

## CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 12<sup>th</sup> day of October 2020 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and REKOR RECOGNITION SYSTEMS, INC., a Maryland corporation (herein the “**CONTRACTOR**”).

### WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider of Automated License Plate Reader (ALPR) Systems (herein the “**Contract Items**”), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

#### **1.00 SCOPE OF CONTRACT**

The CONTRACTOR is to furnish the services and/or products as specified in the Request for Proposal issued by the TOWN under No. RFP 2021-001 Re-Solicitation – Automated License Plate Reader (ALPR) System (herein the “**Request for Proposal**”) and any amendments thereto. The Request for Proposal and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

#### **2.00 TERM OF CONTRACT**

The period of this Contract shall be for twenty-four (24) months, beginning on October 12, 2020 and ending on October 11, 2022. This Contract may be extended by the TOWN for three (3) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

#### **3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its proposal to the TOWN at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the TOWN under Section 4.00 of this Contract (“Additional

Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. **Payment of Compensation.** All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN’S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Request for Proposal number.

#### **4.00 ADDITIONAL SERVICES**

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

#### **5.00 NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

#### **6.00 CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

#### **7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

**19.00 PERMITS, LICENSES AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

**20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

**21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

**22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

**23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

**24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

**25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

#### **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

#### **15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

#### **16.00 SAFETY MEASURES**

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

#### **17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

#### **18.00 ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract

death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. Errors and Omission Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Errors and Omissions Liability coverage in the amount of Five-Hundred Thousand Dollars (\$500,000) for miscellaneous errors and omissions damages when called for in the Request for Proposal.

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

### **13.00 ATTORNEY'S FEES**

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

## **8.00 TERMINATION**

8.01. Termination Generally. Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

8.02. Pending Lawsuit Against CONTRACTOR. CONTRACTOR acknowledges that it is a party defendant to a lawsuit alleging patent infringement and which is pending in the United States District Court for the District of Maryland, Docket No. 1:20-cv-00465-SAG (“the Patent Lawsuit”). Accordingly, CONTRACTOR agrees that, within three (3) business days of any ruling and/or judgment in the Patent Lawsuit, it shall notify TOWN of the same in writing. CONTRACTOR further agrees that it shall notify the TOWN in writing of any appeal of said lawsuit, as well as any decision and/or judgment rendered on appeal (whether adverse or otherwise), within three (3) business days of its entry.

## **9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Proposal. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN’S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Request for Proposal. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

## **10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury,

- (i) To: Town of Collierville  
500 Poplar View Parkway  
Collierville, TN 38017  
Facsimile: (901) 457-2207
  
- (ii) To: Rekor Recognition Systems, Inc.  
7172 Columbia Gateway Dr. Suite 400  
Columbia, MD 21046  
Facsimile: N/A

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

#### **26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### **27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

#### **28.00 OTHER INSTRUMENTS**

Contract GS-21-01132

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

WITNESS THE DUE EXECUTION HEREOF

**TOWN OF COLLIERVILLE,  
TENNESSEE**

By:   
Stan Joyner, Mayor

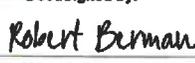
ATTEST:  
By: 

Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT  9-29-2020  
ne

Director of Ge ral Services

**REKOR RECOGNITION SYSTEMS,  
INC.**

DocuSigned by:  
  
CFCCB38A9FFA423...

By: Robert Berman

Its: President

CONTRACTOR's Mailing Address:  
7172 Columbia Gateway Dr. Suite 400  
Columbia, MD 21046

CONTRACTOR's Telephone Number:  
(443)557-0200

CONTRACTOR's Facsimile Number:  
N/A

*hub  
9/29/20*

**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor  
James H. Lewellen, Town Administrator  
Mark Krock, Finance Director  
Derek Honeycutt, Director of General Services  
Mandy Bajusz, Procurement Manager



**REQUEST FOR PROPOSALS**

**RFP DESCRIPTION: RE-SOLICITATION --AUTOMATED LICENSE PLATE  
READER (ALPR) SYSTEM**

**RFP NUMBER: RFP2021-001**

**DUE DATE: No Later Than**

**2:00:00 P.M.**  
**(Local Time)**

**WEDNESDAY**  
**(Day)**

**JULY 29, 2020**  
**(Date)**

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INVITATION TO SUBMIT  
REQUEST FOR PROPOSAL FOR  
RE-SOLICITATION - AUTOMATED LICENSE PLATE READER (ALPR) SYSTEM  
RFP #2021-001

Dear Proposer:

The Town of Collierville is requesting the submittal of REQUEST FOR PROPOSALS (RFP) from qualified VENDORS interested in providing an Automated License Plate Reader (ALPR) System with accompanying maintenance agreements for the Collierville Police Department.

You are invited to submit a proposal. **Please structure your proposal in accordance with the requirements and specifications outlined in this Request For Proposal. Any deviations, additions or deletions should be so noted.** Your proposal should address the issues and requirements **in order** as outlined on the following pages.

**Five (5) copies of your proposal and any supporting documentation must be received by 2:00:00 P.M. (local time), on July 29, 2020. PROPOSALS RECEIVED AFTER THIS TIME AND DATE WILL NOT BE CONSIDERED.** A pre-proposal conference is not applicable for this solicitation and will not be conducted. Written clarification requests must be submitted no later than June 26, 2020.

If you have any questions concerning this Request for Proposal, please contact Terri Spears, Procurement Specialist, at (901) 457-2253, FAX (901) 457-2258 or [tspears@colliervilletn.gov](mailto:tspears@colliervilletn.gov).

Proposals shall be submitted in a sealed envelope, addressed as follows:

Town of Collierville  
Attn: Procurement Manager RFP 2021-001  
500 Poplar View Parkway  
Collierville, TN 38017

Sincerely,

Derek Honeycutt  
Director of General Services

**TOWN OF COLLIERVILLE PROCUREMENT DIVISION****NOTICE OF PROPOSAL LETTING**

RFP Specification and Contract Number: 2021-001

**Proposal Title: RE-SOLICITATION - AUTOMATED LICENSE PLATE READER (ALPR) SYSTEM****Proposal Due Time & Date: 2:00 P.M. WEDNESDAY, JULY 29, 2020****Performance/Payment Bond: Not Required****Pre-Proposal Conference: Not Applicable****Conference Location: 500 Poplar View Parkway, Board Chambers, Collierville, TN 38017****Deadline for Written Questions: JULY 24, 2020****PLEASE MARK THE RETURN ENVELOPE:**

1. Name of Proposer
2. RFP Number
3. Title of Proposal
4. Proposal Due Date and Time

**RETURN PROPOSALS TO:**

Town of Collierville  
ATTN: Procurement Manager  
500 Poplar View Parkway  
Collierville, TN 38017

***PROPOSALS SUBMITTED LATE, BY FAX OR E-MAIL WILL NOT BE ACCEPTED*****Please return the entire document intact.**

## REQUEST FOR PROPOSALS

### RE-SOLICITATION - AUTOMATED LICENSE PLATE READER (ALPR) SYSTEM FOR THE TOWN OF COLLIERVILLE, TENNESSEE

#### SECTION I: INTRODUCTION

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##### 1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the Town's minimum requirements, solicit proposals, and gain adequate information by which the Town may evaluate the services offered by Proposers.

The Town of Collierville, Tennessee, located approximately twenty miles east of Memphis, Tennessee hereinafter referred to as the Town, intends to secure a contract for the lease of a fully hosted Automated License Plate Reader (ALPR) System with accompanying multi-year equipment and software maintenance agreements if applicable. Special consideration may be given to proposers that can expedite delivery and installation of the cameras and system.

##### 1.2 Scope of Services

The Collierville Police Department (CPD) is soliciting proposals for the lease of stationary cameras, hardware, subscription and all other necessary items for a fully hosted Automated License Plate Reader (ALPR) system. The ALPR System would include the cameras and all its hardware, as well as, storage and management software, installation as needed, training, maintenance, and support and warranty. The Town has mandated deadlines for this project, thus after selection of the finalists, may request an expedited demonstration schedule. The System must meet the requirements as detailed below.

##### 1.3 Automated License Plate Reader (ALPR) System Specifications

###### 1.3.1 Proposer Qualifications and Requirements

**The proposer must demonstrate within their proposal the ability to meet or exceed proposal requirements.**

1.3.1.1 Proposers and their ALPR system must be National Crime Information Center (NCIC) and Criminal Justice Information Services (CJIS) approved.

1.3.1.2 Proposer shall declare if their system is of a proprietary data format type or if the data format is standardized.

1.3.1.3 The successful proposer shall detail the storage and access capabilities of the cloud-based data base system. This shall include the details on the security of data transmissions, and the length of the time for retention of data.

1.3.1.3.1 The proposer shall indicate in their proposal if any Town-owned operating systems or servers are required for the successful operation of the proposed ALPR system.

1.3.1.3.2 The successful proposal will detail if the gathered data is encrypted, the encryption levels and the responsible party for encrypting data.

- 1.3.1.3.3 The successful proposer will detail processes to mitigate risk as a result of, and to prevent, the misconfiguration of cameras and the reporting database that may result in data leakage.
- 1.3.1.4 The proposal shall detail if this data is shared outside of law enforcement agencies, and if so, in what manner and to whom.
- 1.3.1.4.1 The Town of Collierville does not intend to sell or exchange data with any non-law enforcement agencies or organizations.
- 1.3.1.3 The successful proposer shall detail system warranties, and system/equipment maintenance agreements within their proposal.
- 1.3.1.3.1 The annual subscription cost after the initial contract term of two (2) years and annual maintenance warranties for the installed cameras shall be detailed on the Cost Proposal, Attachment 9.3, Item 2 and Item 3, respectively by unit price.
- 1.3.1.4 The successful proposer shall provide initial on-site training for the ALPR System. The proposer shall include ~~this~~ any cost associated with training in their Cost Proposal, Attachment 9.3, Item 5, detailing the number of hours provided.
- 1.3.1.5 The successful proposer shall indicate if quantity discounts are available and at what quantity and percentage on the Cost Proposal, Attachment 9.3, Item 6.
- 1.3.1.6 The successful proposer shall provide a detailed plan for delivery, installation/set-up and training with a timeline for each task and shall include the estimated lead time for equipment delivery and installation schedules within their proposal.
- 1.3.1.7 The successful proposer shall install the ALPR system cameras and provide all associated mounting apparatus (inclusive of poles). The locations shall be determined by an assessment to be completed after contract award by the awarded proposer and the Police Department's Criminal Investigations Division.
- 1.3.1.8 The successful proposer shall be responsible for removal of the ALPR system cameras and all associated mounting apparatus (inclusive of poles as supplied by the proposer) at the natural end of the contract or if the contract shall be otherwise terminated.
- 1.3.1.9 The successful proposer shall make contract prices available to other agencies in accordance with T.C.A. 12-3-1205 as referenced below:

T.C.A. 12-3-1205 authorizes any local government to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more other local governments in accordance with an agreement entered into between the participants. Such agencies that file a Cooperative Purchasing Agreement with the Town of Collierville may purchase from Contracts established by the Town. Unless Contractor declines on the Offer submitted by the Seller to the Town, the Contractor agrees to sell additional items at the Bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the Town. Each respective governmental agency will issue its own purchase order and make payments according to the terms and conditions set forth in this bid. The Town of Collierville accepts no responsibility for the payment of the purchase price by other governmental agencies.

### 1.3.2 Equipment

- 1.3.2.3 The Town expects to deploy a minimum of fifteen (15) fully hosted cameras, to include cloud storage, cellular service, installation, maintenance, unlimited user licenses and software updates for a turn-key automated license plate reader system.
- 1.3.2.3.1 The initial annual subscription cost for the fully hosted, installed fifteen (15) cameras shall include all items as detailed on the Cost Proposal, Attachment 9.3, Item 1 by unit price.
- 1.3.2.3.2 The Town reserves the right to increase or decrease the number of cameras depending upon appropriation of funds.
- 1.3.2.4 The cost of additional cameras shall be indicated by unit price on the Cost Proposal, Attachment 9.3, Item 4.
- 1.3.2.5 The ALPR system cameras should be ruggedized, allowing for operation in wet and extreme conditions and provided in a dark color, such as black, so the unit is not conspicuous.
- 1.3.2.6 The ALPR system cameras must have a line of sight of at least 2 vehicle lanes wide and a distance of at least 60 feet and capture the license plate, to include state and number.
- 1.3.2.6.1 The proposed system will be able to perform captures and read license plates from all 50 states including, but not limited to, digitally printed, vanity, half-height characters.
- 1.3.2.7 The ALPR system must have a capturing capacity minimum of 1,800 per minute with no longer than a 60 second alert notification.
- 1.3.2.8 The data captured (the "read") shall include images of the license plate, the vehicle as a contextual image, date, time, GPS or physical location of the read and a computer interpreted read of the license plate number.
- 1.3.2.9 The ALPR system shall not use closed circuit television (CCTV) cameras set to optical character recognition (OCR).
- 1.3.2.10 The ALPR system cameras must be able to operate off solar panels and be mounted to an existing pole or stand-alone unit.
- 1.3.2.11 The ALPR system is required to have daytime and nighttime capture ability.
- 1.3.2.12 The ALPR system must be able to allow for CPD to enter specific vehicle information for custom alerts.
- 1.3.2.13 The proposal shall include details on the alert notification feature of the system to include configuration options available to the end user.
- 1.3.2.14 The successful proposer shall fully detail the proposed ALPR system's graphical user interface (GUI) capabilities within the proposal.
- 1.3.2.14.1 The proposer shall detail the search features available to the end user in their system.
- 1.3.2.14.2 The proposer shall detail the resulting information displayed to the end user after a search has been conducted.

- 1.3.2.14.3 The proposal shall detail the capability of generating reports from the proposed system and the process for generating reports, if available.
- 1.3.2.15 The ALPR system must have secure storage and be retained for access for a minimum of 14 days.
- 1.3.2.15.1 The proposer shall detail secure access controls in their proposal.
- 1.3.2.15.2 In accordance with TCA§55-10-302b,  
*Any captured data shall not be collected or retained for more than ninety (90) days unless part of an ongoing investigation, and in that case, the data shall be destroyed at the conclusion of either:*
- 1.) *An investigation that does not result in any criminal charges being filed; or*
  - 2.) *Any criminal action undertaken in the matter involving the captured plate data.*
- 1.3.2.15.3 The successful proposer will include clear procedures for the deletion of data records over the retention age to include the party responsible for the data purge.
- 1.3.2.16 Access to the system must be able to be shared with other law enforcement agencies in Shelby County to be able to conduct research.

#### **1.4 Contract Duration**

The Town intends to enter into a two (2) year contract with an effective period to be determined upon award.

The Town reserves the right to extend this Contract annually for a three (3) additional one-year periods, provided that the Town notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Town's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

#### **1.5 Proposal Deadline**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The Town assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the Town. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer. **Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.**

#### **1.6 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Town's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional

or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Town or in the employment practices of the Town's contractors. Accordingly, all vendors entering into contracts with the Town shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **1.7 Assistance to Proposers with a Disability**

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the Town's Procurement Office to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.

### **1.8 Letter of Intent to Propose**

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letter of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*.

Vendor Name

Name and Title of Vendor Main Contact

Address, Telephone Number, and Facsimile Number of Vendor Main Contact

Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

**END OF SECTION**

## **SECTION 2: SCHEDULE AND EXPLANATION OF RFP EVENTS**

The following RFP Schedule of Events represents the Town's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The Town reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors submitting a *Letter of Intent to Propose*.

	<b><u>EVENT</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>
1	Town of Collierville Issues RFP	07/16/2020	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	07/24/2020	
3	Pre-proposal Conference	N/A	
4	Deadline for <i>Letter of Intent to Propose</i>	07/24/2020	
5	Deadline for Written Comments	07/24/2020	5:00:00 pm
6	Response to Written Questions/RFP Amendments	07/27/2020	
7	Deadline for Submitting a Proposal and Town Opens Technical Proposals	07/29/2020	2:00:00 pm
8	Technical Evaluations Begin	07/30/2020	
9	Technical and Cost Proposal Evaluations	08/17/2020	
10	Finalist are Selected and Non-finalist Notification Letter is Released	08/17/2020	
11	Selected Finalists Make Oral Presentations	08/19/2020	
12	Deadline for Final and Best Offer	08/24/2020	
13	Negotiation Contract with Finalists	08/31/2020	
14	Contract Award by Board of Mayor and Aldermen	09/14/2020	
15	RFP Files for Public Inspection	09/15/2020	

## **2.1 Issue of RFP**

The Town of Collierville, Tennessee, is issuing this RFP on July 16, 2020.

## **2.2 Deadline for Disability Accommodation Requests**

Proposers with a disability may contact the RFP Coordinator to arrange specific accommodations in order to be able to participate in the RFP process.

## **2.3 Deadline for Letter of Intent to Propose**

Proposers are requested to submit a Letter of Intent to Propose by July 24, 2020 to the RFP Coordinator as described in Section 1.7.

## **2.4 Pre-proposal Conference – N/A**

## **2.5 Deadline to Submit Additional Written Questions**

Proposers may submit additional written questions as to the intent or clarity of this RFP until close of business on June 26, 2020. All written questions must be addressed to the RFP Coordinator.

## **2.6 Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendment will be distributed on July 27, 2020 to all Proposers whose organization name appears on the distribution list accumulated from Intent to Propose Letters received.

## **2.7 Submission of Proposal**

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN Wednesday, July 29, 2020 at 2:00:00 pm CENTRAL TIME. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP package.

A public log will be kept of the names of all Proposers that submit proposals.

PROPOSERS SHALL BE RESTRICTED TO ONE PROPOSAL PER RFP. Proposers submitting more than one version of their proposal per RFP may be disqualified.

## **2.8 Technical Proposal Evaluation**

An Evaluation Team will perform the technical evaluation of proposals. This process will take place between July 30, 2020 and August 17, 2020. During this time, the RFP Coordinator may initiate discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying without such discussion. Discussions SHALL NOT be initiated by the Proposers.

## **2.9 Cost Proposal Evaluation**

The cost evaluation of proposals will be performed by an Evaluation Team. This process will take place between July 30, 2020 and August 17, 2020.

## **2.10 Selection of Finalists**

The Evaluation Team will select and the RFP Coordinator will notify the finalist on August 17, 2020. Only finalists will be invited to participate in the subsequent steps of the procurement.

**2.11 Oral Presentation and/or Demonstration by Finalists**

Finalist will be required to present their proposals to the Evaluation Team. The RFP Coordinator will schedule the time for each Proposer presentation on August 19, 2020 (and August 20, 2020 if necessary). All presentations will be held in the Administration Conference Room at Collierville Town Hall, 500 Poplar View Parkway. Each presentation will be limited to two hours in duration.

The Town has mandated deadlines for this project, thus after selection of the finalists, may request an expedited demonstration schedule.

**2.12 Best and Final Offers from Finalists**

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by August 24, 2020.

**2.13 Negotiation Contract with Finalists**

Contract negotiations will be finalized with the most advantageous Proposer by August 31, 2020. In the event that mutually agreeable terms cannot be reached, the Town reserves the right to finalize a contract with the next most advantageous Proposer without undertaking a new procurement process.

**2.14 Contract Award by Board of Mayor and Aldermen**

After review of the Evaluation Team report and recommendation, the Procurement Manager will submit a formal recommendation accompanied by the signed contract to the Board of Mayor and Aldermen for approval to award the contract on September 14, 2020.

**2.15 RFP Files for Public Inspection**

The RFP file is open to the public for viewing after September 15, 2020.

**END OF SECTION**

## SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

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### 3.1 RFP Coordinator

The main point of contact for this RFP shall be:

Terri Spears, Procurement Specialist  
Procurement Division  
500 Poplar View Parkway  
Collierville, TN 38017

Telephone: 901-457-2253  
Fax: 901-457-2258  
E-Mail: [tspears@collierville.tn.gov](mailto:tspears@collierville.tn.gov)

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

### 3.2 RFP Number

The Town has assigned the following RFP identification number – it should be referenced in all communications regarding the RFP:

RFP 2021-001 RE-SOLICITATION - AUTOMATED LICENSE PLATE READER (ALPR) SYSTEM

### 3.3 Communication Regarding the RFP

3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other Town employees may result in disqualification.

3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the Town. Written comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in Section 2, SCHEDULE AND EXPLANATION OF RFP EVENTS.

3.3.3 The Town shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the Town. The Town reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

3.3.4 The Town shall fax, e-mail or mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.

### 3.4 Required Review and Wavier of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the Town no later than the Deadline for Written Comments

detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the Town, in writing, by the Deadline for Written Comments.

### 3.5 Proposal Submittal

3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and four (4) copies of the Technical Proposal shall be submitted to the Town in a sealed package and be clearly marked:

**“Technical Proposal in Response to RFP#2021-001 RE-SOLICITATION - AUTOMATED LICENSE PLATE READER (ALPR) SYSTEM -- Do Not Open”**

One (1) original and four (4) copies Cost Proposal shall be submitted to the Town as a separate, sealed package and clearly marked:

**“Cost Proposal in Response to RFP#2021-001 RE-SOLICITATION - AUTOMATED LICENSE PLATE READER (ALPR) SYSTEM -- Do Not Open”**

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

**“Contains Separately Sealed Technical and Cost Proposals”**

3.5.2 All proposals must be submitted in a sealed envelope, addressed as follows:

Town of Collierville, Tennessee  
Procurement Manager  
RFP #2021-001 RE-SOLICITATION - AUTOMATED LICENSE PLATE READER  
(ALPR) SYSTEM  
500 Poplar View Parkway  
Collierville, TN 38017

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

3.5.3 Proposers shall submit only one proposed solution or product though they may have two or more types that meet specifications. Proposers must determine for themselves which to offer. Submission by a single proposer of more than one proposed solution or product shall be sufficient cause for rejection of all prices for that item by the proposer.

3.5.4 Submittals shall be bound by staple or binder clip and shall consist of paper only. All binders, plastic separations, non-recycle material, etc. are prohibited. Submittals will not be evaluated on the aesthetic of the package.

### 3.6 Proposal Preparation Costs

The Town of Collierville will not be liable in any way for any costs incurred by respondents in replying to any part of this RFP.

### **3.7 Proposal Withdrawal**

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

### **3.8 Proposal Amendment**

The Town shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Town formally requests such, in writing.

### **3.9 Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **3.10 Incorrect Proposal Information**

If the Town determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information, which the Proposer knew or should have known, was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

### **3.11 Prohibition of Proposer Terms and Conditions**

A Proposer may **not** submit the Proposers own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

### **3.12 Assignment and Subcontracting**

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the Town. Each subcontractor must be approved in writing by the Town. The substitution of one subcontractor for another may be made only at the discretion of the Town and with prior, written approval from the Town.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

### **3.13 Right to Refuse Personnel**

The Town reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

### **3.14 Proposal of Alternate Services**

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

### **3.15 Independent Price Determination**

3.15.1 A proposal shall be disqualified and rejected by the Town if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Town employee, or any competitor.

- 3.15.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.15.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.15.4 Should any such prohibited action stated above (see 3.15.1, 3.15.2, and 3.15.3) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

### **3.16 Insurance**

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and general liability insurance coverage before entering into a contract. Additionally, the Town may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Town shall be in form and substance acceptable to the Town.

### **3.17 Licensure**

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

### **3.18 Conflict of Interest and Proposal Restrictions**

- 3.18.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
- 3.18.2 Any individual, company, or other entity involved in assisting the Town in the development, formulation, or drafting of this RFP or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **3.19 RFP Amendment and Cancellation**

The Town reserves the unilateral right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.20 Right of Rejection**

- 3.20.1 The Town reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.20.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Town laws and regulations. The Town may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

### **3.21 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the Town of Collierville, Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the entire RFP process. Upon the completion of the evaluation of proposals, indicated by a contract award by the Board of Mayor and Aldermen, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

### **3.22 Contract Terms and Conditions**

3.22.1 The contract between the Town and the contractor will follow the format specified by the Town and contain the terms and conditions set forth in Section 8 of this RFP. However, the Town reserves the right to negotiate with a successful Proposer provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Proposer's proposal will be incorporated into and become part of the contract.

3.22.2 Should Proposer object to any of the Town's terms and conditions, as contained in Section 8, That Proposer must propose specific alternative language. The Town may or may not accept the alternative language.

### **3.23 Right to Waive Minor Irregularities**

The Town reserves the right to waive minor irregularities. The Town also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town.

### **3.24 Ownership of Proposals**

All documents submitted in response to this request for proposals shall become the property of the Town.

### **3.25 Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposers must have a valid e-mail address to receive these correspondences.

**END OF SECTION**

**SECTION 4: SPECIAL REQUIREMENTS**

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**4.1 Location and Workspace**

The work under this RFP is to be performed, completed, and managed at varied locations as specified upon award. All work performed on the Town's premises shall be completed in accordance with a schedule approved by the Town's project representative.

**4.2 Performance and/or Payment Bond – NOT REQUIRED****4.3 Independent Auditor's Report – NOT REQUIRED****4.4 Letter of Reference from the Bank or Financial Institution – REQUIRED**

The Proposer shall submit a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing.

**END OF SECTION**

## SECTION 5: PROPOSAL FORMAT AND CONTENT

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### 5.1 General Proposal Requirements

- 5.1.1 The Town discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Town's information requirements.
- 5.1.3 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

### 5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications and Experience;
- IV. Technical Approach; and,
- V. Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the Town may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter -- The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal, which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence-showing authority to bind the company.

5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town.

5.2.1.3 The letter shall provide the name, mailing address, and telephone number of the person the Town should contact regarding the proposal.

5.2.1.4 The letter shall state whether the Proposer intends to use subcontractors; if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Contractor must obtain written approval from the Town prior to the use of any subcontractors.)

5.2.2 Mandatory Proposer Qualifications – Technical Proposals shall provide responses and documentation, as required that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal that does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information:

5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the Town, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)

5.2.2.2 written certification and assurance of the Proposer's compliance with:

- the laws of the State of Tennessee;
- Title VI of the federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- the Iran Divestment Act of 2016
- the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

5.2.2.3 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000). Unless otherwise required by General Requirements and Information of this Request For Proposals, if a contract is awarded, the proposer will be required to purchase and maintain during the life of the contract, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth in the Contract included as Section VII of this proposal.

5.2.2.4 written confirmation that the Proposer will provide a performance bond if required in Section 4: Special Requirements, in accordance with the requirements of the RFP.

5.2.2.5 documentation of financial responsibility and stability; if required in Section 4: Special Requirements, said documentation shall include:

5.2.2.5.1 an independent auditor's report, as a written statement describing an auditor's independent, unbiased and qualified evaluation of the accuracy and completeness of a company's financial statements and practices.

5.2.2.5.2 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing.

5.2.3 General Proposer Qualifications and Experience -- Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

5.2.3.2 a brief description of the Proposer's background and organizational history.

5.2.3.3 years in business.

5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP.

5.2.3.5 location of offices.

5.2.3.6 a description of the Proposer organization's number of employees, longevity, and client base.

5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years (if so, an explanation providing relevant details).

5.2.3.8 form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, et cetera).

5.2.3.9 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.

5.2.3.10 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

5.2.3.11 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP. It should illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

5.2.3.12 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract -- the roster should include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history.

5.2.3.13 a list, if any, of all current contractual relationships with the Town of Collierville and all those completed within the previous five-year period -- the listing should include:

- the contract number;
- the contract term

5.2.3.14 a list of current contracts held with other governmental (city, county) entities utilizing the proposer's system, detailing five (5) of the larger accounts currently serviced by the vendor and three (3) completed projects -- for each reference, include:

- the company name and business address;
- the name, title, and telephone number of the company contact knowledgeable about the project work; and
- a brief description of the service provided and the period of service.

5.2.4 Technical Approach – The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the Town to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:

5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the Town's requirements and project schedule.

5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Town's project schedule.

5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule.

### 5.3 Cost Proposal

5.3.1 The Cost Proposal shall be submitted to the Town as a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.

- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.
- 5.3.5 The Proposer must complete the Proposer Name and Vendor ID section of the Cost Proposal.
- 5.3.6 The Proposer must sign and date the Cost Proposal.

**END OF SECTION**

## SECTION 6: EVALUATION AND CONTRACTOR SELECTION

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### 6.1 Proposal Evaluation Categories

The categories that shall be considered in the evaluation of proposals are Qualifications, Experience, Technical Approach, and Cost.

### 6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.
- 6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three (3) voting members and one (1) consulting member shall be responsible for evaluating proposals.
- 6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:
- 1) if it meets requirements for further evaluation;
  - 2) if the Town shall request clarification(s) or correction(s); or
  - 3) if the Town shall determine the proposal nonresponsive and reject it.
- (See Attachment 9.3, Mandatory Requirements Checklist).
- 6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals.
- 6.2.5 The Town reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Town and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.2.6 The RFP Coordinator shall open and present each Cost Proposal to the Evaluation Team.
- 6.2.7 The Town has mandated deadlines for this project, thus after selection of the finalists, may request an expedited demonstration schedule.

### 6.3 Award Process

- 6.3.1 Following the finalist presentations and contract negotiations with the most advantageous Proposer, the Procurement Manager shall prepare a Board Report containing the results from the proposal evaluation process to the Board of Mayor and Aldermen for consideration.
- 6.3.2 Once the contract award has been approved by the Board of Mayor and Aldermen, the RFP files shall be made available for public inspection.

**END OF SECTION**

## SECTION 7: STANDARD CONTRACT INFORMATION

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### **7.1 Contract**

If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) days of its delivery to the Proposer, the Town may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.

### **7.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

Under no conditions shall the Town be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval.

### **7.3 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal shall be incorporated into the final contract.

### **7.4 Contract Monitoring**

The Contractors shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Town. The Town may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Town may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Town requires such an inspection, the Contractor shall provide reasonable access and assistance.

### **7.5 Contract Amendment**

During the course of this contract, the Town may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the Town shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the Town and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. The Contractor shall not commence additional work until the Town has issued a written contract amendment and secured all required approvals.

**END OF SECTION**

**SECTION 8: CONTRACT****CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and \_\_\_\_\_ [insert name of **CONTRACTOR**], a \_\_\_\_\_ [State where **CONTRACTOR** established, but only if an entity, not applicable to sole proprietorships] \_\_\_\_\_ [type of entity – e.g., corporation, LLC, partnership, sole proprietorship] (herein the "**CONTRACTOR**").

**WITNESSETH:**

WHEREAS, the TOWN desires to contract with a provider of a fully hosted Automated License Plate Reader (ALPR) System (herein the "**Contract Items**"), and

WHEREAS, the **CONTRACTOR** has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the **CONTRACTOR** desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

**1.00 SCOPE OF CONTRACT**

The **CONTRACTOR** is to furnish the services and/or products as specified in the Request for Proposal issued by the TOWN under No. RFP2020-003 Automated License Plate Reader (ALPR) System (herein the "**Request for Proposal**") and any amendments thereto. The Request for Proposal and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the **CONTRACTOR** is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

**2.00 TERM OF CONTRACT**

The period of this Contract shall be for \_\_\_\_\_ (\_\_\_\_) months, beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_. This Contract may be extended by the TOWN for one (1) [OR \_\_\_\_\_ (\_\_\_\_)] additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of \_\_\_\_\_ (\_\_\_\_) months, by written notice to the **CONTRACTOR** given at least thirty (30) days before the expiration of the term then in existence.

### **3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its proposal to the TOWN at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Request for Proposal number.

### **4.00 ADDITIONAL SERVICES**

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

### **5.00 NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

### **6.00 CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

## **7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

## **8.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

## **9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Proposal. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Request for Proposal. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

## **10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. Errors and Omission Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Errors and Omissions Liability coverage in the amount of Five-Hundred Thousand Dollars (\$500,000) for miscellaneous errors and omissions damages when called for in the Request for Proposal.

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

## **13.00 ATTORNEY'S FEES**

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

## **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

#### **15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

#### **16.00 SAFETY MEASURES**

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

#### **17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

#### **18.00 ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver.

No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

#### **19.00 PERMITS, LICENSES AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

#### **20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

#### **21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

#### **22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

#### **23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

#### **24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

#### **25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Town of Collierville  
500 Poplar View Parkway

Collierville, TN 38017  
 Facsimile: (901) 457-2207  
 (ii) To: **[Insert Name of CONTRACTOR]**

\_\_\_\_\_  
 Facsimile: ( ) \_\_\_\_\_

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

#### **26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### **27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

#### **28.00 OTHER INSTRUMENTS**

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,  
TENNESSEE**

By: \_\_\_\_\_  
Stan Joyner, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

\_\_\_\_\_  
Director of General Services  
  
\_\_\_\_\_

**[INSERT NAME OF CONTRACTOR]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

CONTRACTOR's Mailing Address:

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

CONTRACTOR's Telephone Number:

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

CONTRACTOR's Facsimile Number:

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

**EXHIBIT "A"**

**Request for Proposal No. RFP2021-001**

**EXHIBIT "B"**  
**CONTRACTOR'S Bid**

**ATTACHMENT 9.1: Certification of Compliance**

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Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the Iran Divestment Act of 2016 and each person signing on behalf of any BIDDER certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each BIDDER is not on the list created pursuant to § 12-12-106 generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. § 12-12-101 et seq., and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage;
6. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
7. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
8. by submitting a proposal, the Proposer acknowledges their compliance with the scope of services and specifications as set forth in this document.

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Proposer Signature and Date

**ATTACHMENT 9.2: Cost Proposal Format**

**NOTICE TO PROPOSER:**

*This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.*

*The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.*

*The Proposer must sign and date the Cost Proposal.*

Proposer Name

Vendor ID

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

Item No.	Description	Qty	Price
1	Annual Subscription Price (per unit) to include:		
	Automatic License Plate Reader (ALPR) Solar Powered		
	Automatic License Plate Reader (ALPR) DC Powered		
	Initial 1 Year Maintenance Warranty (per unit)		
	Hosting and System Analytics (per unit)		
	Installation (inclusive of Shipping and Handling) (per unit)		
	Cellular Mounting Equipment (per unit)		
2	Annual Subscription Price after initial contract term (per unit)		
3	Annual Maintenance Warranty after initial contract term (per unit)		
4	Additional ALPR (per unit)		
5	On-site Training Hours of training included:		
6	List any quantity discount percentages available:		

The proposer shall ensure that the proposer’s name is reflected on all pages of the Cost Proposal Table or Form.

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town of Collierville.

Proposer Signature and Date

**ATTACHMENT 9.3: Mandatory Requirements Checklist**

Proposer Name \_\_\_\_\_

RFP Coordinator: Performing Item Verification \_\_\_\_\_

Review Date \_\_\_\_\_

*The following basic requirements list should be used by Proposer in preparing and submitting a complete RFP Package as called for within the Request for Proposal for consideration. The RFP Coordinator will verify that all items have been received by placing a mark in the proper corresponding box.*

INDICATE IF MET by √	BASIC PROPOSAL REQUIREMENTS	
	1	Technical Proposal and Cost Proposal received on time at correct location.
	2	Technical Proposal and Cost Proposal packaged separately and marked as required.
	3	Required number of Technical Proposal copies received.
	4	The Proposal Transmittal Letter with the Proposal offer is signed by a company officer according to the provisions of the RFP.
	5	The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
	6	The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal.
	7	The Proposal Transmittal Letter states the name, mailing address, e-mail address and telephone number of the person the Town should contact regarding the proposal.
	8	The Proposal Transmittal Letter states whether the Proposer intends to use subcontractors and identifies any intended subcontractors.
	9	The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the Contract.
	10	The Proposal contains a signed Certification of Compliance. (Attachment 9.1).
	11	The Proposer Qualifications and Experience section provides a brief statement of descriptive information about the Proposer's credentials.
	12	The Proposer Qualifications and Experience section provides a brief description of the Proposer's background including an organizational history as required.
	13	The Proposal attaches a valid certificate of liability insurance as required. (Section 5.2.2.3).
NOT REQUIRED	14	IF REQUIRED - The Proposal attaches performance and/or payment bonds as required. (Section 4.2).
NOT REQUIRED	15	IF REQUIRED - The Proposal attaches an independent auditor's report of the company's financial statements and practices. (Section 4.3).
	16	IF REQUIRED - The Proposal attaches required financial responsibility and financial stability documentation (1) current bank reference as required and (2) two credit references as required. (Section 4.4).
	17	No Cost data in the Technical Proposal.
	18	No alternate proposal submitted.





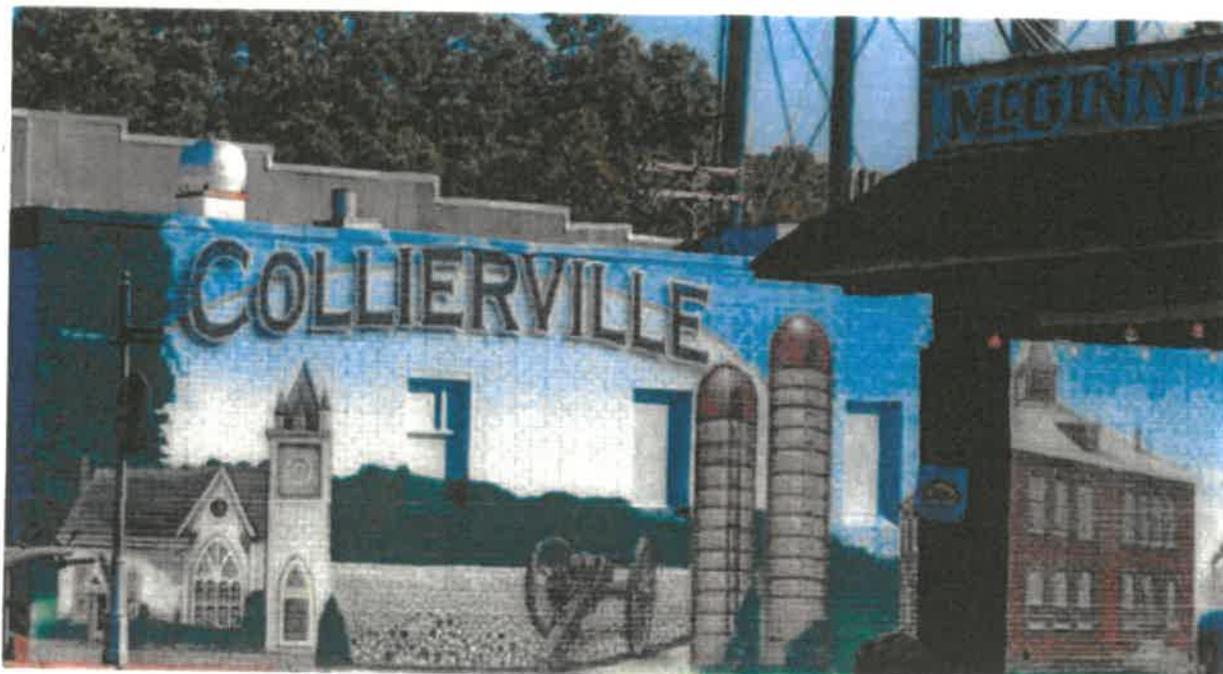
**SUBMITTED BY:**

**Rekor Systems**  
7172 Columbia Gateway Dr, Suite 400  
Columbia, MD  
[www.rekor.ai](http://www.rekor.ai) [info@rekor.ai](mailto:info@rekor.ai) 410.762.0800

**Technical Proposal** | RFP #2021-001

# Re-Solicitation -- Automated License Plate Reader (ALPR) System

## Copy



**SUBMITTED TO:**



**Town of Collierville**  
**Attn: Procurement Manager RFP 2021-001**

500 Poplar View Parkway  
Collierville, TN 38017



**Town of Collierville**  
**Re-Solicitation - Automated License Plate**  
**Reader (ALPR) System**  
**RFP No.: 2021-001**

**July 29, 2020**

**Submitted to:**  
 Town of Collierville  
 Attn: Procurement Manager RFP 2021-001  
 500 Poplar View Parkway  
 Collierville, TN 38017

**Submitted By:**  
 Rekor Systems  
 7172 Columbia Gateway Dr. Suite 400  
 Columbia, MD 21046  
 www.rekor.ai

info@rekor.ai

410.762.0800

3

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The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



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The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



## I. PROPOSAL TRANSMITTAL LETTER

July 29, 2020

Town of Collierville  
Attn: Procurement Manager RFP 2021-001  
500 Poplar View Parkway  
Collierville, TN 38017

Re-Solicitation - Automated License Plate Reader (ALPR) System, RFP No.: 2021-001

Dear Procurement Manager:

It is my pleasure to transmit to the Town of Collierville, TN our response for its - Automated License Plate Reader (ALPR) System RFP. Rekor Recognition Systems, Inc. (Rekor) provides advanced vehicle recognition systems powered by its innovative machine learning OpenALPR software, which dramatically improves the accuracy of license plate reads and also identifies the make, model, color, and body type of vehicles. Rekor's solutions include artificial intelligence software that converts nearly any IP camera to a license plate reader, mobile and fixed vehicle recognition systems, and automated traffic safety enforcement solutions. Rekor's applications and solutions are intelligent, flexible, and leading the next generation of vehicle recognition.

With Rekor's system, the Town can import law enforcement "hotlist" databases to provide real-time alerts for vehicles of interest and maintain historical vehicle recognition information for investigatory purposes. The reliability of our AI-based system is such that it eliminates many of the existing negatives of traditional OCR-based license plate readers currently in use and still being offered by our competitors. We deliver dramatically improved capture and accuracy rates, and the ability to identify the make, model, color, and body type of a vehicle, even at extreme viewing angles and in all weather conditions. With our "off-grid" solar and 4G wireless capability, our technology is the most efficient and cost-effective solution for law enforcement agencies seeking a force multiplier for public safety and security. For this proposal, we intend to use Dynamic Engineering Consultants, PC as our subcontractor. They will be doing the Geotechnical and Environmental Services needed for this RFP. They are located at 100 NE 5th Ave., Suite B2 Delray Beach, FL 33483.

This proposal shall remain valid for one hundred and twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between Rekor and the Town. I can be reached at [rhillman@rekor.ai](mailto:rhillman@rekor.ai) or (410) 762-0800, ext 301 with any questions regarding this proposal.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodney Hillman'.

Rodney Hillman, Chief Operating Officer (Section 5.2.1.1)

Rekor Recognition Systems, Inc.

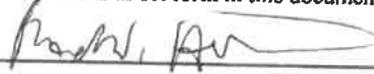
**ATTACHMENT 9.1: Certification of Compliance**

Rekor

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the Iran Divestment Act of 2016 and each person signing on behalf of any BIDDER certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each BIDDER is not on the list created pursuant to § 12-12-106 generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. § 12-12-101 et seq., and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage;
6. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
7. the condition that no amount shall be paid directly or indirectly to an employee or official of the Town of Collierville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
8. by submitting a proposal, the Proposer acknowledges their compliance with the scope of services and specifications as set forth in this document.



07/28/2020

Proposer Signature and Date



REKOSYS-01

NKUTTY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2020

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

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

**PRODUCER** License # 0C36861  
New York-Alliant Ins Svc Inc  
101 Park Ave 18th Fl  
New York, NY 10178

**CONTACT NAME:** Maria Terzulli  
**PHONE (A/C, No, Ext):**  
**E-MAIL ADDRESS:** MTerzulli@alliant.com

**FAX (A/C, No):**

**INSURED**  
Rekor Systems, Inc  
Rekor Recognition Systems, Inc.  
7172 Columbia Gateway Drive  
Suite 400  
Columbia, MD 20146

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Hartford Casualty Insurance Company	29424
INSURER C: Hartford Insurance Group	00914
INSURER D: ACE American Insurance Company	22667
INSURER E:	
INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	10UUNAT6286	9/26/2019	9/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY OWNED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		10UUNAT6286	9/26/2019	9/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		10RHU AT6032	9/26/2019	9/26/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	10WECAD9Y86	9/29/2019	9/29/2020	<input checked="" type="checkbox"/> PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		G46885053001	11/20/2019	11/20/2020	Including Cyber \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Rekor Recognition Systems, Inc. is included as Additional Insured where required by written contract.

**CERTIFICATE HOLDER**

Rekor Recognition Systems, Inc.  
7172 Columbia Gateway Drive  
Suite 400  
Columbia, MD 21046

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



## II. MANDATORY PROPOSER QUALIFICATIONS

(Section: 5.2.2.1)

With this written confirmation, Rekor shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the contract in Section Eight (8) of the RFP.

A handwritten signature in black ink, appearing to read 'Rodney Hillman', with a long horizontal flourish extending to the right.

Rodney Hillman, Chief Operating Officer (Section 5.2.1.1)

Rekor Recognition Systems, Inc.

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



### III. GENERAL PROPOSER QUALIFICATIONS AND EXPERIENCE

Rekor is pleased to submit information concerning our technology and support capabilities with respect to the City's ALPR program requirements. We offer a compelling speed-to-market and pricing solution for the City, coupled with a complete back-office management system that allows integration of an unlimited number of camera feeds into a centralized operations center platform. To meet the RFP requirements, we have proposed the Rekor Neighborhood Edge camera system, with full solar/cellular functionality for an "off-grid" solution. Rekor Edge combines "best-in-class", readily available commercial components that are optimized to work with Rekor Watchman (aka "OpenALPR"), AI-driven license plate and vehicle recognition software.



#### Rekor's Experience with the Project

For more than two decades, Rekor has successfully designed, installed, and supported integrated systems for hundreds of agencies in support of their automation and public safety missions. Most recently, we acquired OpenALPR, an industry leading license plate recognition technology, powered by artificial intelligence. This software application deploys machine learning to accurately identify vehicle license plates. Additionally, the technology identifies state, make, model, color, and body type, in real time, with a high degree of accuracy. As the sole owner of this proprietary technology, Rekor is the only entity authorized to offer OpenALPR license plate reading functionality to the Town.

Rekor has been in business for the last 24 years.

#### Section 5.2.3.4) Rekor's Experience

Rekor has operated in the LPR industry for the last 5 years, starting with OpenALPR's successful introduction of AI based plate reading software, and followed by Rekor's introduction of state-of-the-art edge devices for a total end-to-end solution.

Rekor's office is located in Columbia, Maryland

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



(Section: 5.2.3.6) a description of the Proposer organization's number of employees, longevity, and client base.

Rekor has a total of 80 employees. For more than two decades, Rekor has successfully designed, installed, and supported integrated systems for hundreds of agencies in support of their automation and public safety missions.

(Section: 5.2.3.7) whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years (if so, an explanation providing relevant details)

Rekor's predecessor, Brekford Traffic Safety, merged with a Virginia-based firm, AOC Key Solutions in 2017 to form a new public entity, Novume Solutions, Inc. Novume was subsequently renamed to Rekor in 2019.

(Section: 5.2.3.8) form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, et cetera).

Rekor is a Corporation based in the State of Maryland.

(Section: 5.2.3.9) a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.

Vigilant Solutions, LLC filed a lawsuit on February 21, 2020 against Rekor Recognition Systems and certain of its affiliates in the US District Court for the District of Maryland. The complaint alleges that certain Rekor products (Watchman and OpenALPR) violate a patent held by Vigilant. On June 10, 2020, Rekor Recognition Systems filed an Answer to the complaint, through outside counsel at Crowell & Moring LLP, denying the pertinent allegations and asserting substantial defenses to the allegations contained in the complaint, including that the patent underlying the complaint is invalid. Fact discovery will continue until Q1 2021 with expert discovery and dispositive motions in Q2 2021. The court has not yet set a trial date. Attaching an opinion of counsel as requested by this Section may waive attorney/client privilege as to the matters discussed therein and, therefore, Rekor is unable to provide. Nevertheless, Rekor affirms that this litigation will not impair our performance in a contract under this RFP.

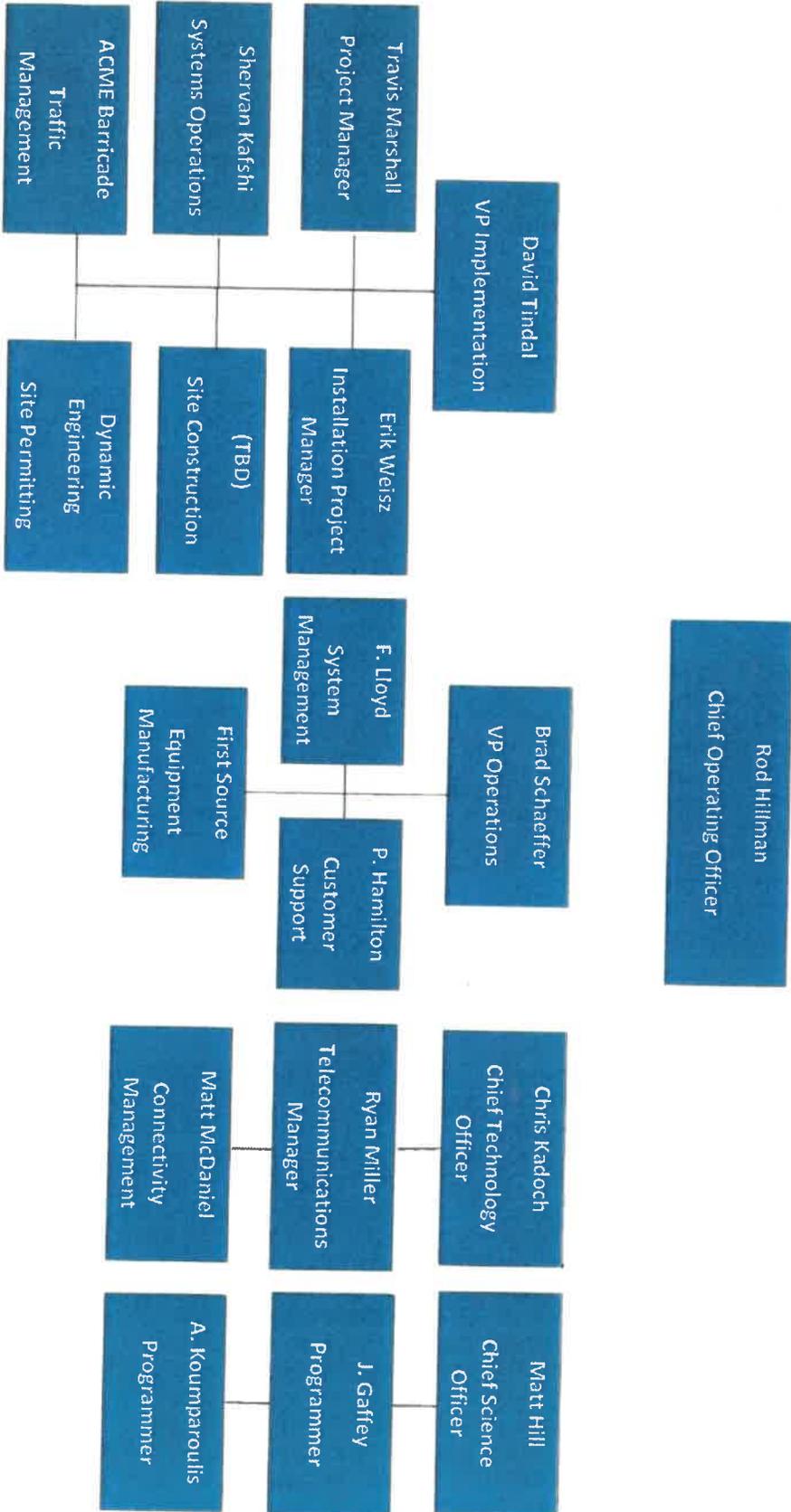
(Section: 5.2.3.10) – a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

In the last 10 years, Rekor has not filed for bankruptcy or insolvency proceedings. We also have not undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



**3.6 ORGANIZATIONAL CHART (Section: 5.2.3.11)**



July 29, 2020

RFP No.: 2020-001

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



**RESUMES (Section: 5.2.3.12)**

Matthew Hill, Chief Science Officer, Rekor Systems, Inc.

**Matthew Hill** has served as our Chief Science Officer since March 2019. From June 2015 to March 2019, Mr. Hill led OpenALPR Technology, Inc., a software company he founded. Prior to forming OpenALPR, Mr. Hill served as Engineering Director for Riverbed Technology, Inc. from December 2010 to February 2016. From June 2005 to December 2010, Mr. Hill worked as an Applications Engineer for OPNET Technologies, Inc., which was subsequently acquired by Riverbed. Mr. Hill holds a B.S. in Computer Engineering from the University of Virginia. He is a committed innovator and has agreed to personally oversee all aspects of the camera functionality and the data transmission effort. Matthew will be overseeing Rekor's site construction and permitting as well as LPR camera integration and application support.

David Tindall, Vice President of Implementation, Rekor Systems, Inc.

**David Tindall** has served as our Vice President of Implementation since March 2020. Mr. Tindall has held several leadership positions in the public safety market over the last 15 years. Mr. Tindall has designed and managed implementation projects of every size, including state-wide multi-million-dollar implementation projects for large in-car video and LPR. He has also managed teams of various sizes along with contractors and subcontractors to successfully complete implementation projects. Mr. Tindall has been a Project Manager at AnyVision, a leader in artificial intelligence-based solutions aimed at physical security and access control, He was also the Project Manager and Pre-Sales Engineer for Watchguard Video, a leader in providing video solutions for Law Enforcement. Prior to that Mr. Tindall was the Manager of Professional Services at L-3 Mobile-Vision, where he lead the Professional Services team which included all pre-sales engineering and implementation activities for all of L-3 Mobile-Vision's solutions which included in-car video, body worn video, LPR (mobile and fixed), in car computing and mobile data solutions. Mr. Tindall holds a Bachelor's Degree from the University of Central Florida in Radio-Television.

Brad Schaeffer, Vice President of Operations, Rekor Systems, Inc.

**Brad Schaeffer** has served as our VP of Operations since February 2020. He is in charge of overseeing Rekor's production, system management, and customer care. With over 12 years of experience in operations, he is committed to overseeing the operations of the Towns program. From March, 2019 to February, 2020 Mr. Schaeffer served as our Director of Operations. From May, 2015 to March, 2019 Mr. Schaeffer served as the Director of Operations for Brekford Traffic Safety, Inc. From May, 2012 to May, 2015 he worked as a program manager for Brekford Corp. He received a BA in Business Administration from York College of Pennsylvania. Brad is certified in Project Management from the University of Maryland, Baltimore County (UMBC).

Chris Kadoch, Chief Technology Officer, Rekor Systems, Inc.

**Chris Kadoch** has served as our Chief Technology Officer since February, 2020. He is an expert at the application of AI into Public Safety applications and has provided technical consultancy directly into the IACP. He served for 12 years as VP and Chief Scientist at L3 Communications, Mobile-Vision (where he built the digital in-car camera and LPR businesses), was CTO of an APAC AI/Video Analytics Company and Provided Strategic AI Direction and Guidance into Axon Enterprise. Mr. Kadoch has a long history of technology innovation, holds three Patents as well as degrees in both Mathematics and Physics.

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



**CONTRACTS HELD WITH TOWN OF COLLIERVILLE (Section: 5.2.3.13)**

In the last five year period, Rekor has not done any work with the Town of Collierville, TN.

**CURRENT CONTRACTS HELD WITH GOVERMENTAL ENTITIES (Section: 5.2.3.14)**

A significant portion of Rekor’s ALPR cameras are used by agencies in the United States Department of Defense (DoD) and the United States Military. For this expressed reason, Rekor cannot provide a full reference list for our largest contracted users. However, the following list includes Rekor’s largest state and local clients:

<b>Project Name</b> Sands Point (NY) Real-time Crime Center	
<b>Description/Scope of Work:</b>	Supply, install, maintain and warranty LPR camera systems, servers, telecommunications, storage and backend application. Assist with hotlist and other connections, programming, and systems training. (solar installation)
<b>Completion Date:</b>	02/15/2020
<b>Project Location(s):</b>	11 locations
<b>Project Manager/Superintendent:</b>	Lt. Daniel Tag (police)
<b>Phone:</b>	515.883.3100
<b>Email:</b>	<a href="mailto:dtag@police.sandspoint.org">dtag@police.sandspoint.org</a>
<b>Project Name</b> Westchester County (NY) Real-time Crime Center	
<b>Description/Scope of Work:</b>	Provide software, back office application, back office maintenance, and software maintenance.
<b>Completion Date:</b>	2019 (summer)
<b>Project Location(s)</b>	100+ cameras LPR software application
<b>Project Manager/Superintendent:</b>	Lt. Brian Hess
<b>Phone:</b>	914-864-5528
<b>Email:</b>	<a href="mailto:bah2@westchestergov.com">bah2@westchestergov.com</a>
<b>Project Name</b> Mt. Juliet (TN) Citywide LPR System	
<b>Description/Scope of Work:</b>	Supply, install, maintain and warranty LPR camera systems to include poles, servers, telecommunications, storage and backend application. Assist with hotlist and other external connections, programming and systems training. (Solar installation)

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



Completion Date:	Completed Phase 1 Spring 2020. Currently in phase 2.
Project Location(s)	39 locations across the city
Project Manager/Superintendent:	Captain Tyler Chandler (police)
Phone:	615-754-2550
Email:	<a href="mailto:tchandler@mtjuliet-tn.gov">tchandler@mtjuliet-tn.gov</a>
Project Name	City of Lauderdale, FL
Description/Scope of Work:	Supply, install, maintain and warranty LPR camera systems to include poles, servers, telecommunications, storage and backend application. Assist with hotlist and other external connections, programming and systems training. (Solar Installation)
Completion Date:	Completed Phase 1 of 4 beginning summer 2020. Project in phase 2.
Project Location(s)	79 locations (156 cameras) across the city
Project Manager/Superintendent:	Doug Downs, City Director IT
Phone:	954-730-3099
Email:	<a href="mailto:d downs@lauderdale-fl.gov">d downs@lauderdale-fl.gov</a>
Project Name	City of New Rochelle, NY
Description/Scope of Work:	Supply, install, maintain and warranty LPR camera system directly on to existing red light cameras. Include poles, servers, telecommunications, storage and backend application. Assist with hotlist and other external connections, programming and systems training. (Solar installation)
Completion Date:	Completed LPR application installation 2018. City in process of expanding program through Rekor.
Project Location(s)	Expansion to 25 LPR sites across the city
Project Manager/Superintendent:	Sgt. Myron Joseph
Phone:	914-654-2220
Email:	<a href="mailto:myjoseph@ci.new-rochelle.ny.us">myjoseph@ci.new-rochelle.ny.us</a>
Project Name	City of Yonkers, NY - LPR Camera Program
Description/Scope of Work:	Provide, support and warranty LPR application to include training, installation, upgrades and technical support.
Completion Date:	Completed 2019
Project Location(s)	39 locations across the city
Project Manager/Superintendent:	John Nagle
Phone:	914-377-7246
Email:	<a href="mailto:john.nagle@ypd.yonkersny.org">john.nagle@ypd.yonkersny.org</a>

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



**IV. TECHNICAL APPROACH**

**Project Understanding (Section: 5.2.4.1)**

The Town of Collierville seeks the installation of a fully hosted ALPR system, which includes the installation of at least 15 stationary cameras . The selected partner is required to complete all the necessary work for a complete installation, activation, and operation. Maintenance for the proposed equipment must be provided and the equipment must be warrantied through the selected vendor. Further, the Town of Collierville seeks a vendor like Rekor who understands and can supply

**Project Approach (Section: 5.2.4.2)**

The Rekor Recognition Systems Team leverages our people, processes, and technology for successful project implementation and sustainment. Rekor and our partners apply a customized, streamlined program management methodology to execute each tailored phase of the program lifecycle. Rekor offers the Town of Collierville PD a turnkey operation with a unique 360° approach to the project.

All work is conducted in manner that causes the least possible interference to the activities of the town’s personnel, commercial traffic, and public use of roadways. As needed, we supply the appropriate traffic signage and gain all required permissions for access to adjacent properties, as required, to maintain safe, continuous vehicular and pedestrian traffic through all installation areas. All work is conducted within the public right-of-way as we protect adjacent public and private property from damage. Whenever accidental damage occurs, we restore the damaged area to a condition equivalent to the pre-construction condition before continuing to the next installation location. All LPR equipment will be installed in the Town’s right-of-way with no encroachments onto private properties.

Rapid accuracy, attention to detail, and rapid installation are mainstays of our installation projects. Rekor and our partners always anticipate that time will be of the essence regarding final implementation. We have taken all critical steps to avoid scheduling delays and unexpected supply chain issues. Rekor has placed a pre-order hold on an inventory of systems necessary to complete the Town’s entire installation. Upon notification of award, Rekor will quickly complete notification of the order to our suppliers and be able to get all the equipment in a matter of weeks.

**Project Management (Section: 5.2.4.3)**

A core element of our overall approach to support a contract with the Town of Collierville is working in partnership with designated town personnel assigned. An important way to foster partnership is by maintaining levels of communication with various levels of authorized municipal points of contact. Effective communication recognizes organizational, cultural, and business needs by using the most appropriate media for the stakeholder group. The following chart of Rekor’s management team identifies several mechanisms for providing effective communication between and among program stakeholders in.

Delivery Method	Participants	Purpose	Frequency
Informal Teleconferences / Emails	Relevant town and Rekor Stakeholders	High level focus of daily activity in context of overall project and/or operations plan; identification of new risks, issues; information exchange	As Required

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



Stand-up Meetings	Team Rekor PM; Other managers; program staff; Town of Collierville Program Stakeholders	Status of day's activity in context of overall LPR Program and/or Implementation Plan; identification of new risks, issues	Daily through completion of implementation, as needed after
Staff Meetings	Team Rekor PM, Town of Collierville PM/ IT Department	Review accomplishments, work underway and in planning, costs and schedule, risks, and program issues	Weekly
Status Reports	Team Rekor PM; Town of Collierville PM	Document week's performance against schedule; issues, risks, updates to actions, contractor/subcontractor co-dependencies	Weekly
Financial Status Reports	Team Rekor PM; Town of Collierville PM	Detailed listing of program costs	Monthly
Program-specific Meetings	Town of Collierville Stakeholders, Managers, activity leads, others as required	Scheduled meetings associated with program performance – planning sessions; performance check points	As Required

Rekor understands that even under the most optimal circumstances, items may require added attention or corrective procedures well beyond our control. To maintain a standard of service and to provide the Town of Collierville with peace of mind, we implement a rigorous corrective action process and an unparalleled customer service approach to address issues that may arise.

Rekor's organizational structure supports effective program management and successful LPR system implementation. We are organized for success and maintain a flat management infrastructure to facilitate communication, flexibility, transparency, and responsiveness. As a key part of our organizational structure, we have included a dedicated Program Management Office (PMO). The PMO is supported by mature business systems and processes that allow us to deliver the highest levels of customer satisfaction possible.

This infrastructure ensures full-scope program and contract-level resource (internal and external) application; reporting; compliance audits, quality control (QC), and continuous process improvement (CPI) functions; personnel, facility, and information security capabilities; and highly responsive cost and scheduling assessments. Our organizational structure facilitates continued program and process development and is used to control workflow, ensure repeatable and desired results, and enable full compliance with program requirements and customer requests. We maintain a responsive and scalable structure that delivers focused customer communication and collaboration. We adapt in a dynamic, changing mission environment and we tailor performance management and workforce alignment for changing or evolving program needs. Each department and level of our corporate organization has clear lines of responsibility for full life-cycle contract administration and execution.

Rekor's construction philosophy considers a comprehensive team concept in which each team member contributes to the eventual outcome. The success of our installations is interdependent on each member fulfilling his/her responsibilities associated with the respective roles. The

The Town of Collierville, Tennessee  
Automated License Plate Reader (ALPR) System



following chart provides a high-level look at the project oversight roles and responsibilities overseen by each member assigned to the Town's implementation.

PMO Role	Responsibility
Program Manager	<ul style="list-style-type: none"> <li>Leads efforts for all design and installation of all system equipment and technology</li> <li>Leads efforts to develop and submit plans as required by the Division of Public Works and/or Division of Engineering</li> <li>Responsible for obtaining all necessary permits and approvals required for installation of the foundations, electrical and LPR camera systems</li> <li>Communicates with the Town to get approval of all forms and procedures</li> <li>Communicates with the state law enforcement agency responsible for hotlist, data exchange, and other integrations in coordination with the Mt. Juliet Police Department and the Town's Department of Information Technology</li> <li>Coordinates with the Tennessee Department of Transportation (TDOT) for any LPR installations proposed for a state and/or county location</li> <li>Responsible for securing all applicable Town permits</li> <li>Monitors subcontractor performance and initiates corrective action if performance degrades</li> </ul>
Program Development	<ul style="list-style-type: none"> <li>Ultimate accountability for meeting all contract cost, schedule, and performance requirements</li> <li>Responsible for all coordination across Rekor's team</li> <li>Ensures correct resources are available and applied</li> <li>Oversight of risk management activities</li> <li>Contract performance monitoring</li> <li>Customer relations interface with Town of Collierville</li> </ul>
Engineering Manager	<ul style="list-style-type: none"> <li>Works with the team to create and finalize all forms and procedures</li> <li>Works with the team to determine the final installation specifications (site evaluations)</li> <li>Coordinates with the Tennessee Department of Transportation (TDOT) for any installations proposed for a state and/or county route</li> <li>Updates street record drawings showing all actual field locations of all equipment in the Town</li> <li>Coordinates with the Program Manager, Assistant Program Manager, and Town DPW to ensure all engineering and construction is done per State, county or local codes and specifications</li> <li>Prepares PE stamped permits and submits</li> <li>Prepares and submits as-builts for completion of work</li> </ul>
Contracts/ Sub. Admin. Lead	<ul style="list-style-type: none"> <li>Maintains contractual records and documentation such as receipt and control of all contract correspondence, contractual changes, status reports, and other program documents</li> <li>Ensures contract close-out, extension, or renewal</li> <li>Develops, negotiates, and administers subcontract agreements</li> <li>Monitors subcontractor performance and initiates corrective action if performance degrades</li> </ul>
Finance/ Accounting Lead	<ul style="list-style-type: none"> <li>Develops and maintains financial policies</li> <li>Prepares accurate and timely invoices</li> <li>Maintains cost accounting for project</li> <li>Prepares and maintains project budget</li> <li>Oversees ordering of equipment and peripherals</li> </ul>

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<p>Information Management Lead</p>	<ul style="list-style-type: none"> <li>• Defines the process for communications and connectivity</li> <li>• Determines the communications needed for all locations installed</li> <li>• Provides a detailed account of each system's communications and data transmission needs</li> <li>• Responsible for the ordering, implementation, and recordation of each system's wireless data transmission needs and protocols</li> <li>• Oversees implementation and configuration of camera system(s)</li> <li>• Develops system documentation for UAT and complete acceptance test</li> <li>• Defines and implements communications security standards</li> <li>• Client system access rights</li> </ul>
<p>Training Lead</p>	<ul style="list-style-type: none"> <li>• Conducts training</li> <li>• Provides recruiting and staffing assistance</li> <li>• Onboarding, development, needs assessment, and training</li> <li>• Develops and delivers client user training materials specific to Rekor's solution</li> <li>• Assists in developing best practices and chain of custody protocols</li> </ul>
<p>Construction Management</p>	<ul style="list-style-type: none"> <li>• Provides site-specific installation work according to specifications</li> <li>• Provides all applicable construction work requirements (flagging, lane closure permits)</li> <li>• Installs solar panels or other power considerations according to approved specifications</li> <li>• Delivery and acceptance services for Rekor-ordered and equipment and peripherals</li> <li>• Stands and installs above-ground poles and brackets</li> <li>• Maintains accurate records of the work performed to meet approved permitting criterion</li> <li>• Provides UAT for system connectivity (each system)</li> </ul>

**3.1 WHY REKOR SYSTEMS, INC. IS IN THE BEST POSTURE TO DELIVER REQUIRED SERVICES**

The introduction of Rekor's AI and machine learning approach has revolutionized license plate and vehicle recognition technology. Among the most significant changes brought forth by Rekor's approach is a migration from traditional hardware-dependent optical character recognition ("OCR") solutions to software-driven applications, with flexible platforms allowing for easy integration with existing surveillance cameras and other third-party security products. This modern solution offers nearly limitless AI capabilities, for more comprehensive and accurate data gathering and analysis.

Rekor's Watchman software not only reads license plates with a high degree of accuracy (both reflective and non-reflective), it also provides excellent identification of temporary (paper) plates due to the fact that the camera technology and software does not rely on reflectivity, perfect plate outlines, or exact plate location within the frame.

In addition to plate number, Watchman recognizes several other vehicle characteristics (in real-time) including: plate state of origin, vehicle type, vehicle make, vehicle color, and direction of travel. All of these attributes are searchable within Watchman's back office system, that includes a growing library of pertinent analytics reports for law enforcement investigations.

Legacy OCR plate readers miss a high percentage of passing vehicles due to the need for "matching" a library of characteristics such as clearly readable characters that are grouped together in a specific location within a video frame. Simply to obtain this field of view requires a highly specialized camera that is carefully aimed and focused by skilled technicians. Improper alignment, either initially or over time due to environmental conditions, leads to dramatically reduced performance. Additionally, introducing extreme angles or missing characters causes further degradation of OCR plate capture capability and accuracy.

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- A cost-effective means for integrating and upgrading existing (i.e., already installed) cameras.
- A system with automated, real-time hotlist imports.

### **3.2 UNDERSTANDING OF WORK TO BE PERFORMED**

**A Flexible ALPR Solution** – Rekor offers to the Town of Collierville a tested, proven and highly accurate ALPR software platform (Watchman) which is highly flexible and affords a cost-effective means for integrating and upgrading existing (i.e., already installed) cameras to be managed by Rekor's back-end.

**Multiple Equipment Options** – Rekor supplies our customers with various camera equipment options. We understand that towns like Collierville have a number of roadways in which they seek to implement a fixed LPR camera. Because roadways all have different contours and installation nuances, having a wide range of installation options is imperative to a satisfactory result. A proposer's system should be able to be easily installed in various configurations to minimize the impact on time, cost, or public impact. Rekor's offered solutions are designed to offer the widest range of equipment, all working together seamlessly, to accommodate even the most complex installation requirements. Collierville seeks a solutions provider that can offer a number of camera solutions for no additional price.

**Intelligent ALPR Applications** – Collierville seeks, for this RFP, an ALPR system that can 'adapt' to changing conditions and technological advancements. The Town seeks an AI-driven solution such as Rekor's that is specifically designed, through the use of machine learning, to continuously improve and expand its capabilities.

**Fast and Flexible Installations** – The Town of Collierville seeks as safe and timely installation of these cameras. Rekor has a proven track record of meeting and exceeding installation deadlines due to an experienced implementation team and vendor supplied infrastructure.

**Integrated Back-office Tools** – The Town seeks a provider that can supply an all-in-one experience using a single system for alerting, review, forensic investigations, and reporting. Rekor provides the Town a robust application that complements the front-end ALPR capture. Our system equips the end-user with tools that allow full review or both still images and accompanying video for each capture, a capability unique to Rekor.

**Real-time Hits and Alerts** – While most ALPR systems can read plates and supply alerts to the law enforcement agency monitoring the activity, a critical advantage for Collierville is a vendor who can provide these alerts in near real-time. Systems that are not equipped with edge processing capabilities can experience delays of up to 20-30 seconds or more and as a result can hinder or thwart a timely response by law enforcement personnel. Seconds saved in response time is a critical factor to ensure the safety of officers and community members and Rekor offers near real-time alerting on hot listed plates.

Rekor's system imports "hotlists", (e.g., Amber Alerts, Silver Alerts, wanted persons, stolen vehicles) directly from law enforcement databases such as the National Crime Information Center (NCIC) and others to provide a powerful tool for safety and security.

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When plates of interest are identified by existing cameras, an immediate alert is provided for officer dispatch. Additionally, historical vehicle recognition information accelerates investigations and helps solve crimes. .

Rekor understands that many municipalities and local police departments do not want to purchase, maintain, and support third-party LPR equipment or proprietary software. Therefore, they are now choosing to pursue the route of 'turnkey' operations in which all goods, services, installation, maintenance, and upgrades are provided as one single package and for a single price. For purposes of this RFP response, Rekor offers to the Town of Collierville our state-of-the-art AI-based LPR systems, to be fully installed and maintained for an agreed monthly leased price. This lease price will include all warranties and equipment replacement and be inclusive of all power, connectivity, and data storage/retention/access.

### **3.3 COMMITMENT TO PERFORM WORK WITHIN THE TIME PERIOD**

Rekor has extensive experience installing ALPR systems, often with infrastructure challenges and time constraints. Rekor's implementation team is highly adept at leveraging existing infrastructure or supplying new poles, to obtain the optimum placement of the camera.

Per the Town's request, Rekor proposes a solar powered system that relies on wireless (3G/4G) transmission.

Where infrastructure is available, we can accomplish an extremely short timeframe for full installation due to flexible pole placement and less burden with respect to permitting and power or communication pulls. It is important to keep in mind that these can be, at times, major factors affecting most vendors' ability to move rapidly toward full implementation.

### **3.4 WHY REKOR SYSTEMS, INC. IS BEST QUALIFIED TO PERFORM THE WORK**

Rekor respectfully submits that based on our extensive experience and history of successful installations, we are the best qualified to perform all of the work outline in the RFP to the meet the needs of the City of Collierville. In just the past 12 months, including during the COVID-19 pandemic, the Rekor implementation team has installed over 140 cameras and has not been responsible for any delays to the projects.

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RFP Section	Requirement	Rekor Proposal Response
1.3.1	<i>(Proposer must demonstrate within their proposal the ability to meet or exceed proposal requirements)</i>	Comply: See Rekor Security Memorandum
1.3.1.1	Proposers and their ALPR system must be National Crime Information Center (NCIC) and Criminal Justice Information Services (CJIS) approved.	
1.3.1.3	The successful proposer shall detail the storage and access capabilities of the cloud-based data base system. This shall include the details on the security of data transmissions, and the length of the time for retention of data.	Comply: See Rekor Security Memorandum
1.3.1.3.2	The successful proposal will detail if the gathered data is encrypted, the encryption levels and the responsible party for encrypting data.	TLS (Transport Layer Security) v1.2 with SHA-256 Encryption is used for all communications. Uploading/Downloading as well as remote device access for servicing.
1.3.1.3.3	The successful proposer will detail processes to mitigate risk as a result of, and to prevent, the misconfiguration of cameras and the reporting database that may result in data leakage.	Comply: See Rekor Security Memorandum
1.3.2.14	The successful proposer shall fully detail the proposed ALPR system's graphical user interface (GUI) capabilities within the proposal.	Comply: See Rekor Search and Display Overview
1.3.2.14.1	The proposer shall detail the search features available to the end user in their system.	
1.3.2.14.2	The proposer shall detail the resulting information displayed to the end user after a search has been conducted.	

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- 1.3.2.15.1** The proposer shall detail secure access controls in their proposal.
- 1.3.2.15.3** The successful proposer will include clear procedures for the deletion of data records over the retention age to include the party responsible for the data purge.

Comply: See Rekor Security Memorandum

**Rekor Search and Display Overview**

**1.3.2.14:** The successful proposer shall fully detail the proposed ALPR system’s graphical user interface (GUI) capabilities within the proposal.

ALPR systems are Law Enforcement tools designed to find vehicles based on associations. For the conditions where some or part of the plate (of vehicle) in question is known then the search is focused on the plate and/or vehicle characteristics then the suspect vehicle is located by **Search / Find a Plate (or Vehicle) by characteristics.**

There are times when the vehicle characteristics are not known rather the investigator is interested in vehicle behaviors and associations with other vehicles. In these cases, Rekor Systems has formulated a series of standard vehicle associations. These are described below

**1.3.2.14.1:** The proposer shall detail the search features available to the end user in their system.

**Search / Finding a Plate (or Vehicle) Functions (by characteristics):** The system supports the ability to find vehicles based on; 1) Plate number (inclusive of exact, fuzzy, and possible close matches). And/or 2) Vehicle Description (Make/Color/Body Type and State/Country of Origin). And/or 3) Location/Geographic search (from a Map area of interest or specific camera sites). And/or 4) Date/Time of interest Range. The system also has the unique ability to search and “wrong way” alert by direction of travel.

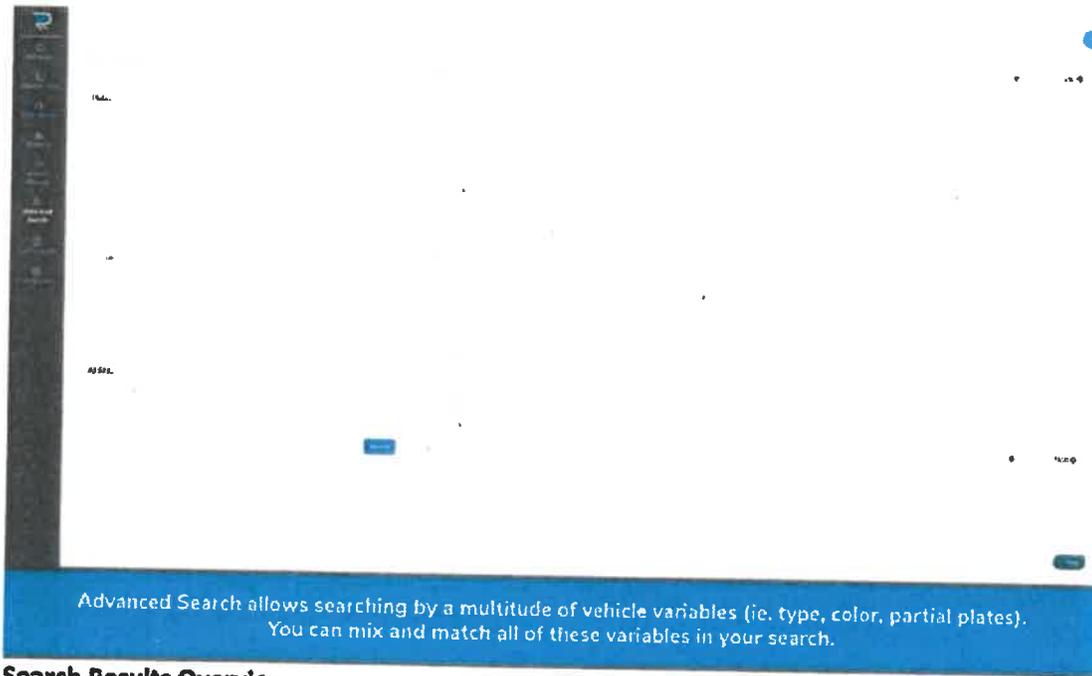
**Search / Finding Plates (by behavior):** ALPR systems are Law Enforcement tools designed to find vehicles based on associations. 1) Interdiction Search: Find vehicles that have been seen within multiple “crime scenes” within defined time period(s). 2) Convoy Analysis: Find vehicles that frequently travel together. This analysis is useful for identifying accomplices or other suspicious behavior based on a known license plate. 3) Common Vehicle: Find the most common vehicles for a particular camera or set of cameras. This analysis looks for plates on the specified sites that are seen most frequently. 4) Bulk Search: Find any plate that matches a large list of vehicles such as gang vehicles or sex offenders. 5) Speed Search: Measure the average vehicle speed between two locations.

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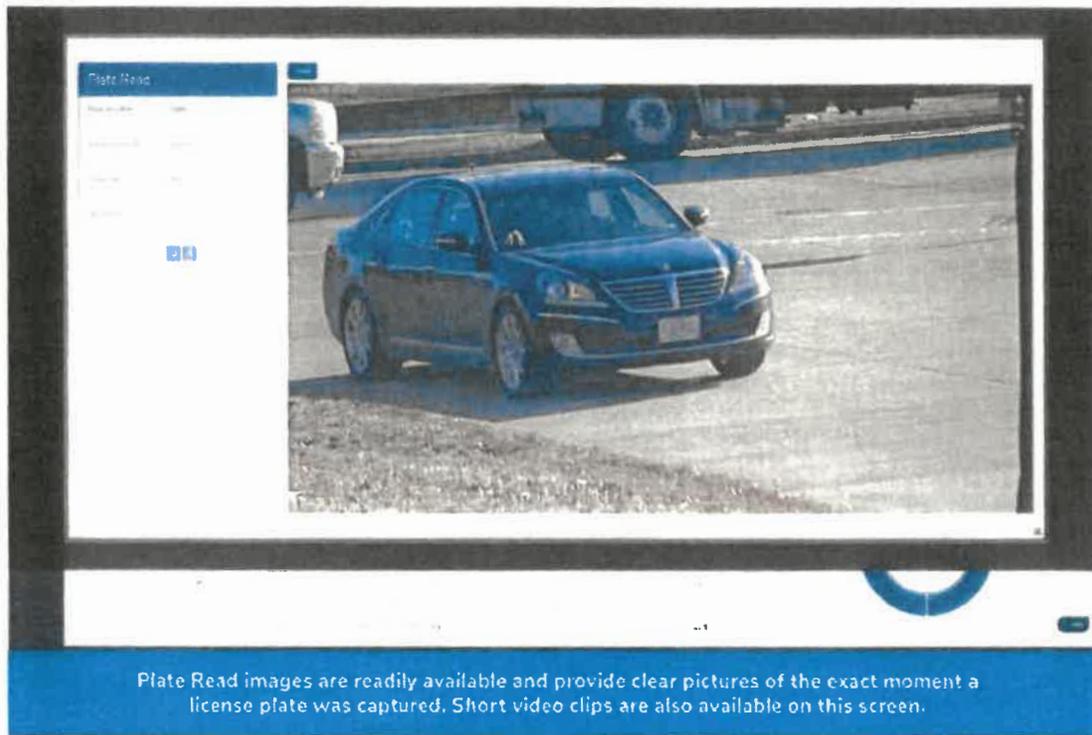
**1.3.2.14.2:** The proposer shall detail the resulting information displayed to the end user after a search has been conducted.

The search results are returned as a list of results based on the requested search metrics (they can also be displayed on a map interface to provide geographic orientation).



**Search Results Overview**

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### Read Record Details

#### Interdiction:

Find vehicles that have been seen by multiple cameras within a time period. This analysis is useful for identifying cars that have been present at two or more locations. Select two or more cameras from the list and specify a date range. The report will show you all vehicles that have passed through the cameras during your specified time range.

#### Convoy:

Find vehicles that frequently travel together. This analysis is useful for identifying accomplices or other suspicious behavior based on a known license plate. Select a plate number and a time range. The Convoy Analysis finds the most common vehicles that were seen before or after the target plate number within the period you specify.

#### Common Vehicle:

Find the most common vehicles for a particular camera or set of cameras. This analysis looks for plates on the specified sites that are seen most frequently.

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**Bulk:**

Find any plate that matches a large list of vehicles. Enter a date range and a list of license plates, the analysis report will contain any matches for any plates on your list.

**Speed:**

Measure the vehicle speed between two cameras. Select two cameras and a time period, the analysis will match plates between the cameras and report the average vehicle speed.



**Rekor Systems, Inc.**  
**Security Memorandum for Public Safety**  
**Updated June 18, 2020**

Rekor Systems, Inc. (Rekor) products are designed and built with privacy and security at the forefront. Our public safety clients own their own data and accordingly, we hold data security to the highest standards and continuously invest in infrastructure to provide our clients with the most secure solutions in the industry.

### **DATA ACCESS**

#### **Auditing and Accountability**

Rekor assists clients who perform an audit by displaying audit records and providing available client inquiry information. Rekor also offers the ability for the agency to require each user to input the "Reason" and/or "Case Number" for each search performed to enhance reporting and auditing. Rekor cooperates with all clients that may subject to a formal audit by being available for client support and providing the client with reports and solutions as needed.

### **DATA SHARING**

#### **Information Exchange Agreements**

Rekor has a fiduciary responsibility to assist law enforcement agency clients in their effort to remain CJIS compliant while utilizing our solutions. Rekor works with clients to sign an agreement that documents the policies and interactions that are intended to ensure appropriate safeguards. Rekor executes a CJIS Security Addendum with each law enforcement agency that procures hotlists through NCIC or other law enforcement agency sources for use with our solutions.

### **DATA SECURITY**

#### **Access**

Rekor conducts background checks, including fingerprinting, on all Rekor personnel with physical or logical access to unencrypted Criminal Justice Information (CJI). Rekor acquires fingerprinting services within the state of an employee's residency or in the State of Maryland.

#### **Security Awareness Training**

Rekor personnel with access to hotlists procured from NCIC must complete and maintain the FBI-approved Peak Performance CJIS Online Level IV training. Rekor maintains all records of security awareness training.

#### **Identification and Authentication**

Rekor provides its personnel with unique user identification credentials and requires complex passwords, which must be changed regularly. Rekor provides clients with the ability to manage, create, and disable user controls within our solutions. Rekor uses role-based permissions as a method of least privilege.



### **Incident Response**

Rekor follows industry standard incident response protocols, including preparation, detection, analysis, containment, eradication, and recovery. Our cloud partner, Amazon Web Services (AWS) GovCloud, is audited according to SOC 2, Type 2 trust principles. Clients are expected to have their own incident response policies and procedures in place for on premise installations and on client managed hardware where management and triage of security incidents are the responsibility of the client.

Rekor works with each client to identify points of contact in the event a security incident does occur. Rekor staff are trained on the proper reporting structure so that incident response and recovery may be initiated. The client is responsible for reporting any security incident to their CSA or state identified party.

### **Media Protection**

Rekor protects all CJIS data in its possession in all forms, including electronic and hard copy. Rekor's cloud partner, AWS GovCloud, allows us to encrypt data in transit and secure data at rest within a private network. Rekor takes a risk-based approach to identifying, classifying, and securing sensitive information as appropriate and as identified with the assistance of each client. Client agencies are responsible for any on-premise or agency managed software and hardware.

### **DATA OWNERSHIP & CONTROL**

Rekor's public safety clients maintain ownership and control over their own data. Rekor offers customizable retention periods to allow each agency to set retention limits to comply with agency policies and state or federal laws.

### **DATA STORAGE & SECURITY**

#### **In Transit**

All in-transit user data to be stored in AWS GovCloud, including passwords and hotlists considered as criminal justice information, is encrypted with 256-bit SSL. Clients are provided a unique API key and Customer ID for use with hotlist imports.

#### **At Rest**

All data at rest is stored within secure, private databases in AWS GovCloud. Client data is logically separated by a unique client ID.

#### **Physical Protection**

Rekor has designated physically secure locations in applicable Rekor office locations where CJI may be accessed by Rekor resources. Client agencies that utilize our cloud solution through AWS GovCloud are provided access to pertinent documentation and policies regarding physical protection. Client agencies are responsible for physical protection of any on-premise or agency managed software and hardware. Rekor provides software and hardware-based features for clients to secure hardware.



**Systems and Communications Protection and Information Integrity**

Rekor takes industry standard measures to safeguard its network and partners with AWS GovCloud to help safeguard our client facing solution and its data. With self-hosted requirements, clients can install Rekor solutions on their managed hardware and choose the location of all records and images. Clients hosted within Rekor's cloud are logically separated by a Company/Agency ID and separate API ID. Role-based permissions allow the client to add, remove, and manage user access to all records maintained and owned by the client.

**Mobile Devices**

Rekor does not utilize mobile devices, company owned or personal, for the use of Rekor staff to store or transmit CJIS data. We have formed a policy that reflects FBI CJIS Security Policy if this changes.





REKOSYS-01

NKUTTY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2020

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

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

**PRODUCER** License # 0C36861  
New York-Alliant Ins Svc Inc  
101 Park Ave 18th Fl  
New York, NY 10178

**CONTACT NAME:** Maria Terzulli  
**PHONE (A/C, No, Ext):** \_\_\_\_\_ **FAX (A/C, No):** \_\_\_\_\_  
**E-MAIL ADDRESS:** MTerzulli@alliant.com

**INSURED**  
Rekor Systems, Inc  
Rekor Recognition Systems, Inc.  
7172 Columbia Gateway Drive  
Suite 400  
Columbia, MD 20146

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Hartford Casualty Insurance Company	29424
INSURER C: Hartford Insurance Group	00914
INSURER D: ACE American Insurance Company	22667
INSURER E:	
INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WYO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	10UUNAT6286	9/26/2019	9/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		10UUNAT6286	9/26/2019	9/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ Comp & Coll Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		10RHU AT6032	9/26/2019	9/26/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	10WECAD9Y86	9/29/2019	9/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		G46885053001	11/20/2019	11/20/2020	including Cyber \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Rekor Recognition Systems, Inc. is included as Additional Insured where required by written contract.

**CERTIFICATE HOLDER**

**CANCELLATION**

Rekor Recognition Systems, Inc.  
7172 Columbia Gateway Drive  
Suite 400  
Columbia, MD 21046

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: REKOSYS-01

NKJTTY

LOC #: 0



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY New York-Alliant Ins Svc Inc		License # 0C36861	NAMED INSURED Rekor Systems, Inc Rekor Recognition Systems, Inc. 7172 Columbia Gateway Drive Suite 400 Columbia, MD 20146
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### Named Insureds;

- Rekor Systems, Inc.
- Rekor Recognition Systems, Inc.
- OpenALPR Software Solutions, LLC
- Novume Solutions, Inc.
- Brekford Traffic Safety, Inc.
- Brekford Traffic Safety, Inc. D/B/A Brekford Corp.
- Brekford Corp. D/B/A Pelican Mobile
- Pelican Mobile Computers, Inc.
- Brekford International Corp.
- Firstorm Solutions LLC



Bank of America  
Treasury Fulfillment Service Operations  
9000 Southside Blvd Bldg 200  
Jacksonville, FL, 32256  
T 888-400-9009 F 888-841-8106  
[eService@bankofamerica.com](mailto:eService@bankofamerica.com)

**July 24, 2020**

**REKOR RECOGNITION SYSTEMS INC**

**Regarding: Account / Routing Number Confirmation**

Please accept this letter as confirmation that, according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:

Account number:

Active ACH Blocks/Filters on file

**YES**

Routing number ACH/EFT.

**052001633**

Routing number DOM. WIRES

**026009593**

SWIFT Code INTL WIRES

**BOFAUS65; BOFAUS3N- Domestic**

Account Name:

**REKOR RECOGNITION SYSTEMS INC  
DBA BREKFORD CORPORATION, DBA BREKFORD TRAFFIC SAFETY  
INC/DISBURSEMENT ACCOUNT**

Address:

**7172 COLUMBIA GATEWAY DR STE 400  
COLUMBIA MD 21046-2973**

The information set forth above is as of **July 24, 2020**. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at **888-400-9009**.

Sincerely,

*Barbara Hottman*

Barbara Hottman

Officer; Treasury F&S Sr. Spec-Service

Treasury Fulfillment Service Operations



**SUBMITTED BY:**

**Rekor Systems**

7172 Columbia Gateway Dr. Suite 400

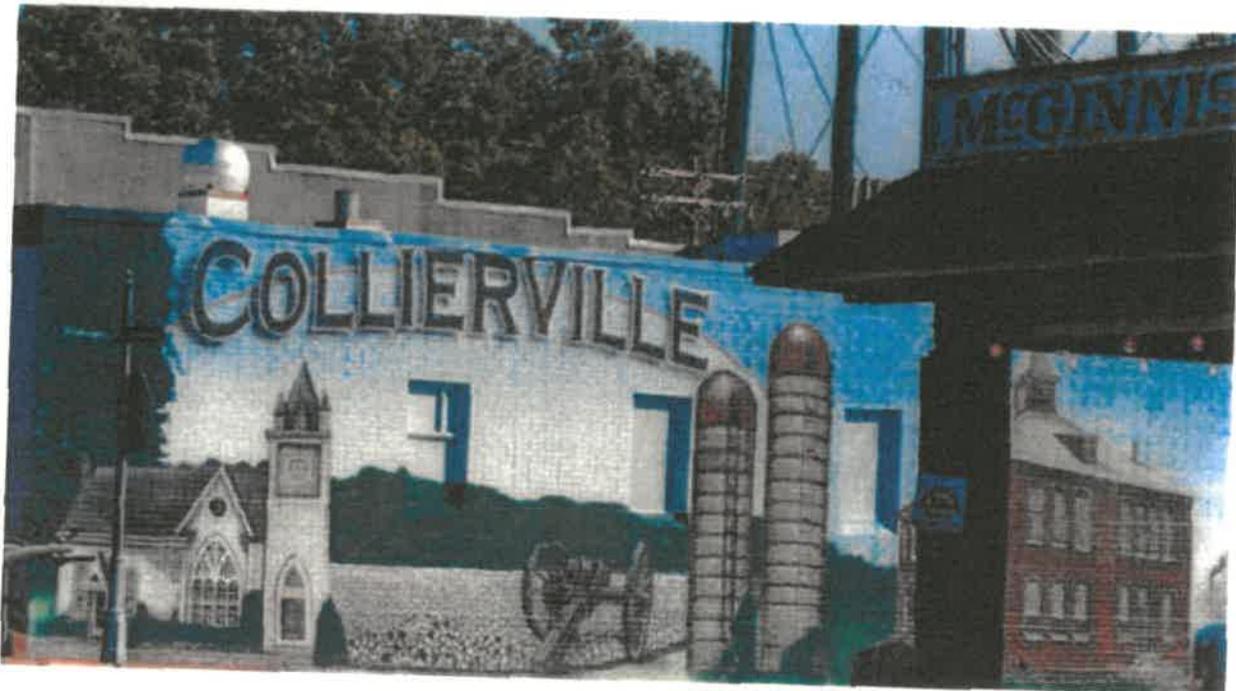
Columbia, MD 21046

[www.rekor.ai](http://www.rekor.ai) [info@rekor.ai](mailto:info@rekor.ai) 410.762.0800

**Cost Proposal** | RFP #2021-001

# Re-Solicitation -- Automated License Plate Reader (ALPR) System

## Copy



**SUBMITTED TO:**



**Town of Collierville**  
**Attn: Procurement Manager RFP 2021-001**  
500 Poplar View Parkway  
Collierville, TN 38017

**ATTACHMENT 9.2: Cost Proposal Format**

**NOTICE TO PROPOSER:**

*This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.*

*The Cost Proposal shall record only the cost proposed as required. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the Town shall determine the proposal to be nonresponsive and reject it.*

*The Proposer must sign and date the Cost Proposal.*

Rekor  
 Proposer Name 00004681  
 Vendor ID \_\_\_\_\_

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

Item No.	Description	Qty	Price
1	Annual Subscription Price (per unit) to include: Automatic License Plate Reader (ALPR) Solar Powered Automatic License Plate Reader (ALPR) DC Powered Initial 1 Year Maintenance Warranty (per unit) Hosting and System Analytics (per unit) Installation (inclusive of Shipping and Handling) (per unit) Cellular Mounting Equipment (per unit)	1	\$2148
2	Annual Subscription Price after initial contract term (per unit)	1	\$2148
3	Annual Maintenance Warranty after initial contract term (per unit)	1	0
4	Additional ALPR (per unit) <i>Annual Subscription</i>	1	\$2148
5	On-site Training Hours of training included: <i>8 hours</i>		0
6	List any quantity discount percentages available: <i>N/A</i>		

The proposer shall ensure that the proposer's name is reflected on all pages of the Cost Proposal Table or Form.

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Town of Collierville.

Proposer Signature and Date *[Signature]* 07/28/2020



**SUBMITTED BY:**

**Rekor Systems**  
2172 Columbia Gateway Dr Suite 1000  
Columbia MD 21046  
[www.rekor.ai](http://www.rekor.ai) [info@rekor.ai](mailto:info@rekor.ai) 410.762.0800

**Written Amendment** | RFP#2021-001

# Re-Solicitation --Automated License Plate Reader (ALPR) System Amendment #1



**SUBMITTED TO:**



**Town of Collierville**  
**Attn: Procurement Manager RFP 2021-001**

500 Poplar View Parkway  
Collierville TN 38012



## Transmittal Letter

August 26, 2020

Ms. Mandy Bajusz, Procurement Manager  
RFP2021-001 Re-Solicitation Automated License Plate Reader (ALPR) System  
Town of Collierville  
500 Poplar View Parkway  
Collierville, Tennessee 38017

To Whom It May Concern:

Rekor Recognition Systems, Inc. is pleased to be selected as a finalist for the (RFP2021-001) Re-Solicitation - Automated License Plate Reader (ALPR) System Request for Proposals. In this document is our amendment that includes responses to the questions asked by the Town of Collierville for additional detail or clarification. Also included is our best and final offer with the details of that offer attached. We look forward to meeting you in person for our oral presentation on August 31, 2020, and thank you for the opportunity to present our solutions to your team. I can always be reached at [rhillman@rekor.ai](mailto:rhillman@rekor.ai) or (410) 762-0800, extension # 301 with any questions regarding this amendment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rodney Hillman', written over a light blue horizontal line.

Rodney Hillman, Chief Operating Officer  
Rekor Recognition Systems, Inc.





## Question 1

***How are alerts/notifications/searches from other systems received and integrated with the Rekor Recognition Systems, Inc. system?***

### Open Architecture

Rekor's back-office database system is designed with an open-architecture and has the flexibility to seamlessly pull and receive data. This means that with appropriate security protocols in place, data field definitions, and rules of how data is to be used for alerts, notifications, reporting and/or searches, Rekor's system can integrate data from any third-party.

### Flexible Integration

For example, if a third-party law enforcement agency were on the lookout for a particular license plate, that data could be added to the Collierville hotlist. In another example, if a third-party ALPR vendor provided read access to its database of license plate reads, Rekor's system could have its search engine query the third-party database when conducting searches. Alternatively, if the third-party permitted exporting of its data, Rekor could append this data to its databases for more efficient searches. Any such arrangements would require client-approved memorandums of understanding regarding data security and appropriate data uses. Rekor's system can support such interfaces with multiple third-party systems.

### Limits Bounded by Third-Party Databases

Since our database is designed to be completely open to authorized data sharing, the limits to Rekor's ability to integrate are only bounded by the limits of a third-party database. The example below shows how our system would integrate with existing IP cameras from other agencies.





For further information about how our cameras integrate with other systems, please read our response to Question #2.

## Question 2

***Detail in depth the interoperability of Rekor Recognition Systems, detailing how information can be shared with other agencies utilizing other ALPR systems and other systems already in place.***

### **Flexible Integration to Handle Any Data Exchange**

Similar to our response to Question #1 regarding the ability of Rekor's system to receive and integrate information from other systems, Rekor's system can share or export any authorized data to one or multiple authorized third-party systems. Again, appropriate mutually approved security protocols are paramount.

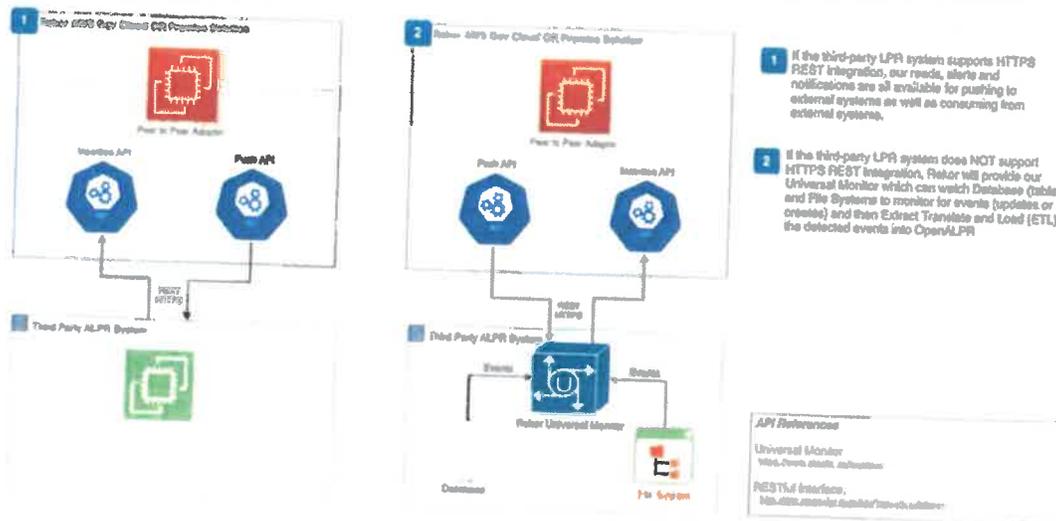
The details of how Rekor integrates with a third-party system depend on two basic integration modes described below:

- 1. If the third-party ALPR system supports HTTPS REST<sup>1</sup> integration**, then Rekor's system reads, alerts and notifications are all available for pushing to external systems as well as consuming from external systems using our standard applications programming interface or API; or
- 2. If the third-party ALRP system does not support HTTPS REST integration**, then Rekor will provide our Universal Monitor which can watch databases (tables) and file systems to monitor for events (either updates or new data creation) and then extract, translate and load, also known as ETL, the detected events to be processed by our Watchman software.

Note 1: HTTP REST, or representational state transfer, is a software architectural style that defines a set of constraints to be used for creating web interface services.

The drawings on the following page provide a visual representation of the two most common integration methods.





### Question 3

**Define in detail the local support and response offered if RekOR Recognition Systems, Inc. were awarded the contract?**

Rekor proposes to identify, hire, train and deploy a local partner or direct RekOR employee, situated in proximity to the Town of Collierville, to provide all field operation work, maintenance, tuning and related services. RekOR will upon award, seek approval of the Town for the local field operations partner and will provide for inspection, at any time during the implementation of a resulting contract, all security approvals for any person(s) having access to the installed systems.

### Question 4

**If RekOR Recognition Systems were awarded the contract, define in detail the local support and response offered:**

**As it relates to software (Remote access? On-site?)**

Rekor has developed and perfected a sophisticated system that is installed on each ALPR camera. The camera logic continuously checks the systems' operation and programmed algorithms monitor each camera for several key parameters. If any parameter falls outside of acceptable ranges, the system automatically sends an alert to RekOR's personnel.

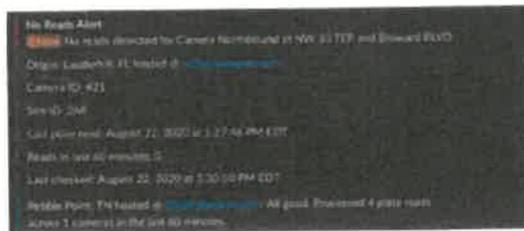




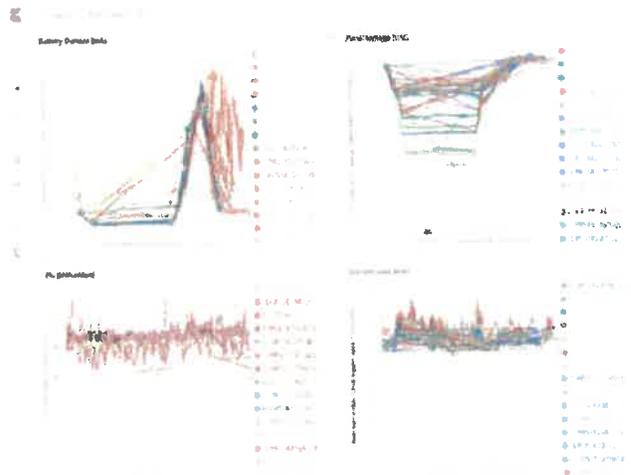
This real-time automatic equipment monitoring, by Rekor personnel, is provided as a no-additional-cost, value-add feature, typically not found on systems provided by other vendors. Because this system proactively looks for possible maintenance issues, individual unit uptime is increased. Benefits of system include:

1. Remote monitoring, configuration and updating of all edge processing units
2. Dynamically monitors the read performance vs. historical expectation
3. Proactive alerts reach Rekor support staff before customer impacts occur
4. Audit security ensures edge devices remain secure

### Slack Alerts

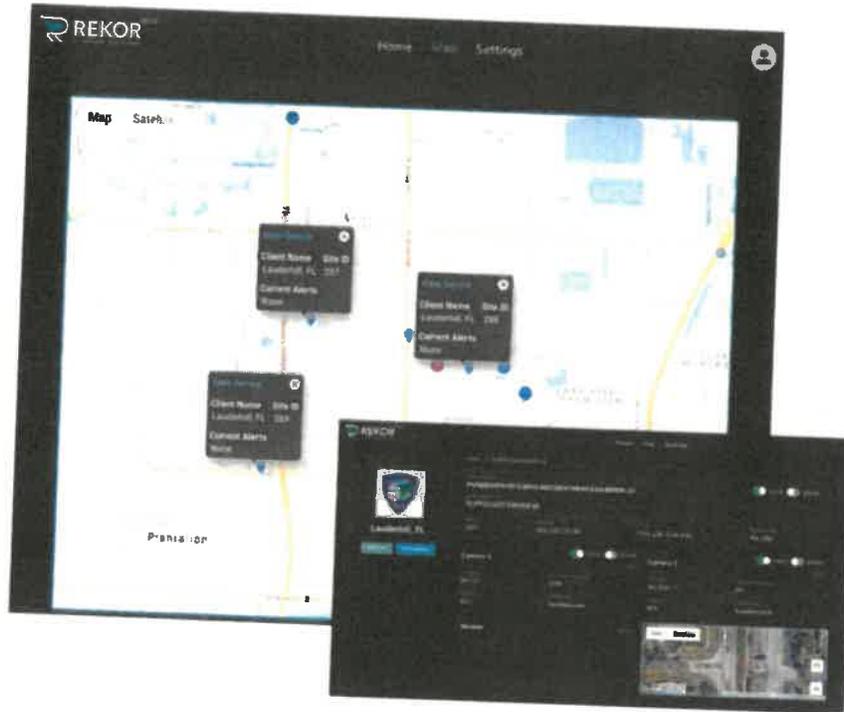


### Device Monitoring





**Status Map Visualization**



***As it relates to hardware (lead time, installation response time, etc.)***

Rekor's systems are all modular and specifically designed for rapid, easy in-field servicing. Additionally, we only use best-in-class manufactured hardware and peripherals, so each component is readily available. We maintain sufficient spare parts inventory locally to ensure timely support; however, the consistency and reliability of our edge systems translates to minimal on-site maintenance or repair.

As is standard with all our contracts, Rekor commits to its customer (and will to the Town of Collierville), a predefined Service Level Agreement (SLA) to guarantee any hardware or software issues that may occur during the term of the contract. Please see attached SLA for more specific information regarding response time commitments.





## Question 5

***What is the turn-around time for replacement/repair of damaged, inoperable, or malfunctioning equipment?***

Designated severity levels (see attached SLA for more detail):

- Critical – response within four (4) hours and repair/replace/adjust within twelve (12) hours
- Major –response within four (4) hours and repair/replace/adjust withing two (2) days
- Minor – response within eight (8) to twenty-four (24) hours and repair/replace/adjust withing two (2) business days

***Please confirm that the subscription and maintenance warranty pricing is all inclusive at no additional cost to the Town for replacement/repair of damaged, inoperable, or malfunctioning equipment.***

Rekor confirms that the subscription and maintenance warranty pricing is all inclusive at no additional cost to the Town for replacement or repair of damaged, inoperable, or malfunctioning equipment. Furthermore, as noted in our response to Question #4, we provide proactive monitoring of the system (hardware and software) so that our personnel will typically be alerted to potential problems prior to an actual outage and prior to Collierville's personnel needing to call for assistance. That said, we offer a 24/7 Customer Care line, with technical personnel on call, to address any urgent concerns from the Town.

## Question 6

***If awarded the contract, would Rekor Recognition Systems, Inc. be agreeable to billing the first two (2) years at the initial onset of the contract?***

Yes, if awarded the contract, Rekor will agree to bill the Town of Collierville the first two (2) years of the contract at the initial onset.

## Question 7

***The RFP document, Section 1.3.1.9, required that the proposer shall make contract pricing available to other agencies, offering the potential for multiple agency contracts. If awarded the contract with the Town of Collierville, what pricing discounts or quantity discounts is Rekor Recognition Systems, Inc. prepared to offer the Town of Collierville?***

Rekor agrees to make contract pricing available to other agencies in accordance with T.C.A. 12-3-1205. Contract pricing applies to products and services that are comparable to those provided to Collierville.





## Question 8

***If additional equipment (units) were to be purchased, is Rekor Recognition Systems, Inc. willing to prorate the costs of the additional equipment/subscription/maintenance warranty to maintain the same billing cycle as the initial purchase?***

Yes, Rekor agrees that if awarded the contract and additional equipment (units) are purchased, we are willing to prorate the costs of the additional equipment. This will also include any subscriptions and/or maintenance warranties so that the Town of Collierville will maintain the same billing cycle as the initial phase.

## Question 9

***Likewise, if equipment (units) were to be removed, is Rekor Recognition Systems, Inc. willing to prorate the costs of the equipment/subscription/maintenance warranty for the removed equipment?***

Yes, Rekor agrees that if awarded the contract and if equipment (units) are removed prior to the end of the initial contract, we are willing to prorate the costs of removed equipment. We will also prorate the subscription costs, which will include any maintenance warranties.





## Service Level Agreement

### Product Support

Rekor will provide maintenance and support directly to contracted customers for the subscription products in accordance with the provisions of this Service Level Agreement ("SLA"). If customer elects to engage Rekor for support services in connection with the purchase of resale products, then the same terms and conditions outlined herein shall apply.

Maintenance and support includes: monitoring and support of software and back office operations, software updates, hosting, communications, camera system operations monitoring, hardware maintenance, defect repair, and full repair/replace of failed units (for damage or defects not caused by customer). Rekor will not assess any additional fees, costs, or charges for maintenance and support, except for requests that are outside the scope of these services.

Commitments regarding response times below are focused on customer requests; however, please note that Rekor's proactive monitoring and full turnkey maintenance activities are designed to minimize the need for customers to initiate support requests. With respect to the severity levels below, Rekor will generally identify issues proactively and communicate with the customer regarding initiation of corrective action.

### Support Requests

Customer will classify its requests for error corrections or problems with the products in accordance with the descriptions set forth below (each a "Support Request"). Customer will notify Rekor of Support Requests by email, telephone, or such other means as the parties may hereafter agree to in writing. If Rekor disagrees with customer's classification of the Support Request, Rekor will notify the customer within the associated required response time window, providing supporting information or documentation relative to Rekor's assessment. Customer will make commercially reasonable efforts to evaluate and reclassify the Support Request.

### Support Response Time

Rekor shall use its best efforts to answer questions within eight (8) hours during weekdays and no longer than twenty-four (24) hours during weekend days of Rekor's support contact's initial telephone/email contact with customer. If further action to correct problems (or to provide suitable temporary solutions or workarounds for problems) is necessary, customer will identify a severity code (as indicated below) in its report to qualify for the stipulated response time. Rekor will respond as follows, provided that the problem can be recreated by Rekor:

#### *Critical (Critical or Severe Impact)*

"Critical Problem" is an emergency condition that causes multiple products to cease operating or produce substantially incorrect results or fail to operate in a manner that does not permit use of the software or hardware. Examples may include but are not limited to: widespread system damages or software failures, outage caused by storms or other environmental





conditions, hotlist download corrupted or missing, or firmware defect. The condition requires an immediate solution.

Rekor will respond to a report of a Critical Problem within four (4) hours of receipt of the problem report by customer or becoming aware of the problem and shall immediately thereafter use its best efforts (including by diligently and continuously performing such services as may be necessary) to: (a) promptly replicate and verify the reported problem; (b) arrive at a fix (or workaround reasonably acceptable to customer) as promptly as possible; and (c) provide customer with the final form of the fix ("Final Fix") or work-around promptly after the fix or workaround has been developed (and, if a work-around is provided, the Final Fix shall be provided as promptly as possible thereafter). Notwithstanding the foregoing, Rekor will complete the Final Fix within twelve (12) hours, barring circumstances impacting the situation that are beyond Rekor's reasonable control such as any act of God, war, fire, earthquake, strike, epidemic, or other catastrophic event.

For failure to respond to a Support Request within the corresponding time for a Critical Problem, Rekor will provide a service level credit equal to 5% of the fees for the month in which the service level failure occurs. For failure to resolve a Support Request within the corresponding time for a Critical Problem, Rekor will provide a service level credit equal to 3% of the fees for the month in which the service level failure occurs.

#### **Major (Degraded Operations)**

"Major Problem" is, other than any Critical Problem, any limited condition which causes an individual system to cease operating or produce substantially incorrect results, or for multiple systems to operate in a manner that is useable but non-essential functions are disabled or impaired and which customer can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort. Examples may include but are not limited to: single system damaged or destroyed and non-operational, component failure, firmware defect, or intermittent operation causing a significant degradation in data capture.

Rekor will respond to a report of a Major Problem within four (4) hours of receipt of the problem report from customer or becoming aware of the problem, and shall immediately thereafter diligently perform, during normal business hours, such services as may be necessary to: (a) promptly begin work on error identification and verification; (b) provide customer with a fix (or work around acceptable to customer) as promptly as possible; and (c) provide customer with a Final Fix or work-around promptly after the fix or workaround has been developed (and, if a work-around is provided, the Final Fix shall be provided as promptly as possible thereafter). Notwithstanding the foregoing, Rekor will complete the Final Fix within two (2) days, barring circumstances impacting the situation that are beyond Rekor's control such as any act of God, war, fire, earthquake, strike, epidemic, or other catastrophic event.

For failure to respond to a Support Request within the corresponding time for a Major Problem, Rekor will provide a service level credit equal to 5% of the fees for the month in which the service level failure occurs. For failure to resolve a Support Request within the corresponding





time for a Major Problem, Rekor will provide a service level credit equal to 2% of the fees for the month in which the service level failure occurs.

#### **Minor (Minimal Impact)**

“Minor Problem” is, other than any Critical Problem or Major Problem, a minor problem condition or error with the system or system(s) which customer can easily circumvent or avoid. Examples may include but are not limited to: camera check requiring slight focus adjustment, data field adjustment or add/change within back office, assistance with special reporting or searches, intermittent and/or non-repeatable minor data errors.

Rekor will respond to a report by customer of a Minor Problem within eight (8) hours during weekdays and no longer than twenty-four (24) hours during weekend days of receipt of the problem report, thereafter begin work on error identification and verification within two (2) business days of receipt of the problem report and provide customer with a Final Fix as promptly as possible. Notwithstanding the foregoing, Rekor will complete the Final Fix within fourteen (14) days, barring circumstances impacting the situation that are beyond Rekor’s control such as any act of God, war, fire, earthquake, strike, epidemic, or other catastrophic event.

For failure to respond to a Support Request within the corresponding time for a Minor Problem, Rekor will provide a service level credit equal to 5% of the fees for the month in which the service level failure occurs. For failure to resolve a Support Request within the corresponding time for a Minor Problem, Rekor will provide a service level credit equal to 1% of the fees for the month in which the service level failure occurs.

#### **Support Exceptions**

Rekor will not be responsible for failure to correct a problem to the extent that Rekor is unable to replicate the problem, or that the problem is caused by (a) a malfunction of computer hardware or software other than the system provided by Rekor, (b) an unauthorized modification, operation or use of the system by customer (c) use of the system in a manner other than that contemplated by this Agreement or specifications that may otherwise be approved by Rekor, (d) customer’s failure to implement the most recent software or firmware update provided to customer by Rekor, (e) use of the system that is not strictly in accordance with the documentation, (f) the system being subjected to neglect, accident or damage caused by customer, or (g) customer’s system other than the one in use at the time the system is accepted or an upgrade thereof. In any of these events, Rekor will advise customer and, upon request, will provide assistance as customer may reasonably request with respect to the problem at Rekor’s standard hourly rate.





### Customer's Support Obligations

Customer will provide Rekor with reasonable access to customer's authorized support staff, computers and other equipment during ordinary business hours following reasonable notice by Rekor for the sole purpose of facilitating Rekor's performance of its support obligations. Customer is required to timely install all updates, as prolonged use without an update may interfere with the ability to properly install a future update.

### Corrective Action Plan

If five (5) or more Critical Problems occur in any 30-day period during the contract term, Rekor will promptly investigate the root causes of these Critical Problems and provide to customer within five days of its receipt of notice of the fifth such Support Request an analysis of such root causes and a proposed written corrective action plan for customer's review, comment, and approval, which, subject to and upon customer's written approval, will be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "Corrective Action Plan"). The Corrective Action Plan will include, at a minimum: (i) Rekor's commitment to devote the appropriate time, skilled personnel, systems support, equipment, and other resources necessary to resolve and prevent any further occurrences of the Critical Problems giving rise to such Support Requests; (ii) a strategy for developing any programming, software updates, fixes, patches, hardware component substitutions, etc. necessary to remedy and prevent any further occurrences of such Critical Problems; and (iii) time frames for implementing the Corrective Action Plan. There will be no additional charge for Rekor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.





## Best and Final Offer

August 26, 2020

To Whom It May Concern:

Rekor Recognition Systems, Inc.'s original proposal reflected our competitive pricing. With that in mind, our best and final offer remains the same as our original cost proposal. Given our experience in custom ALPR installations across the United States, Rekor prides itself in exceeding the expectations of our clients. We achieve this by providing exceptional customer service and value-added features, typically not available from our competitors, at no additional cost to the Town.

These features to include:

- Automated Equipment Monitoring (by Rekor personnel)
- Peer-to-Peer Data Sharing
- Rekor Smartphone Application

These features are individually detailed in Section IV of this submission. The original (and best and final) pricing is shown below.

Annual Subscription Price (per unit)	\$2,148.00
Annual Subscription Price after initial contract term (per unit)	\$2,148.00
Annual Maintenance Warranty after initial contract term (per unit)	\$0.00
Additional ALPR (per unit) Annual Subscription	\$2,148.00
On-site Training - Hours of training included: 8	\$0.00

If there are any additional questions about our pricing and value-added features, we are pleased to discuss during our upcoming meeting with the Town. Again, we thank you for the opportunity to present our comprehensive solution to the Town of Collierville.

Warmest regards,

Rodney Hillman, Chief Operating Officer  
Rekor Recognition Systems, Inc.





## Automated Equipment Monitoring

Rekor has developed and perfected a sophisticated system that is installed on each ALPR camera. The camera logic continuously checks the systems' operation, and programmed algorithms monitor each camera for several key parameters. If any parameter falls outside of acceptable ranges, the system automatically sends an alert to Rekor's personnel.

This real-time automatic equipment monitoring is provided as a no additional cost, value-add feature, typically not found on systems provided by other vendors. Because this system proactively looks for possible maintenance issues, individual unit uptime is increased. Benefits of system include:

1. Remote monitoring, configuration and updating of all edge processing units
2. Dynamically monitors the read performance vs. historical expectation
3. Proactive alerts reach Rekor support staff *before* customer impacts occur
4. Audit security ensures edge devices remain secure

## Peer-to-Peer Data Sharing

As additional law enforcement agencies adopt ALRP solutions, the use of the data captured will increase as agencies agree to share information with other law enforcement agencies. As previously mentioned, Rekor's system is designed to be open and to pull and push information to peer networks in a secure manner without compromising data retention policies. The limits are only those imposed by a law enforcement agency or another vendor. Rekor-supported





agencies will always remain in complete control of their data, even when sharing. The ability to share data is provided at no additional cost and as a value benefit.

## Rekor Smartphone Mobile Application

Rekor’s initial mobile app will focus on helping law enforcement to do one thing exceptionally well, which is reading license plates and alerting users using a mobile device. This game-changing app will allow your officers to read license plate driving through parking lots using a window mount, or on foot at special events or walking the beat. This app will be provided as a value-add benefit at no additional cost.



*Driving Through Parking Lots*



*At Special Events*



*Walking the Beat*

### Reads Plates

*Once a user opens that app to a camera view, it will begin reading license plates by processing images on the device for rapid responsivity.*

### Get Alerts

*Users will be alerted visually, sonically, and with vibration feedback when there is a hotlist hit and can then drilldown to get additional information about the hotlist hit.*

### Review Reads

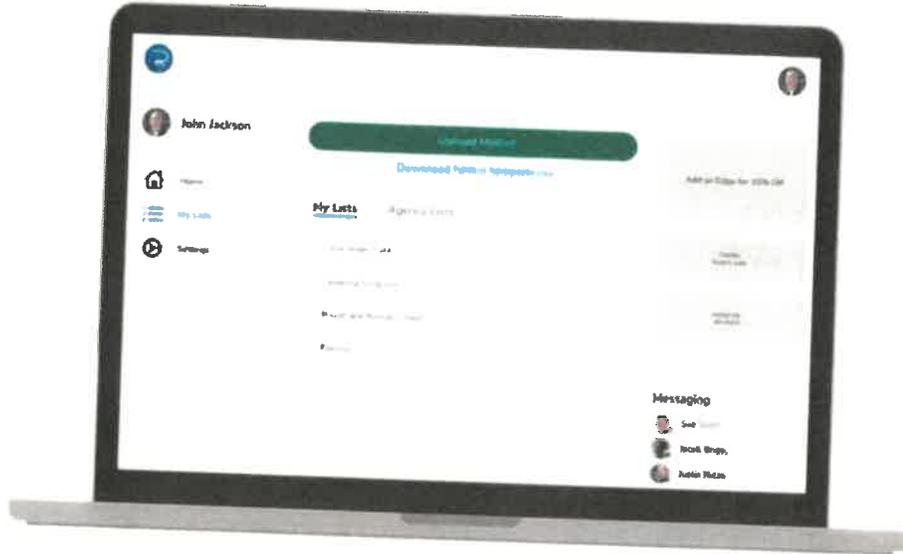
*Users will be able to review hits after their sessions*





### Laptop Support

Phone usage is also supported by a laptop interface for additional review of hits or by our Watchman back-end software.



September 28, 2020

Ms. Terri Spears  
Procurement Specialist  
Town of Collierville  
901-457-2253  
tspears@collierville.tn.gov

Subject: RFP 2021-001  
Rekor Recognition Systems, Inc. Continuity of ALPR Service Plan

Dear Ms. Spears:

You have asked Rekor Systems ("Rekor") to provide a plan for the continuation of services under the contract resulting from RFP 2021-001 (the "RFP"), should a judgment be rendered against Rekor in the matter of *Vigilant Solutions, LLC, v. Rekor Systems, Inc., Rekor Recognition Systems, Inc., and OpenALPR Software Solutions, LLC*, No. CV-20-00465-SAG (D. Md. Feb. 2020), and an injunction be entered against Rekor's sales of vehicle recognition software including Watchman and OpenALPR. Below, we provide an actionable continuity of services plan to ensure that the ALPR system procured from Rekor under the contract will remain in service for the Town of Collierville without respect to the outcome of that litigation.

Before Rekor addresses the contents of our plan, however, we again emphasize Rekor's high confidence that the pending litigation will not impact performance of the Collierville ALPR system contract, for two reasons.

*First*, as detailed in the opinion of Rekor's third-party intellectual property counsel, Cahn & Samuels, LLP, provided in connection with the RFP, Rekor has good reason to believe that the claims in the patent at issue are invalid on multiple bases. Accordingly, Rekor has every expectation that the pending litigation will be decided in Rekor's favor.

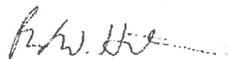
*Second*, even putting aside the baselessness of Vigilant's allegations, there is no possibility that an adverse result would impact Rekor's performance of the ALPR system contract due to the timeline of the litigation. Specifically, before an injunction against Rekor's technology could be imposed, Vigilant must first:

- Prove at a trial or otherwise obtain a final judgment of the Court that Rekor infringed on the patent.
- Successfully defeat at a trial or otherwise obtain a final judgment of the Court overcoming Rekor's substantial defenses that the patent is valid and not overbroad.
- Convince the Court that an injunction is warranted based on the four factors detailed by the Supreme Court in *eBay v. MercExchange*, 547 U.S. 388—(1) irreparable injury, (2) monetary damages are inadequate, (3) the balance of hardships of an injunction is in Vigilant's favor, and (4) the public interest would not be disserved by an injunction.

There is no possibility under the Court's schedule that this will occur for at least a year or more, if ever. And, if Vigilant were to be successful, Rekor would appeal and move that any injunction be stayed pending that appeal (a stay which is routinely granted in a patent case). An appeal at the Federal Circuit is likely to last an additional 18 months or more before a decision. Altogether, even if there were an adverse final judgment, the earliest we would expect the need to implement a continuity plan would be well beyond the initial two-year contract term. Thus, the Town, at that time, would also have the authority not to renew the contract at any point within the option years, if it so chose. Accordingly, even if Vigilant's litigation had merit (which it does not), there is no reasonable likelihood that this litigation could impact Rekor's ability to complete the contract.

Notwithstanding Rekor's confidence that Vigilant's patent litigation is frivolous, we understand that the Town of Collierville would like to include in the contract a Continuity of Services Plan for the ALPR system in the event of an adverse result. Accordingly, Rekor is pleased to commit to the following plan to ensure uninterrupted service under the contract.

Thank you again,



Rodney Hillman  
Chief Operating Officer  
Rekor Recognition Systems, Inc.  
[rhillman@rekor.ai](mailto:rhillman@rekor.ai)  
Office (410) 762-0800, extension #301  
Cell 443-615-1548

## **Continuity of ALPR Service Plan**

This plan describes Rekor's commitments to successful completion of the ALPR system contract resulting from RFP No. 2021-001, and the steps that Rekor will take to ensure continuity of service under the contract should there be an adverse result at a trial in *Vigilant Solutions, LLC, v. Rekor Systems, Inc., Rekor Recognition Systems, Inc., and OpenALPR Software Solutions, LLC*, No. CV-20-00465-SAG (D. Md. Feb. 2020) and, thereafter, an injunction entered against Rekor's ALPR software.

### **1. Immediate Disclosure of Adverse Litigation Events**

Consistent with Rekor management's commitment to communication described in proposal § 5.2.4.3 (Project Management), Rekor commits to immediately disclose to the Town of Collierville any adverse events on the merits of the parties' claims and defenses in the above-captioned litigation, to ensure there are no surprises with respect to any impact on the contract. In this regard, even if an adverse event occurred, to include an adverse decision at trial, Rekor's performance of the contract still would not be immediately impacted. Instead, after conclusion of the trial, there would be post-trial motions and additional briefing and a hearing before entry of any injunction against Rekor's products. Accordingly, following an unfavorable result at trial, there still would be a period of weeks to months before any impact on ALPR service under the contract could occur. Through immediate disclosure of any adverse event on the merits of the litigation, Rekor will ensure sufficient time to execute this Continuity of ALPR Service Plan prior to the Town of Collierville experiencing any impact on the contract.

### **2. Analysis of Alternatives for Uninterrupted ALPR System Service Capability Before Contract Impact**

In the event of an adverse result at trial, Rekor will immediately pursue an analysis of alternatives assessing multiple parallel options for continuity of service in the event that an injunction against Rekor's software were ultimately imposed. These alternatives include, but are not limited to, the following options:

#### **1. Negotiation of a License Agreement with Vigilant**

Rekor will pursue negotiations with Vigilant and make every effort to license, at Rekor's expense, the technology claimed under the patent, to permit uninterrupted ALPR service using Rekor's existing suite of software for the remaining term of the contract.

## **2. Negotiation of a License Agreement for Alternative ALPR Software**

Rekor will also pursue negotiations with other ALPR software providers to license, at Rekor's expense, an alternative ALPR software product, to provide uninterrupted service for the remaining term of the contract through a transition to software not subject to litigation. As you are aware, there are multiple ALPR vendors with alternative software products. To provide for continuity of service under the contract Rekor will ensure a successful transition by providing all services required for new software integration, compatibility and interoperability with installed hardware, and data migration.

## **3. Assignment of the Contract with Ongoing Support**

Rekor will also pursue the option of assigning the contract for its remaining term to another ALPR vendor capable of meeting the ALPR system contract requirements with no additional cost to the Town of Collierville. In the event that assignment of the contract became necessary, Rekor commits to leave all Rekor hardware in place, and to provide ongoing support services to the assignee as necessary for new software integration, compatibility and interoperability with installed hardware, and data migration.

## **3. Recommendation of Alternative and Collierville Approval**

If an adverse result were to occur and Rekor were unable to secure a license to continue ALPR service using Rekor's existing software; Rekor will recommend an alternative software or ALPR vendor to the Town of Collierville for approval.

## **4. Implementation of Alternative, if Required Pending Appeal**

In the event of an adverse result at trial, Rekor will immediately pursue Continuity of Service plan elements 2 and 3 above. However, Rekor would also appeal the verdict, and move that any injunction be stayed pending that appeal (a stay which is routinely granted in a patent case). If an injunction were stayed pending appeal, as anticipated, Rekor would continue to provide ALPR service under the contract using Rekor's existing suite of software.

If Rekor were denied a stay of the injunction pending appeal, then Rekor would execute an agreement with Vigilant to license the claimed technology under the patent, or an agreement for the approved alternative software or an approved assignment of the contract, to provide for transition of service prior to the effective date of an injunction against Rekor's software. Through implementation of these steps in the time (likely weeks to months) between an adverse result at trial, and the imposition of any injunction—which Rekor believes would be stayed pending appeal—Rekor will ensure that the Town of Collierville's ALPR system provides uninterrupted service without respect to the pending patent litigation.

