

REQUEST FOR PROPOSAL

Issuing Agency Henry County Board of Commissioners
Purchasing Department
140 Henry Parkway, Room 209
McDonough, Georgia 30253
Phone: 770-288-6027
Fax: 770-288-6047

Issue Date November 24, 2009

Buyer June Goodwin

Proposal Number SP-10-23-122209-3

Proposal Closing Date December 22, 2009

Proposal Closing Time 3:00PM

Project Automated License Plate Recognition (ALPR) System

REQUEST FOR PROPOSAL
(SP-10-23-122209-3)

Henry County Board of Commissioners is requesting proposals from qualified vendors to provide an Automated License Plate Recognition (ALPR) system for the Henry County Police Department. The Contractor shall provide all materials and services necessary in the performance of this RFP.

Proposals will be received by Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, Room 209, McDonough, Georgia 30253 until 3:00PM local time on December 22, 2009. Proposals may be submitted by mail, common carrier, or delivered in person. Electronic (fax or e-mail) proposals are not acceptable. All proposals must be received by the Purchasing Department prior to the date and time specified. Late proposals will not be considered nor returned. Proposals will be formally accepted and acknowledged at the County Administration Building by staff personnel.

The Proposal documents are available for review at the Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, McDonough, Georgia; phone 770-288-6027, fax 770-288-6047. The documents are also available for review and download at the Henry County BOC website: www.co.henry.ga.us >departments >purchasing >bids.

Proposals may not be withdrawn for sixty (60) days after the time and date set for closing, except as allowed by OCGA. Henry County reserves the right to reject any and all proposals and to waive any technicalities.

1. ABOUT THIS DOCUMENT

- 1.1. This document is a Request for Proposal. It differs from an Invitation to Bid/Quotation in that the County is seeking a solution, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards which measure how well a vendor's approach meets the desired requirements and needs of the County. The County will thoroughly review all proposals received. The County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.
- 1.2. Henry County will not be responsible for any expenses incurred by any vendor in the development of a response to this RFP, including any interviews, presentations, or supplemental information provided, submitted, or given to Henry County or its representatives.

2. SCOPE

- 2.1 The intent of this invitation is to obtain competitive proposals from qualified vendors to provide an Automated License Plate Recognition (ALPR) to be used with the existing laptop computers currently utilized by the Henry County Police Department.
- 2.2 If awarded, the County intends to award a single contract as a result of this RFP.
- 2.3 After Contract award, the Contractor shall furnish all labor, materials, equipment and services as required.
- 2.4 The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, Henry County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. SUBMISSION OF PROPOSALS

- 3.1 Sealed proposals will be received by the Henry County Board of Commissioners, Purchasing Department until 3:00PM local time on December 22, 2009. Late proposals will not be considered nor returned.

- 3.2 All questions must be in writing and addressed to June Goodwin, Henry County Purchasing Department, 140 Henry Parkway, McDonough, Georgia 30253; questions may be sent via fax, 770-288-6047, or e-mail jgoodwin@co.henry.ga.us.
- 3.3 The following documents shall be returned with vendor's proposal:
- SUPPLY SERVICE CONTRACT, with corporate seal duly impressed, if applicable
 - CONTRACTOR AFFIDAVIT AND AGREEMENT
 - SUBCONTRACTOR AFFIDAVIT
 - REFERENCE SHEET
- 3.4 The County may revise the proposal documents by issuing a written addendum prior to the proposal closing time. The addendum must be returned with the bid or proposal documents. Failure to bid or propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the County may postpone an opening in order to notify vendors to give them sufficient time to respond to the addendum. Any change which is not issued through the Purchasing Department as a written addendum shall not be binding upon the County.
- 3.5 Proposals may be submitted by mail, common carrier, or delivered in person. Electronic (fax or e-mail) proposals are not acceptable. All proposals must be received by the Purchasing Department prior to the date and time specified.
- 3.6 Proposals must be returned to Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, Room 208, McDonough, Georgia 30253. All proposal packages, envelopes, etc. must be clearly marked for **“Sealed Proposal No. SP-10-23-122209-3”**.
- 3.7 *The Purchasing Department shall not be responsible for proposals which are not properly addressed or directed to any other department. Proposals which are not received in the Purchasing Department by the time and date specified shall be considered late and shall not be considered for award.*
- 3.8 Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner will not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.
- 3.9 Proposals may not be withdrawn after the time and date set for proposal closing, but shall remain open for acceptance for a period of sixty (60) days following such time.
- 3.10 All proposals become property of the County and shall not be returned to the vendor(s)
- 3.11 Vendor shall furnish two (2) copies, the original must clearly marked, of the proposal and all documentation. All forms must be typewritten or printed in ink. Any changes or corrections must be initialed by the person signing the proposal documents.

4. PRICING

- 4.1 All prices shall be F. O. B. destination (location or job-site) and shall include all charges that may be incurred in fulfilling the terms of this Request for Proposal.

5. INTERPRETATION OF BID

- 5.1 All inquiries regarding bidding/proposal procedures should be directed to: June Goodwin, Purchasing Department, 140 Henry Parkway, Room 209, McDonough, Georgia 30253, phone 770-288-6027, fax 770-288-6027 or e-mail jgoodwin@co.henry.ga.us .
- 5.2 Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.
- 5.3 No oral order, objection, claim or notice by any party to the other, either before or after execution this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.
- 5.4 Unauthorized contact with members of the Henry County Board of Commissioners, county employees or county representatives by a vendor or a vendor's representative concerning this RFP is prohibited and may result in the disqualification of the vendor.

6. ORDER OF PRECEDENCE

- 6.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this RFP shall take precedence over the General Conditions and Instructions to Bidders included herein.

7. AWARD

- 7.1 Henry County reserves the right to reject any and all proposals, to waive any technicalities and, unless otherwise specified by the bidder, to accept any item in the proposal.
- 7.2 The County reserves the right to award the contract to the next most qualified vendor/firm if the successful vendor/firm does not begin contracted services within the prescribed number of days stated in the contract.
- 7.3 Henry County is exempt from excise taxes, including transportation and sales tax. Any applicable taxes otherwise imposed by a governmental body must be shown as a separate item.
- 7.4 It is agreed by the parties hereto that delivery by the supplier to the common carrier does **not** constitute delivery to the County or any political subdivision or department thereof. It is agreed that the County accepts title only when received regardless of F.O.B. point.

8. PURCHASE ORDER

- 8.1 A purchase order for the item(s) listed in this RFP will be issued shortly after contract award and will become an integral part of the resulting contract.
- 8.2 The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modifications thereto.

9. DELIVERY POINT

9.1 All work shall be coordinated with the Project Manager; all deliverables shall be delivered to the Project Manager; all invoices shall be sent/delivered to the Project Manager.

10. CONTRACT ADMINISTRATION

10.1 The contractor shall assign, in writing, a Contract Administrator throughout the life of this contract as the primary point of contact for the various departments of the County. The departments and user personnel shall direct all contract resolutions through the Contract Administrator, which includes specifications, pricing, shipping, reports, etc. The Contract Administrator may designate personnel within the company to provide requested information. However, the County shall not contact other personnel with the company that is not familiar with the terms and conditions of the contract. The Contract Administrator shall be included on the Financial Response Form attached.

10.2 The County recognizes that changes will occur during the life of this contract. Therefore, if a change in the Contract Administrator is necessary, the contractor shall notify the Henry County Purchasing Department, in writing, within five (5) business days. The following information shall be submitted for the new Contract Administrator: Name, Title, Phone Number, Fax Number and e-mail address.

11. LISTING OF EXCEPTIONS

11.1 All exceptions to contract specifications must be itemized. Details concerning the exception must be clearly explained. Each exception will be considered by the County as to the degree of impact and total effect on the bid.

11.2 The County assumes that silence to exception indicates that the item(s) will comply with specifications. Should the item(s) not comply, and the exception is not indicated, then the item(s) shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specification prior to acceptance. Should the item not comply, and an exception not taken, the Contractor shall be held responsible to fulfill that specification. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of literature will not constitute the taking of an exception nor honor any specification changes.

12. COMPLETION OF PERFORMANCE

12.1 Unless otherwise extended by approved Change Order(s), Contractor shall complete its performance of this contract within the time specified.

13. DELAYS BEYOND CONTROL OF CONTRACTOR

13.1 In the event that completion of the contract shall be delayed because of any labor strike or work stoppage, injunction, or interference of any public authority, or by reason of any cause or circumstances beyond the control of the Contractor and for which he could not have taken reasonable precaution, the completion date may be extended as shall be determined in each instance at the discretion of the County.

13.2 However, the granting of any such extension(s) shall not be considered as a waiver of the requirement of timely completion or deemed to affect the importance of timely completion.

13.3 Notice of Delays: Whenever the Contractor receives notice or obtains knowledge of any event or condition which will delay, or is likely to delay, the completion of his performance under this contract beyond the specified completion date, he shall notify County Purchasing in writing within fifteen (15) calendar days after receiving such notice or obtaining such knowledge of the nature of the delay and its estimated duration; otherwise, the Contractor shall not be entitled to any extensions of the completion date.

14. WARRANTY/GUARANTEE

14.1 The Vendor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation.

14.2 Acceptance of the work by the County will not relieve the Vendor of the responsibility of subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Vendor.

14.3 The Contractor shall furnish two (2) complete set of manuals for each item/equipment installed, including owner's manual and shop/parts manual, at no additional cost to the County.

15. PAYMENT

15.1 Invoices will be paid within 30 days after approval by the Project Manager

16. OWNERSHIP OF DOCUMENTS

16.1 Reports and all relevant data such as electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the Services required by this Contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the Project except that Contractor shall have the right to retain copies of the same.

17. NEWS RELEASES BY VENDOR

17.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the County.

18. SEVERABILITY/CANCELLATION

18.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

18.2 This Contract shall be construed and governed in accordance with the laws of the State of Georgia. Any controversy or claim rising out of or relating to this Contract, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in McDonough, Georgia. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all other sums to which it may be entitled, may call upon the other party to pay their reasonable expenses, including legal fees, relevant to the claim.

18.3 Cancellation. This contract may be cancelled by either party, at any time, upon 30 days written notice of its intent to cancel. The Contractor shall be paid for all services rendered or materials delivered and due prior to the Notice of Cancellation

19. NON-COLLUSION

19.1 By signing the Supply Service Agreement, vendor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

20. INDEMNIFICATION/HOLD HARMLESS

20.1 The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

20.2 The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

21. CONFLICT OF INTEREST

21.1 By signing the Supply Service Agreement form, I certify that the vendor and employees of the vendor performing work on this Contract shall comply with the requirements of Section 3-2-4 of the Code of Henry County pertaining to Conflicts of Interest.

21.2 Further, no employee of Henry County shall be directly interested financially, or have any direct personal beneficial interest, in the purchase or contract for any materials, equipment or supplies furnished to Henry County as a result of the Supply Service Agreement.

22. DRUG-FREE WORKPLACE CERTIFICATION

22.1 By signing the Supply Service Agreement form, I certify that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- A. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
- B. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:

“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.

- C. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

23. COMPLIANCE WITH STATUTES

23.1 The Vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items or services pursuant to this RFP and resulting Contract.

24. PROPOSAL PREPARATION AND SUBMISSION

24.1 Proposal Format. Proposals should be prepared simply and economically. Potential respondents will furnish all information required and/or specified. All costs associated with the project will be clearly identified.

25. SCOPE OF WORK/SERVICES

25.1 Vendor/Consultant shall furnish all labor, materials, and services required and necessary to provide an Automated License Plate Recognition (ALPR) system to be used with the existing Dell laptops (ATG D620 and D630) computers currently installed in the Henry County Police vehicles.

25.2 An original equipment manufacturer, who designs, manufactures, and develops their own hardware and software dictating the control, quality and support of products that can provide the following:

- Custom Cables, ALPR processor with plate recognition and database modules using Neural Network Optical Character Recognition (OCR)
- 4 Dual IR/Color camera pods rated at or above 100mph

- Provide software that can be used on existing laptop computers with in-car mapping, with full search and alert capabilities
 - In-vehicle CAD (computer-aided dispatch) integration module (any CAD system).
 - Single click live check on any plate to State and NCIC in real time. System updated wireless or USB
 - V-Gate communications gateway software with push/pull messaging technology, advanced mapping/location applications and hot list synchronization.
- Vendor shall include all Installation and Training.
- Vendor shall provide on site/ next day service and support

26. EVALUATION CRITERIA

The following criteria will be used to evaluate and establish a “short list” of vendors for the financial phase of this project. **The same detailed information must be provided for any anticipated subcontractor(s) participating in the project.** Evaluation criteria shall include, but are not necessarily limited to, the following:

- 26.1 State whether your organization is national, regional, or local. Identify headquarters and nearest office and identify the office which will serve as the managing office for this project, including address, telephone number, and contact person.
- 26.2 Provide a history and resources of your firm indicating the number of employees, annual payroll, firm’s age, affiliations, and ownership. List any public involvement or other unique expertise.
- 26.3 Provide details of your firm’s experience in the areas covered by this proposal. This should include a sample of your firms work. List of projects completed within the last three (3) years that are similar in type, size, and complexity. Indicate the client name, address, phone number, and relevant information about each project.

27. EVALUATION CRITERIA AND ASSESSMENT

27.1 A Committee will review and evaluate vendor responses to Evaluation Criteria as follows:

- | | |
|---|-----------|
| A. Company information, history, affiliations and ability to provide services | 35points |
| B. Conformity with specifications, suitability to requirements and completeness of the proposal | 35 points |
| C. References | 15 points |
| D. Pricing/fees | 15 points |

Total: 100 points

A. Company Information, History and Ability to Provide Services:

1. Official Name of the Firm, including Address and Phone Number (s). Years in business providing **Automated License Plate Recognition (ALPR) system**. Firm's Organization and Management Structure (Federal ID Number).
2. Organizational chart for project team to be used on this project. Provide resumes of all key participants.
3. Experience: Firm's **past** experience in doing the same type of contract, **not current** contracts, List

(3) Three:

Agency:	
Address:	
Contact:	
Phone:	
Agency:	
Address:	
Contact:	
Phone:	
Agency:	
Address:	
Contact:	
Phone:	

B. Conformity with Specifications, Suitability to Requirements and Completeness of the Proposal:

1. Discuss the approach your firm will use to implement and continually provide the services required by this request for proposal. Discuss any special techniques, strategies and capabilities you will use. Discuss these procedures in detail listing and explaining each step and/or detail. Your understanding and approach to this project is very important.
2. Provide sample of each form and/or letter used to perform your procedures discussed above. Describe each sample form and/or letter in detail.

28. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

28.1 Henry County is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by Henry County at any time. Contractor shall be required to provide copies to Henry County upon request.

Failure to comply with these rules will result in the rejection of the bid and/or termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

SUPPLY/SERVICE CONTRACT

PROPOSAL NUMBER

SP-10-23-122209-3

COMMODITY

Automated License Plate Recognition

PROPOSAL CLOSING DATE/TIME

December 22, 2009/ 3:00PM

ISSUE DATE

November 24, 2009

DEPARTMENT

Police Department

HC CONTRACT ADMINISTRATOR

Joe Hencely

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Henry County Board of Commissioners, Henry County, Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Henry County, Georgia.

It is understood and agreed that we have read the County's specifications shown or referenced herein and this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any ad all such County specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

NAME AND ADDRESS OF FIRM:

Telephone No.:

Fax Number:

Federal Identification No.:

State of Georgia Reg. No.:

(if applicable)

CHECK ONE:

INDIVIDUAL _____

PARTNERSHIP _____

CORPORATION _____

State in which incorporated _____

Vendor Legally Authorized Signature

Date

(Impress
Corporate
Seal Here)

Print Name and Title

ACCEPTANCE AGREEMENT – Henry County, Georgia

(This is not an order)

CONTRACT NUMBER: _____

DATE: _____

Accepted as to Items (s) Indicated: _____

Chairman, Board of Commissioners

Date

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation that is contracting with Henry County, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Henry County, Georgia, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to Henry County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE ____ DAY OF _____, 20____

Notary Public

My Commission Expires:_____

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Henry County, Georgia, has registered with and is participating in a federal work authorization program* [or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20____

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).