

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.

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

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*.

	<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
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

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

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 Waiver 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

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

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

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

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**”).

W I T N E S S E T H:

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

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.

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.