Clerk

REQUEST FOR PROPOSAL
RFP TRAFFIC SAFETY CAMERA PROGRAM
GENERAL INFORMATION

A. SCOPE OF SERVICES:

The Village of Key Biscayne, Florida (VILLAGE) is inviting the submission of proposals from qualified vendors for a multi-year Traffic Safety Camera Program. To achieve these goals, the Village will work with the selected vendor to deploy a turnkey program for automated red light enforcement as specified in this RFP.

B. PROPOSAL DUE DATES:

Complete proposals are due on **Tuesday, January 8, 2008** at **2:00 p.m.** Proposals must be received in the Office of the Village Clerk by the date and time indicated. Proposal opening follows immediately after closing of proposal submission deadline at the Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149.

Proposals must be addressed and delivered to:

RFP TRAFFIC SAFETY CAMERA PROGRAM
Office of the Village Clerk
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

C. Questions concerning this RFP should be directed to:

Chief Charles Press
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149
(305) 365- 5503(Telephone)
(305) 365-8937 (Fax)

D. In order to facilitate review of the proposals, each proposer must submit one (1) original plus seven (7) additional copies of the RFP response on or before the submission deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

Tuesday, January 8, 2008 AT 2:00 p.m.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED

BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSAL WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the Village's regular business hours, Monday through Friday, excluding holidays observed by the Village, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Village as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

E. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Contract	Shall refer to the Contract that may result from this Request for Proposals.
Contractor	The organization(s)/individual(s) that is awarded and has an approved contract with the Village for the services identified in this RFP.
Village /Owner	Shall refer to the Village of Key Biscayne, Florida or its designated representative, as applicable.
Council	The term Council as used throughout this document will mean the Village Council of Village of Key Biscayne, Florida.
Due Date & Time	Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.
Evaluation Committee	An advisory committee comprised solely of representatives of the Village established by the Village Manager to review proposals submitted in response to the RFP, score the proposals and recommend a Proposer(s).
FSS or FS	Florida State Statutes.
May	Indicates something that is not mandatory but permissible.

Proposal	Shall refer to any offer(s) submitted in response to this Request for Proposal.
Proposer	Shall refer to anyone submitting a Proposal in response to the Request for Proposal.
Provider or Successful Proposer	Shall refer to the Proposer receiving an award as a result of this Request for Proposal.
Request for Proposal, RFQ or Solicitation	Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the Village and amendments or change orders issued by the Village.
Responsible Vendor	A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
Responsive Bid/proposal	A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
Work, Services, Program, Project or Engagement	Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
Should	Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Village may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand will result in rejection.
Sub-Contractor & Sub-Consultant	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the Village, whether directly or indirectly, on behalf of the Successful Proposer.

SECTION 1

REQUEST FOR PROPOSALS

SUBJECT:	Traffic Safety Camera Program
OPENING DATE & TIME:	**Tuesday, January 8, 2008 @ 2:00 p.m.**
SUBMIT TO:	Office of the Village Clerk Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149

RFP TRAFFIC CAMERA SAFETY PROGRAM

1.1 INTENT

The Village of Key Biscayne, Florida (Village) is inviting the submission of proposals from qualified firms to submit a proposal for a Traffic Safety Camera Program for the Village.

A more complete scope of services is included under the Special Conditions of this proposal.

1.2 CONTRACT PERIOD

The initial contract shall be for a period of up to five (5) years with an option to extend for additional periods upon mutual agreement of both parties.

1.3 PROPOSAL REQUIREMENTS

Proposals must include but need not be limited to, one (1) original and seven (7) copies of the complete Proposal Form including Attachments as follows:

Proposal Form
Respondent's Certification
No Bid or Proposal Response
Agency Reference List
Other References
Proposer's Qualifications
Indemnification Clause
Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes
Business Entity Affidavit
Drug-Free Workplace Affidavit
Anti-Kickback Affidavit
Non-Collusive Affidavit

The Village provided proposal forms, which shall be completed, signed, notarized and certified as to authorization. In addition, the proposal packet shall include a copy of all certificates of insurance or policies.

1.4 VILLAGE'S RIGHTS

The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities and to request new proposals on the required materials or services. The Village Council shall make a final determination and award of proposal(s).

All materials submitted in response to the Request for Proposals become the property of the Village and will be returned only at the option of the Village. The Village has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the Village Clerk's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

1.5 RESERVED

1.6 RESERVED

1.7 PUBLIC ENTITY CRIME/DISQUALIFICATION

Pursuant to Section 287.133(3)(a), Florida Statute all proposers are advised as follows:

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

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SECTION 2

GENERAL CONDITIONS

INTRODUCTION

All proposals must conform to the following terms and conditions.

2.1 PURPOSE OF PROPOSAL

The Village of Key Biscayne, Florida (Village) requests proposals from qualified vendors for a multi-year Traffic Safety Camera Program. The Village intends to have automated traffic safety cameras (also known as red light photo enforcement equipment) installed at arterial intersections where data has shown a high level of violations and/or a frequency of right-angle collisions likely caused by red light running.

The Village intends to secure a source of supply(s) for the service needed at the most responsive and responsible proposal. The Village reserves the right to award the proposal considered to best serve the Village's interests.

Any questions concerning the proposal specifications or any required need for clarification should be made at least five (5) days prior to the date of the proposal opening. No plea of ignorance or delay or required need of additional information shall exempt a proposer from submitting his proposal on the required date and time of day as publicly noted.

Proposer warrants that the terms and conditions quoted in the proposal will be firm for a period of one hundred twenty (120) days from the date of the proposal opening unless otherwise stated by the Village. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to the request for proposal will be just cause for rejection as determined by the Village.

In the event of any conflicts between provisions contained in the General Conditions and Special Conditions, the provisions contained in the Special Conditions shall govern.

2.2 SUBMISSION OF PROPOSALS

Proposers must use the proposal form(s) furnished by the Village. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal.

Proposals having an erasure or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3 CONFIDENTIALITY

The Village will treat all proposals received and the information contained therein, as confidential until unsealed at which time they will become a public record, subject to the Village's right to assert the limited exemption provided by Sec. 119.071 (1)(b), F.S. If there is any apparent conflict between Florida's public records laws and this RFP, the public records law will prevail.

2.4 GUARANTIES

No guaranties or warranty is given or implied by the Village as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for proposal purposes only and will be used for tabulation and presentation of the proposal. The Village reserves the right to reasonably increase or decrease quantities as required.

2.5 DELIVERY

All items shall be delivered F.O.B. destination (i.e., at a specific Village address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted. When practical, the Village may make pick-ups at the vendor's place of business.

2.6 TAXES

Proposer should not include taxes in proposal prices.

2.7 MISTAKES

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk and errors will not release the proposer from his responsibility as noted herein.

2.8 BRAND NAMES

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The Village shall be the sole judge concerning the merits of items proposed as equals.

Provision of any written indication of intent to quote an alternative brand or model number, or designation of objective of the proposal will be considered as a quotation in complete compliance with the specifications as listed, at the discretion of the Village, which would best serve the Village's interest.

2.9 MATERIAL

Acceptance of any materials delivered under this proposal shall remain the property of the seller until accepted to the satisfaction of the Village. In the event material(s) supplied to the Village is found to be defective or does not conform to specifications, the Village reserves the right to return the product(s) to the seller at the seller's expense.

2.10 WARRANTY

Vendor will warrant and maintain all equipment provided to Village through the duration of the initial contract and any extensions approved by mutual consent.

2.11 PRICING

Prices should be stated in units of quantity specified in the proposal specifications. In case of a discrepancy, the Village reserves the right to make the final determination at the lowest net cost to the Village.

2.12 SAFETY STANDARDS

The proposer warrants that the product(s) supplied to the Village conforms in all respects to the standards set forth in the occupational safety and health act and its amendments. Proposals must be accompanied by materials data safety sheets (MDSS.) when applicable.

2.13 PAYMENTS

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

2.14 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where proposers are required to enter onto Village property or public right of way to deliver materials or to perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance required. The proposer shall be liable for any damages or loss to the Village occasioned by negligence of the proposer (or their agent) or any person the proposer has designated in the completion of his contract as a result of the proposal. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County or Village Code, if any. These documents shall be furnished to the Village along with the proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the proposal.

The contractor shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by the Village's Risk Manager. The contractor shall hold the Village, their agents and employees, harmless

on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and specifically name the Village as an additional insured under their policy.

The vendor shall furnish Certificates of Insurance to the Village.

2.15 PAYMENT BOND

The contractor will be required to indemnify the Village for any adverse judicial orders that result in refunding any funds collected for infractions under the Village's ordinance. To secure this indemnification, the contractor will be required to post with the Village a Payment Bond which will protect the Village in the event a court of competent jurisdiction requires the Village to refund any payments made for infractions and contractor does not remit such payments to Village as required by the Agreements. The exact amount of the payment bond shall be determined upon entering into an agreement with the contractor.

2.16 COMPLIANCE WITH LAW

Proposer shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing any services hereunder.

2.17 ASSIGNMENT

The contractor shall not transfer or assign the performance required by this proposal without the Village's prior written consent. Any award issued pursuant to this proposal invitation and monies which may be payable by the Village, are not assignable except with the Village's prior written approval.

2.18 AWARD OF PROPOSAL

The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request new proposals on the required materials or services. The Village also reserves the right to award the contract on a split order basis, group by group or item by item, or such combination as will best serve the interests of the Village unless otherwise stated. The Village also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of proposal (s) shall be made by the Village Council.

2.19 EVALUATION OF PROPOSALS

The Village, at its discretion, reserves the right to inspect any/all proposers' facilities to determine their capability of meeting the Village's needs.

2.20 IDENTICAL (TIE PROPOSALS)

Shall be awarded by the Village in compliance with Florida State Statutes providing for a drug free workplace, and in the event of an identical tie bid, a preference shall be given to a business having a drug free workplace under Florida State Statute 287.087, as amended. Failure to provide proof of compliance when requested shall be just cause for rejection of the proposal as determined by the Village, with the proposer be required to hold the Village harmless for such rejection.

2.21 RESERVED

2.22 HOLD HARMLESS

All proposers shall hold the Village, its officials and employees harmless and covenant not to sue the Village, its officials and employees from their decisions to reject, award or not award a proposal, as applicable.

2.23 CANCELLATION

Failure on the part of the vendor to comply with the conditions, specifications, requirements and terms as determined by the Village, shall be just cause for cancellation of the award, with the vendor holding the Village harmless.

2.24 DISPUTES

If any dispute concerning a question of fact arises under the resulting contract, other than termination for default or convenience, the dispute will be handled by the Village Manager.

2.25 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS

Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of the proposals will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective proposers not later than the established proposal opening date. Each prospective proposer shall acknowledge receipt of such addenda by including it in the proposal form. In case any proposer fails to include such addenda or addendum, his proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the contract documents and each proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all addenda issued before proposals are opened.

Any questions regarding the specifications may be directed to Chief Charles Press, at the Office of the Chief of Police. Under no circumstances will the Village accept facsimile transmissions in lieu of a sealed proposal. Any proposals received in the

facsimile transmission manner will be deemed unresponsive and a "no proposal" will be entered for the proposer.

2.26 DEFAULT PROVISIONS

In case of default by the proposer or contractor, the Village may cancel the service agreements, procure the articles or services from other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

2.27 INDEMNIFICATION

The contractor shall indemnify, save harmless and defend the Village, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this proposal and/or from any procurement decision of the Village including without limitation, awarding the contract to a contractor.

2.28 SECONDARY/OTHER VENDORS

The Village reserves the right in the event the primary proposer cannot provide an item(s) or Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform said service. If the secondary contractor is unavailable, the Village reserves the right to seek and obtain other sources.

END OF THIS SECTION

SECTION 3

SPECIAL CONDITIONS

TRAFFIC SAFETY CAMERA PROGRAM

INTRODUCTION

Proposers are required to read and understand all information contained within the entire proposal package. By responding to this RFP, the proposer agrees to read and understand these documents.

3.1 SCOPE

The Village of Key Biscayne, Florida (Village) requests proposals from qualified vendors for a multi-year Traffic Safety Camera Program. The Village intends to have automated traffic safety cameras (also known as red light photo enforcement equipment) installed at arterial intersections where data has shown a high level of violations and/or a frequency of right-angle collisions likely caused by red light running.

Overall, the goals of the Village's Traffic Safety Camera Program are to reduce the number of fatalities and serious injuries that result from traffic collisions at Village intersections, to improve the safety of motorists and pedestrians at locations where cameras are in place, and to improve overall motorist and pedestrian safety and awareness village- wide through a coordinated outreach and education effort.

To achieve these goals, the Village will work with the selected vendor to deploy a turnkey program for automated red light enforcement as specified below in this RFP.

3.2 PROJECT BACKGROUND

The Village is located in an active motor vehicle traffic area where traffic volumes fluctuate based on seasonal visitors, tourism and activities at venues and attractions in the area, including recreational, sports and entertainment complexes. The Village regularly experiences traffic incidents related to the failure of motorists to obey duly erected traffic control devices, which exposes the citizens to the dangers of personal injury and property damage. The Village is concerned with the inability to sufficiently enforce the state statute prohibiting running of red lights, due mainly to the requirement that enforcement of the state statute requires the personal observation of police officers, affecting the ability to effectively reduce the significant dangers presented to motorists and pedestrians by the failure to stop for a red light.

The use of unmanned cameras to enforce toll violations on the state's toll roads has been determined to be fair, reasonable and sufficient by the State of Florida in order to effectively enforce laws regulating the payment of tolls without the need to commit the extreme amount of personnel that would be necessary without the use of unmanned cameras. The unmanned cameras will likewise be effective in enforcing laws requiring

vehicles to stop for red lights; therefore freeing Village police personnel to respond to others, and sometimes more, significant incidents as well as serious crime.
The Village has recently adopted Ordinance 2007-7 ("Key Biscayne Dangerous Intersection Safety Provisions") to enforce compliance with red lights through a photographic enforcement system. This system will present a cost effective method of gaining compliance. Infractions would be enforced more uniformly through the Village's successful code enforcement system. Red light infractions are among the most common factors in fatalities, injuries and motor vehicle collisions in the United States. A camera would be installed on Village and County streets (upon confirmation of consent from Miami-Dade County), for a trial period at selected locations chosen by the Village. During this trial period, warnings shall be mailed, but notices of infraction will not be, nor will any infractions of the Village Code result in a fine. Upon completion of the trial period, notices of infractions will be issued and violators will be subject to a fine under the Village's code enforcement system.

3.3 SOLICITATION OBJECTIVES

The Village is soliciting qualified proposals for the implementation, administration and servicing of a red light camera program. The contractor will deploy traffic safety camera equipment at designated arterial intersections, covering one (1) to four (4) approaches at each intersection. At selected approaches, up to four (4) lanes will require traffic safety camera enforcement, including any turn lanes. This system should combine vehicle detection and digital imaging technology with a complete turnkey program for supplying, installing, powering and maintaining the cameras including a back office infraction processing service with the ability to:

a) Review images
b) Access motor vehicle registration data
c) Perform final quality control
d) Print and mail notices
e) Monitor disposition of notices
f) Collect fines
g) Provide adjudication support and services

The contracted services shall include all hardware, software, installation, maintenance and operation. This system should be accessible on the Internet by any user with a personal computer, an Internet connection, a web browser and security authorization.

The contract term will be for up to five (5) years with an option to extend for additional periods, all to be specified by contract negotiated with the successful proposer.

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

- Assistance with intersection selection, including establishment of baseline counts of red light violations at an initial set of two (2) candidate intersections. When combined with ongoing statistical monitoring, as detailed below, these baseline data should enable the Village to gauge the impact of automated traffic safety camera enforcement.

- Site design, installation, maintenance and operation of automated camera systems at all selected intersections.
- Processing of data prior to providing access to chargeable violations via secure website to the Police Department for review and authorization of notice of violation (the "NOV") by electronic signature for those events that meet specified criteria.
- Initial mailing of duly authorized NOV to registered vehicle owners for payment.
- Provision of a secure, on-line court module which will enable hearings, adjudication and payment processing.
- Maintenance of an on-line Internet viewing capability for use by Police, Code Enforcement personnel and members of the public who receive violations in the mail.
- Provision of expert testimony at contested Special Master or Court hearings until judicial notice is taken.
- Assistance with development of a public information and community outreach campaign.
- Provision of regular statistical reports of program operations
- Training Village staff involved in implementation of the Program.

Proposed Two (2) candidate intersections:

Crandon Blvd. and Harbor Drive

Crandon Blvd. and Key Colony

For Additional Information:

Charles Press, Chief of Police
Office of the Chief of Police
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149
Telephone: (305) 365-5503
Fax Number: (305) 365-8937

3.4 REQUIREMENTS

The original proposal and seven (7) copies must be submitted to the Village Clerk in a sealed envelope clearly marked: RFP Traffic Safety Camera Program, by 2:00 p.m. on Tuesday, January 8, 2008. The opening of the proposals will take place at 2:00 p.m. on that date in the Office of the Village Clerk.

RFP Due Date: Whether forwarded by mail or personally delivered, the RFP envelope must be received by the Office of the Village Clerk, Village of Key

Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, by 2:00 p.m. on Tuesday, January 8, 2008. Untimely submissions, or submissions delivered to another location, will not be accepted.

The Village will not consider proposals received after the deadline. Any proposals so received after the scheduled closing time shall be returned to the Vendor, unopened. Any dispute over the timeliness of the submission will be resolved against the Vendor. Proposals may be sent by mail or delivered in person; however, if sent by mail, the responsibility for delivering a proposal to the Village before the deadline is wholly upon the Vendor.

The Village is tax exempt as provided by law.

Any proposal may be withdrawn up to the date and time set above as the Deadline for submittal of RFP(s). Any proposal not so timely withdrawn shall constitute an irrevocable Proposal, for a period of one hundred and twenty (120) days to provide to the Village the products and services described in the attached specifications, or until one (1) or more of the proposals have been approved by the Village Council, whichever occurs first. A Vendor may not withdraw its proposal after it is formally opened by a Village representative.

The contract resulting from acceptance of a proposal by the Village shall be in a form supplied or approved by the Village, and shall reflect the specifications in this RFP. The Village reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved as to form and legal sufficiency by the Village Attorney's Office. In the event the selected Proposer and the Village are unable to enter into an agreement satisfactory to both parties, the Village has the right to terminate discussions with the selected Proposer and begin discussions with another Proposer or to proceed in another manner.

3.5 COST

Those submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Village to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Village, or for participating in any selection interviews.

3.6 EVALUATION PROCESS

3.6.1 INITIAL SCREENING (Step 1)

Minimum Qualifications and Responsiveness: The Village Manager has selected a Project Evaluation Team. The Project Evaluation Team will review proposals for initial decisions on responsiveness and responsibility. The top three (3) proposals selected by the Project Evaluation Team

initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

3.6.2 EVALUATION CRITERIA AND WEIGHT (Step 2)

The Project Evaluation Team will interview the top three (3) Proposers and will evaluate proposals using the criteria herein. Responses will be scored and ranked in accordance with the weighting specified in the following table.

Evaluation Criteria and Weight:

Response to Requirements of RFP;	20
Experience, Proven Delivery Capability and Current References;	15
Service; Support; Training;	15
Total Evaluated Cost/ Value of Offer;	20
Financial Strength of Vendor	10
Features of System	15
Installation Time Frame	5
TOTAL POSSIBLE	**100**

3.6.3 SITE VISITS

Site visits to vendor's processing centers and/or cities where systems are in use may be made at the Village's discretion.

3.6.4 SELECTION PROCESS

The Project Evaluation Team will rank the vendors and make a recommendation to the Village Manager. The Village Manager will then make a final recommendation to the Village Council and reserves the right to reject any or all proposals, to waive any informality, irregularity or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Village.

3.7 PROPOSAL FORMAT AND CONTENT

3.7.1 PRESENTATION

Proposals shall be typed, double-spaced and submitted on 8 ½" x 11" size paper, using a single method of fastening. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narratives are discouraged and presentations should be brief and concise. Proposals should not exceed forty (40) pages in length, excluding any appendices.

Each Vendor must present its products, services and applicable features in a clear and concise manner that demonstrates the Vendor's capabilities

to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the product and services.

3.7.2 LETTER OF TRANSMITTAL

The Letter of Transmittal shall be addressed to: Village Manager and must, at a minimum, contain the following:

a) Identification of Vendor, including name, address and telephone number.
b) Acknowledgment of receipt of all RFP addenda, if any.
c) Name, title, address and telephone number of contact person during period of proposal evaluation.
d) A statement confirming that the proposal shall remain valid for a period of not less than 120 days from the due date of proposals.
e) Certification that Vendor has reviewed and is familiar with applicable law on red light camera enforcement, including, without limitation, Florida Statutes, Florida Attorney General Opinion 05-41 and Village Ordinance 2007-7 ("Key Biscayne Dangerous Intersection Safety Provisions"), and Vendor believes that its system complies with these provisions of law.
f) Signature of a person authorized to bind Proposer/Vendor to the terms of the proposal.

3.8 VENDOR QUALIFICATIONS AND EXPERIENCE

This section of the proposal should establish the ability of the Vendor to satisfactorily perform the required work based on its experience in performing work of a similar nature; list of locations currently using this program or have used this program, demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load, and record of meeting schedules on similar projects.

3.9 NO CONTINGENT FEE

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the agreement 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 other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the Village shall have the right to terminate the agreement, without liability, at its discretion.

3.10 ATTORNEY'S FEES

If the Village incurs any expense in enforcing the terms of the agreement whether suit be brought or not, contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

3.11 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS

Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of the proposals will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective proposers not later than the established proposal opening date. Each prospective proposer shall acknowledge receipt of such addenda by including it in the proposal form. In case any proposer fails to include such addenda or addendum, his proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the contract documents and each proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all addenda issued before proposals are opened.

3.12 BASIS OF AWARD

Award will be made to the most responsive and responsible proposer. Evaluation criteria, in addition to those contained in Sections 2.18 through 2.21 of the General Conditions, are the evaluation factors listed in Section 3.6.2 above.

3.13 CONTRACT CONTINUITY

In the event services are scheduled to end either by contract expiration or by termination by the Village (at the Village's discretion), it shall be incumbent upon the contractor to continue the service, if requested by the Village, until new services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing contract.

3.14 LICENSING

The successful proposer shall be licensed and certified by all appropriate State and Local agencies. The contractor shall procure; at it's own expense, all necessary licenses and permits. The contractor shall conform to all applicable laws, regulations, or ordinances of the State, County and City.

3.15 INSURANCE

A. The contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following required insurance policies:

1) A business automobile policy that covers any auto used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily injury/property damage liability shall be $500,000.00 per occurrence.

2) A comprehensive general liability policy with minimum coverage limits of $1,000,000.00 for bodily injury and property damage per occurrence.

3) A workers' compensation and employer's liability policy, which covers all of the contractor's employees to be engaged in work on this contract as specified by, and in accordance with, F.S.S. 440.

B. The Village shall be named as additional insured on policies listed as 1 – 2 of the contractor's above required policies of insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the Village Manager.

C. The contractor agrees to indemnify, defend and hold harmless the Village from and against any and all claims, suits, judgments, executions and/or liabilities as to bodily injuries and/or property damages which arise or grow out of this contract or contractor's performance or operations hereunder.

D. Copies of all policies or certificates of such insurance shall be delivered to the Village, and said documentation shall provide for the Village to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

E. The contractor shall also, upon request by the Village, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

3.16 CONTRACTOR'S RELATION TO THE VILLAGE

It is expressly agreed and understood that the contractor is in all respects an independent contractor as to all work hereunder, and that the contractor is in no respect an agent, servant or employee of the Village. This contract specifies the work to be done by the contractor, but the method to be employed to accomplish this work shall be the responsibility of the contractor, unless otherwise provided in the contract.

3.17 DISCRIMINATORY PRACTICES

The contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

3.18 REFERENCES

The Vendors must provide three (3) references from government entities in which it is currently doing business and with which it has at least a three (3) year history. The references must be of Red Light Photo Enforcement programs. The Vendor must identify all government entities in Florida with which it has an agreement at the time of submission.

3.19 NONCONFORMANCE TO CONTRACT

The Village may withhold acceptance of, or reject items or services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their own expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Village shall have the right to dispose of them as its own property. Rejection for nonconformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in the contractor being found in default.

3.20 FINANCIAL STATEMENT

Vendors must provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Vendor's ability to complete the project. **Recognizing the substantial capital required to support this type of program, only Vendors with a history of profitability will be considered. (Minimum of 4 consecutive quarters of demonstrated profitability as referenced by audited financial statements).**

Also, provide an organization chart which includes all firms (joint venture partners, if any, subcontractors, etc); their relationship in terms of proposed services, key personnel involved, and the specific role of each of the firms in a team or joint venture.

3.21 RESPONSES

Vendors should be clear and concise in addressing each of the Technical Requirements listed in this proposal.

3.22 FINANCIAL RETURN TO VILLAGE

Vendors must provide a clear and concise breakout of anticipated revenues to be received by the Village and project costs to include installation, maintenance, training, support as well as the actual hardware. This should include a description of how payments will be made to the Village. Vendor's approach must be to assure that the program succeeds in its primary mission of reducing traffic accidents related to red light violations while avoiding any expense being placed upon the Village beyond the limits of the revenues which are produced by the system.

3.23 INSTALLATION TIME FRAME

It is the desire of the Village to begin implementation of this program in a timely manner. Explain how long installation and training will take in order to meet that goal.

END OF THIS SECTION

SECTION 4

TECHNICAL SPECIFICATIONS

4.1 RED LIGHT CAMERA SYSTEM

Vendor shall provide and install all equipment including, but not limited to, poles, cabinets and related operational equipment at the selected intersection(s).

4.1.1 Explain why the vendor's red light camera technology is the best solution for the Village of Key Biscayne, Florida (Village).

a) Does it detect more actual infractions?

b) Does it capture clearer images?

c) Does it convert more actual infractions into usable/enforceable images?

4.1.2 Provide a list, with photos and dimensions of all major equipment (e.g., cameras, flash or lighting units, cabinets [including generally what the cabinets contain], what will be installed at a two (2) approach, up to a five (5) lane intersection that may require both left and right turn monitoring). Strong preference will be given to systems that do not require additional cabinetry aside from that which houses the cameras. ***All systems must be non-intrusive to roadway or transportation signal cabinetry.***

4.1.3 Does the system at any time photograph or image the driver of the vehicle?

4.1.4 Use of a high quality digital camera system with an output in excess of 10 million pixels per image is required. Vendor must detail the image quality specifications and provide real sets of infraction image examples captured in daytime, nighttime, during inclement weather and during times where sunlight is pointing in the direction of the camera.

4.1.5 The equipment should be capable of gathering traffic data for statistical analysis. Copies of sample reports shall be attached.

4.1.6 The equipment shall be capable of deployment in a wide range of operating conditions; (e.g., heavy traffic volumes, adverse weather conditions, road surface configurations, etc., and across five (5) moving lanes of traffic).

4.1.7 **The equipment shall provide a reliable non-intrusive, non-physical connection to the red phase signal.**

4.1.8 **The system must provide at least three (3) digital color still images of each violating event.** The images must be taken so that the rear of the vehicle and license plate are captured and are readable. The first (1st) image shall capture the vehicle before the front wheels strike the legal infraction limit line. The second (2nd) image shall capture the vehicle after the rear axle has crossed the crosswalk or legal limit line. The third (3rd) one shall depict a close up of the license plate. Preference will be given for the ability to capture a short duration video of the infraction.

4.1.9 **The camera system shall record data pertinent to each infraction at the time of capture.**

4.1.10 **Data shall be recorded in a flexibly configured data bar that is embedded with each scene, license plate and stop bar detection images that may be used to prove the infraction.** The data bar shall include, but is not limited to, the following information for each infraction:

a) Does it detect more actual infractions?

b) Unique infraction identifier incorporating the Village ;

c) Location of infraction;

d) Date (MM/DD/YYYY);

e) Time of the infraction in 24 hour clock including hours, minutes and seconds;

f) Elapsed time between images;

g) Direction of travel;

h) Traffic signal phase;

i) Time into the red phase displayed in thousandths of a second;

j) Duration of the prior amber phase;

k) Vehicle lane of travel;

l) Camera ID; and

m) Frame sequence number.

4.1.11 **Explain how the image and infraction data is secured and transmitted to the processing center.**

4.1.12 Explain how the proposed system can compensate for the effects of license plate covers.

4.1.13 Explain how the proposed system can compensate for the effects of reflective material on license plates.

4.1.14 **The system must provide an ancillary video system as supporting information to the infraction provided by the still images.** The video must be full motion at the rate of thirty (30) frames per second or greater and allow aperture adjustment.

4.1.15 **Each imaging unit's operation shall be microprocessor controlled and fully automatic.**

4.1.16 **The Camera System shall be capable of on-site or remote activation and maintenance support.**

4.1.17 **The Camera System shall perform self-test on set-up; simulate a infraction being recorded for testing; communicate error messages; record date and time of system shutdown in the event of a malfunction.**

4.1.18 **The Camera System shall allow a malfunction to be easily identified and debugged on-line.**

4.1.19 **The Camera System shall record event-specific evidence to substantiate multiple, simultaneous and/or concurrent infractions occurring during any red signal phase** (Sample infraction images to demonstrate this capability are required as part of this proposal).

4.1.20 **System shall provide 24/7 "live" intersection monitoring and viewing capabilities.**

4.1.21 **All camera system component operations must be synchronized to a single, standard, independent, external and verifiable time and date source.**

4.1.22 **The selected Vendor must propose more than one vehicle detection method (In-ground loops will not be considered).** Explain the vehicle detection methods that can be used by the proposed system, including the benefits and limitations of each (if more than one is offered).

4.1.23 Red light camera enclosures must be tamper proof and vandal proof.

4.1.24 Preference will be given to systems that require the least infrastructure at the Intersection.

4.1.25 **Red light camera enclosures must be as small as possible and use as little power as possible.** State the size of the red light camera system enclosure and the normal power draw of the system, including the power usage during the flash phase.

4.1.26 **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.

4.1.27 **Vendor shall state installation and construction times for a generic intersection, as well as how power is provided to the equipment.**

4.1.28 **The Vendor's system shall be able to simultaneously monitor traffic in up to five (5) lanes.**

4.1.29 **In addition to monitoring straight-through infractions, the system shall be capable of detecting and recording evidence of left and right turn infractions, regardless of vehicle speed (please reference program).** Explain how your system captures illegal right-turn-on-red movements.

4.1.30 **Describe the proposed disaster recovery plan for the Network, including the expected response to equipment malfunctions under normal condition and within a disaster.**

4.2 INFRACTION PROCESSING

4.2.1 **Explain why the Vendor's infraction processing system is the best choice for the Village.**

4.2.2 **There shall be no requirement to install Vendor processing software on Village -owned/ maintained IT systems.**

4.2.3 **Vendor's infraction processing system shall allow the Village a detailed view into all of the information related to the program.**

4.2.4 **All access to the infraction processing system for the purpose of pre-processing evidence, police authorization, notice printing, payments tracking and generation of special master evidence packages shall be Internet enabled and shall be available 24/7 for authorized users.**

4.2.5 **The infraction processing system shall provide the following functions:**

a) Web-enabled access and operation;

b) Secure user log-in and access;

c) Automatic presentation of images and data captured by the camera system onto review PC's;

d) Easy review of infraction evidence against regulations;

e) Ability to both "play" full motion video and view multiple scene and plate images;

f) Ability to view each image as a full screen enlargement with a single click;

g) Ability to view all original images;

h) Ability to "crop" a license plate image area from the optimal license plate image in the multiple-image license plate set to establish vehicle ID, and subsequently print the cropped plate area image to the notice;

i) Ability to "accept" or "reject" infraction sets and record rejection reasons;

j) Ability to generate printed warning letters (during the first ninety [90] days of the program at the Village's discretion);

k) Ability to automatically generate printed infraction notices;

l) Ability to store and archive all processed infraction evidence into a secured database;

m) 24/7 ability to access any stored infraction image from the system's database subject to agreed archive rules;

n) 24/7 ability to request and immediately view Special Master Evidence Package image sequences displayed as video or as individual high resolution still shots, or send images to print locally;

o) 24/7 ability to immediately request, view and print both standard and user-defined reports;

p) Secured Access Control and automatically generated Electronic Audit Trails; and

q) Encryption and decryption management.

4.2.6 Vendor system shall be capable of:

a) Preparing and mailing one notice letter for all chargeable infractions to vehicle owners.

b) Preparing and mailing a second notice for any infractions that remain unpaid as of their due date.

c) Upon notification by Village, preparing and mailing Notices of Hearings to violators whose fines are not paid within thirty (30) days of mailing of second notice.

4.2.7 **Infractions for which registered owner data is available shall normally be issued within seven (7) business days after police review of the incident.** Initial notice letters described in Section 4.2.6(a) shall not be sent until Vendor is advised to do so by the Village.

4.2.8 **Explain system for obtaining vehicle ownership information so that Notices of Infractions are sent accurately and reliably to registered owners of vehicles committing infractions, and the role, if any, of the Village in obtaining or confirming that ownership information.**

4.3 STATISTICAL ANALYSIS AND REPORTING SYSTEMS

4.3.1 **Systems with the capacity to produce statistical analysis of camera locations and operations will be preferred; including, at minimum:**

a) Hours of use per camera by operational site;

b) Results achieved by each camera by site;

c) Offenses recorded by site; and

d) Traffic counts by lane, date and hour;

e) Ability to do ad hoc reports on all data.

4.3.2 **The Vendor's Processing system shall be capable of immediately generating operations reports 24/7 including:**

a) Number of infractions recorded;

b) Count of infractions where notices not prepared;

c) Notices prepared and mailed; and

d) Status of notices issued (outstanding, canceled, reissued and so forth).

4.3.3 **The Vendor system shall also supply reports of:**

a) Camera equipment hours of service and hours lost; and;

b) Number and description of camera or other equipment malfunctions.

4.3.4 The Vendors system shall be capable of providing Infraction and Traffic Statistics as follows:

a) Real-time traffic volume and vehicle counts; and;

b) Real-time infraction graphs and chart by:

i) individual lane;
ii) time of day; and
iii) day of week.

4.3.5 Preference will be given to systems, that can analyze results obtained from each camera location to show the prosecutable image rate (e.g., the number of notices issued compared to the number of infractions captured) and the traffic count statistical information.

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

4.3.7 The monthly report shall indicate the following:

a) The number of events detected, notices/infractions issued and prosecutable image rate by location and in total;

b) The total number of infractions that occurred and percentage of total vehicle traffic by lane; and

c) The total number and percentage of rejected images by reason.

4.4 IMAGE TRANSMISSION SECURITY AND DATA STORAGE

4.4.1 Vendor must provide for image and data security that shall prevent unauthorized persons from accessing the camera images and databases and tampering with images (explain methodology).

4.4.2 The Vendor must store all enforceable images produced by cameras for no less than 180 days after final disposition or greater duration requested by Village.

4.4.3 Vendor shall provide an evidence package for any contested violations.

The package shall consist of:

a) All issued and disputed notices to the party;

b) A violation history report;

c) A correspondence file; and

d) A payment history.

4.4.4 **Vendor will maintain a proper chain of evidence that meets the needs of Village, and hearing officers and court functions.**

4.4.5 **Vendor will provide a qualified expert witness who is knowledgeable on the theory, operation and functional capabilities of the red light camera unit.**

4.5 MAINTENANCE, SUPPORT AND TRAINING

4.5.1 **All maintenance of camera, video, sensors, computer and related equipment shall be the responsibility of the Vendor.** This shall include provisions of electricity or other sources of power to the equipment at Vendor's expense.

4.5.2 **Vendor shall guarantee to repair or replace any inoperable equipment within 72 hours of detection by the Vendor or notification by the Village.**

4.5.3 **Describe the proposed standard process for how often the cameras systems will be visited for maintenance and inspection.** Explain what occurs during a maintenance and inspection visit.

4.5.4 **Vendor must provide ongoing training support for their product.**

4.5.5 **Provision of hands-on training as necessary to personnel as required by the Village.**

4.5.6 **Vendor shall furnish training materials.**

4.6 OPERATIONS AND PUBLIC AWARENESS

4.6.1 **Describe the Project Management Approach and how it will ensure a successful project for the Village.**

4.6.2 **Present the skills and qualifications of the Project manager candidate and the team surrounding that candidate.**

4.6.3 **Present the proposed time-line that will allow the program to become operational for the introductory period and for the issuance of actual notices of violations and imposition of fines.**

4.6.4 **Describe the extent of the Village staff's involvement in the project. Provide a list of Village requirements.**

4.6.5 Vendor will provide assistance with the content and design of a public education program and associated materials to be funded by the Village and implemented by the Public Affairs unit of the Village.

4.6.6 Vendor will support the Village by training staff on how to present the Vendor's systems at public seminars or presentations. The Vendor will provide staff for public forums as necessary.

4.7 FEES AND SCOPE OF WORK FOR PRICING

4.7.1 The price proposal shall be based on the assumption of implementation of a minimum of two (2) intersections for five (5) years with an option to extend the contract for two (2) additional two (2) year periods. For comparative purposes, it shall be based on the Scope of Services indicated. The actual duration of the term will be addressed by contract negotiated with the successful proposer.

4.7.1.1 The price proposal shall include both : (1) an approach by which the Contractor obtains its compensation for all equipment and services by charging Village a flat fee for each red zone infraction violation for which a fine is finally assessed upon, and (2) an approach by which the Contractor obtains its compensation for equipment and services by receiving a designated percentage of Village fines collected directly from the red zone infraction violation enforcement program, with the desired approach or approaches to be selected by the Village and set forth within the final Agreement.

4.7.2 Vendor shall provide a project manager for the project as the single point of contact of the Village.

4.7.3 Vendor shall provide intersection design and installation plans for review and approval by the Village and Miami-Dade County Traffic Engineering if applicable.

4.7.4 Vendor shall install and maintain installed cameras.

4.7.5 Vendor shall be responsible for loading, optimizing and license plate data entry processing of images for review (final review to be processed by authorized Village police personnel).

4.7.6 Vendor will prepare the notice letters referenced in Section 4.2.6 for all chargeable infractions and will mail such notice letters to vehicle owners. The Vendor shall include a return envelope for payments with all notice letters.

4.7.7 Infractions for which registered owner data is available shall be issued within the legally required number of days of the infraction event date.

4.7.8 Vendor may be asked to provide all required notice processing supplies including, paper, envelopes, postage, toner and any and all notice printing supplies.

4.7.9 Notices shall include one set of images and a license plate image, as well as instructions as to viewing the alleged infraction through the internet.

4.7.10 Vendor shall provide a means for the fines to be paid on-line by credit or debit card.

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

4.7.12 Vendor shall provide for a third party collection service for the collection of delinquent accounts, at Village discretion.

END OF THIS SECTION

SECTION 5

ADDITIONAL INFORMATION

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

END OF THIS SECTION

SECTION 6

PROPOSAL FORMS

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

PROPOSAL FORM

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 120 days after opened by the Village in order to allow the Village adequate time to evaluate the proposals.

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Village of Key Biscayne or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Addendum # ___ Dated _____
Addendum # ___ Dated _____
Addendum # ___ Dated _____

Attached hereto are the following forms/documents which form a part of this proposal:

Attachments

Proposal Form
Respondent's Certification
No Bid or Proposal Response
Agency Reference List
Other References
Proposer's Qualifications
Indemnification Clause
Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, On Public Entity Crimes
Business Entity Affidavit
Drug-Free Workplace Affidavit

Anti-Kickback Affidavit
Non-Collusive Affidavit

_____
NAME OF BUSINESS

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

_____

_____

CITY, STATE, ZIP CODE
(____) _____
TELEPHONE NUMBER

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

(if Corporation)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

RESPONDENT'S CERTIFICATION

CERTIFICATE
(if Corporation)

STATE OF)
) SS
COUNTY OF)

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

a corporation existing under the laws of-the-State of _____,

held on _____, 20___, the following resolution was duly passed and adopted:

RESOLVED, that, as _____of the Corporation, be and is hereby authorized to execute the proposal dated, _____, 20____to the Village of Key Biscayne from this corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation on this the _____ of _____, _____

_____

Secretary

(SEAL)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

RESPONDENT'S CERTIFICATION

CERTIFICATE
(if Partnership)

STATE OF)
) SS
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the_____

_____

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

"RESOLVED, that _____, as_____of the Partnership, be and is hereby authorized to execute the proposal dated _____, 20___, to the Village of Key Biscayne from this partnership and that his execution of thereof, attested by the_____shall be the official act and deed of this Partnership."

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

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

_____
Secretary

(SEAL)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

"NO BID or PROPOSAL" RESPONSE

If your firm is unable to submit a proposal, please complete and return this form prior to date shown for receipt of proposal, and return to:

VILLAGE OF KEY BISCAYNE

We have declined to propose on **RFP TRAFFIC SAFETY CAMERA PROGRAM**, for the following reasons:

_____We do not offer this service/product

_____Our schedule would not permit us to perform

_____Unable to meet specifications

_____Unable to meet bond/insurance requirements

_____Specifications unclear (please explain below)

_____Other (please specify below)

REMARKS_____

_____

_____

_____
Typed Name and Title

_____
Company Name

_____
Address

_____
Business Phone Fax Number

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

AGENCY REFERENCE LIST

Please list five (5) **Governmental Agency** contract references for which you have done business within the past three (3) years, if available:

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

REFERENCES (continued)

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Attach additional sheets if necessary.

If there are less than five (5) agencies listed above, complete Attachment B-1 to bring the total number of references to at least five (5).

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

OTHER REFERENCES

Please list **NAME OF COMPANY, ADDRESS, PHONE NO., AND CONTACT PERSON AT COMPANY** of any other Non-Governmental entities for which you have done business within the past three (3) years:

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

OTHER REFERENCES (continued)

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Note: The total number of references contained on Agency References and Other References must total at least five (5).

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

PROPOSER'S QUALIFICATIONS

(Page 1 of 3)

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: _____

Address: _____

_____

Principals: _____ Titles: _____

_____ _____

_____ _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES_____ NO_____

b. List Principals Licensed:

Name(s):_____ Title:_____

_____ _____

Remarks:_____

_____

3. How long has your company been in business and so licensed?_____

PROPOSER'S QUALIFICATIONS (continued)

4. If Proposer is an individual, corporation or a partnership, answer the following:

   a. Date of Organization _____
   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

   _____

   c. State whether general or limited partnership: _____
   d. State whether a corporation _____. Date and place of incorporation_____.

   If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

   _____

   _____

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

   _____

   _____

   a. Under what other former names has your organization operated?

   _____

   _____

7. a. Has your company ever failed to complete a bonded obligation or to complete a contract?

   YES_____ NO_____

   a If so, give particulars including circumstances, where and when, name of bonding company, name and address of Village and disposition of matter:

   _____

   _____

PROPOSER'S QUALIFICATIONS (continued)

b. Are you now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

_____

_____

8. a. List the pertinent experience of the key individuals of your organization; (continue on insert sheet, if necessary).

_____

_____

_____

b. State the name of the individual(s) who will have personal supervision of the work:

_____

_____

_____

9. List name and title of persons in your company who are authorized to enter into a contract with the Village of Key Biscayne, Florida for the proposed work should your company be the successful Proposer.

Name _____ _____ _____

Title _____ _____ _____

10. Describe your Company's experience in providing services to other police agencies similar to the comprehensive service to be provided herein.

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Village Council, the Village of Key Biscayne and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

_____	_____	_____
Proposer's Name	Signature	Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this _____day of _____, 20_____.

_____
NOTARY PUBLIC

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the **VILLAGE OF KEY BISCAYNE, FLORIDA**
   By: _____
   (print individual's name and title)
   For: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

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

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

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

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

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person

who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

_____

Signature

Sworn to and subscribed before me this _____ day _____, 200__

Personally known _____

_____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of

_____

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

BUSINESS ENTITY AFFIDAVIT

(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Key Biscayne ("Village ") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
		%
		%
		%

BUSINESS ENTITY AFFIDAVIT (continued)

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

_____

_____

_____

_____

_____ _____

Signature of Affiant *Date*

_____

Print Name

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally known _____ _____

OR _____ *Notary Public*

Produced identification _____ Notary Public – State of _____

_____ My Commission expires:

Type of identification

_____

Printed, typed or stamped commissioned

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) 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.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

DRUG-FREE WORKPLACE AFFIDAVIT (continued)

3) 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.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATE STATUTE 287.087

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

_____

Vendor's Signature

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires: _____

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS

RFP TRAFFIC SAFETY CAMERA PROGRAM

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (continued)

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

By:_____

_____
(Printed Name)

_____
(Title)

NON-COLLUSIVE AFFIDAVIT (continued)

ACKNOWLEDGMENT

STATE OF FLORIDA }
} SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20___.

My Commission Expires:

_____
Notary Public State of Florida at Large