

TOWN OF FARRAGUT
REQUEST FOR PROPOSALS

For Automated Red Light Enforcement System

Proposal to be received by April 04, 2008, 11:a.m., Eastern Standard Time

Submit Proposals to:
Town of Farragut
Administration Dept.
11408 Municipal Center Drive
Farragut, TN 37934

Prepared by the Town of Farragut

www.townoffarragut.org

865.966.7057

Request for Proposals
For Automated Red Light Enforcement System

Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline.....	3
Background.....	3
General Conditions	3
Scope of Service	4
Contract Requirements	11
Instructions to Submitting Entities	12
Evaluation Criteria.....	13
Submission Forms	14

Town of Farragut
Request for Proposals
Automated Red Light Enforcement System

I. Statement of Intent

The Town of Farragut is requesting proposals from responsible vendors for the supply, implementation, and continuing performance of the hardware, software, and support services needed for the Automated Red Light Enforcement System for the Town of Farragut.

II. RFP Time Line

Availability of RFP	March 03, 2008
Proposals Due Date	April 04, 2008
Consultant Selection Process Proposals Reviewed and Interviews of Specific Consultants	
Interview Submitting Entities by Town Staff/KCSO	April 14-18, 2008
Demonstration to Town Board/Public Comment.....	April 24, 2008
Recommendation to Town Board for Approval	May 2008
Contract Start Date	July 01, 2008

This is a tentative timetable and is a guideline for submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change.

In no event shall the deadline for submission of the proposals be changed except by written modification by the Town of Farragut.

III. Background

One of the largest causes of serious injury traffic collisions in the Town of Farragut is related to red light running. In addition to instituting significant engineering measures and additional enforcement, the Town believes that automated enforcement is an effective supplement to existing Town resources and these systems have proven to reduce red light behavior in other cities. The ultimate goal of this program is to reduce the number of collisions, focused on serious injury, at signalized intersections. Public participation and satisfaction is a key determinant of the project's success. It is critical that the program be administered with quality assurance and sensitivity to the public.

The Town now desires to invite vendors to respond to this Request for Proposal as a means to supplement the research the Town has previously undertaken.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals.

4.2 This material contains general conditions for the procurement process, the scope of service requested; contract requirements; instructions for submissions of qualifications; and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the Town of Farragut. To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete, and a contract is awarded. No information about any submission of proposals shall be released to anyone until the process is complete, except to appropriate Town Staff and Elected Officials at their request. All information provided shall be considered by the Town Staff in making a recommendation to enter into an agreement with the selected consultant. However, the Town's complete evaluation of the vendor shall not be limited to the information sent in response to the RFP.

4.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing, by email, to the Town of Farragut Associate Town Administrator (gary.palmer@townoffarragut.org) by March 15, 2008.** The Town of Farragut shall not be responsible for oral interpretations given by any Town of Farragut employee, representative or others. The issuance of written addenda is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposals, the Town of Farragut will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the RFP; however, it shall be the responsibility of each submitting entity, prior to submitting proposals, to contact the Town of Farragut Associate Town Administrator to determine if addenda were issued and to make such addenda a part of the submission of proposals.

4.5 The Town of Farragut reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities and technicalities; (c) accept any alternative submission of proposals presented which in its opinion, would best serve the interests of the Town of Farragut; (d) give full and proper evaluation of the firm or team presenting the proposal. The Town shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. Also, the Town reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the Town deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but shall not be limited to: current financial statements by an independent CPA; verification of availability of equipment and personnel, and past performance records.

4.6 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal. The proposer will be required to execute and submit this affidavit prior to execution of a contract for any services.

4.7 Subsequent to the Town Staff's review and recommendation of a vendor, the Town of Farragut Board of Mayor and Aldermen review and approval shall be required before the final contract is executed.

4.8 All expenses for making submission of qualifications shall be borne by submitting entity.

4.9 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to the Town of Farragut for the services set forth in the Request for (Proposals) until one or more of the submissions have been duly accepted by the Town of Farragut.

V. Scope of Service

The general scope of this project is to provide a complete turnkey digital-only red light photo enforcement program. A desirable system would incorporate, but not be limited to, many of the following features: multiple digital still photographs to include rear scene images, rear plate images, digital video, internet review and approval (both for officer approval and violator review), the availability to select from several triggering options to include induction loops, and the capability to issue citations related to red light violations associated with straight through, left turn, double left-turn and right-hand turning movements. The program shall consist of the installation of complete camera systems, providing complete citation processing (including the ability to run registration checks on license plates), training of key Town employees, Knox County Sheriff's Deputies, and adjudication personnel, providing expert witness testimony in court, customer service, collection processing and providing a public awareness / educational program. The Town is anticipating the red light photo enforcement program will include at least four (4) intersections with approaches to vary dependant on the intersection, with the potential for further expansion

dependent upon the success of the program. The Town of Farragut is looking for a creative response at no cost to the Town.

The Vendor shall coordinate its efforts with the Knox County Sheriff's Office (the Town's law enforcement organization), Town of Farragut Engineering, Town of Farragut Administration Department, Town of Farragut Municipal Court, and other agencies affected by the project (utilities, phone, etc.). The Vendor will be expected to work closely with the Knox County Sheriff's Office and the Town's Engineering Department to ensure design compatibility and uniformity. During installation of the camera systems the Vendor will be expected to coordinate all work with the Town Engineer in charge of signal maintenance and operation. Work performed within the public rights of way shall meet all applicable Town and State standards for construction, including but not limited to, those pertaining to traffic control. The Vendor shall be licensed to work in the State of Tennessee (if applicable) and be responsible for submission of all applicable permits and fees. A licensed contractor shall perform said work.

VENDOR (FIRM) RESPONSIBILITIES:

The Vendor will be responsible for the supply, implementation, and continuing performance of the hardware, software, and support services described in the Scope of Work. This includes a complete turnkey operation in which the Vendor will design and install the complete system, process the violations, collect the fines, provide training for Town and court personnel, as well as implementing a public awareness and promotional campaign.

Each item under the overview section should be addressed as (1) meets the RFP; (2) does not meet the RFP; or (3) alternate/option or modification with an explanation of the exception.

SCOPE OF SERVICES

BACKGROUND

The Town of Farragut has the authority to issue civil penalties for red-light violations caught on an electronic monitoring / automated camera system (Attached: *Ordinance 07-33*).

The fine for running a traffic signal, where observation utilizes a camera system, is set by Town Ordinance at fifty dollars (\$50). Tickets are considered civil penalties and not moving violations. Therefore, no driver's license or insurance points are assessed for a citation.

OVERVIEW

The Program involves the monitoring of at least four (4) intersections as specified by the Town. The Town will expect the chosen firm to phase in a fully operational Program within six (6) months after issuing execution of a contract. The Town will have the right, at its sole discretion, to add, delete, or revise any services to meet its changing needs at no cost to the Town.

1. Purchase of Equipment

The firm must have sufficient financial resources to provide equipment approved by the Town, to monitor a minimum of four (4) intersection approaches. All equipment will remain the property of the firm. The Town recognizes that the image-processing field continues to evolve. The Town would require a photo citation system that uses digital imaging technology. Additionally, the Town prefers a system, which combines both digital still images and full motion video. However the Town will review and evaluate all proposals on their individual merits and select the proposal that best meets the overall needs of the Town.

- A. System must be modular in construction that will facilitate easy installation and maintenance.
- B. Vendor shall provide and install all equipment including, but not limited to poles, cabinets, cameras, and related equipment at the intersection.
- C. System shall require detection equipment technology to be cut into or embedded into or under the road surface. The road will be repaired to the Town of Farragut Engineering

specifications. This detection equipment and affected road shall be repaired and maintained at the vendor's cost.

2. Installation of Equipment

The firm will be responsible for installing the approved equipment and ensuring that the cameras are phased in as scheduled and operating properly.

- A. A minimum of four (4) intersection systems will be operational within six months after execution of a contract.
- B. The Town of Farragut will approve all site selections, with traffic control and collision reduction being the decision-making criteria.
- C. The Town may reasonably expand the program to additional intersections during the terms of the contract. The Town may also require either temporary or permanent relocation of any of the cameras to meet changing needs. There will be no unsupervised access to Town equipment.
- D. Traffic signal operation will be exclusively operated by the Town of Farragut and will be regulated by approved engineering standards.
- E. Vendor will provide all equipment and electrical service to complete the total system.

3. Citation Processing

- A. The firm will be required to accurately capture and store images, establish a chain of custody for the image medium, and process and issue citations for red light violations in accordance with Town's policies.
- B. The firm will have the capability to generate clear, easily identifiable images for the citations / violations, allowing an unbiased individual to determine fault (including extenuating circumstances).
- C. Software to process, issue and track citations and payments will be installed and fully operational.
- D. Connections must be established to the Tennessee Department of Motor Vehicles and other states to obtain motor vehicle registration information. If the firm is unable to establish such a connection, a plan must be submitted detailing how the registration information will be obtained and generated onto the citation.
- E. Citations will be issued in seven (7) days or less of the date of violation. If additional enforcement of other traffic regulations are permitted by the Town in the future, the firm will provide such additional services at the direction of the Town.
- F. Warnings will be mailed in lieu of a citation during the first thirty (30) days from the start of operation.
- G. The Town of Farragut, through Knox County Sheriff's Dept., will have a sworn deputy(ies) assigned to review each citation prior to issuance and verify that a violation has occurred.
- H. Describe your process of violation data and image set transfer and explain why it can be considered a secure chain of evidence.

4. Maintenance

The firm will be required to maintain the cameras and all associated equipment in good working order.

- A. Any defective camera or other equipment will be repaired or replaced within forty-eight (48) hours.
- B. The operation of all cameras and equipment will be reviewed at least weekly and a routine schedule of preventive maintenance and cleaning, as required, will be performed.
- C. The firm will keep maintenance logs as required by the Town.
- D. Upgrades to initial equipment will be reviewed after three (3) years.
- E. The Town will give preference to systems, which are remotely configurable.
- F. The vendor will warrant and maintain all equipment throughout the duration of the contract.
- G. Vendor will provide all electrical/digital connections and power at no cost to Town.

- H. Vendor will describe how they will monitor systems to determine operational usage and system outages.

5. Operations

Office and operational departments will be fully staffed within the first sixty (60) days. The Town will have the right to review the references and background information of any of the firm's employee's directly involved in providing services. The Town may request the replacement of any employee providing services to the Town.

6. Customer Service

The firm will respond to public inquiries about the program, citations, and enforcement, or any related citizen concern. The firm will also coordinate with the Town and stay involved in the Town's efforts to inform the public about the program. The firm will pay for and coordinate media relations with the citizenry through the Town.

- A. Upon direction by the Town Engineer, signs shall be posted at each intersection where camera systems operate, as well as at key roadways entering the Town Limits, with installation, maintenance, and costs to be assumed by the firm.
- B. Installation will have Town of Farragut (Engineering) location approval and will meet the design plan of the Town of Farragut detailing size and design. Signage will bear an identifier on the rear detailing ownership to Vendor.
- C. Informational pamphlets / brochures will be included with the mail-out of each citation, with the firm assuming the cost for printing and postage.
- D. Vendor will provide assistance with the content and design of public education program materials to be funded by the Town and implemented by the Town of Farragut.
- E. Vendor will support the Town by training staff and Knox County Sheriff's Dept. on how to present public seminars or presentations with respect to the vendor's system.
- F. Vendor will provide PSA spots for radio and television and copy for print publications, if available and desired.
- G. Vendor will provide samples of educational materials to the Town.

7. Collections

The firm will collect payments from citizens on civil citations.

- A. Payment options should include check, money order, or credit card, in person, via telephone and over the Internet.
- B. The firm will directly deposit all monies into an account specific to the Town of Farragut. Fine collection procedures will be developed in accordance with the Town's financial accountability and Customer Service Guidelines.
- C. Records will be kept in accordance with generally accepted accounting practices. The firm will be expected to establish a relationship with a collection agency to pursue any unpaid citations. If necessary, the firm may be required to bring civil suit for unpaid citations and provide a technical expert to testify in court regarding the operation of the cameras and the Program in general.
- D. Vendor will prepare one notice letter for all chargeable violations and will mail notice letters to vehicle owners. A second notice will be issued for any violations that remain unpaid.
- E. Violations for which registered owner data is available shall be issued within 7 business days of the violation event date.
- F. After expiration of the second notice due date, Vendor shall pursue collections on unpaid notices. Explain collections approach.
- G. Vendor and any associated collection agency will fully comply with the Fair Debt Collection Practices Act, 15 U.S.C. 1692, et seq., and any other applicable state or federal law.

8. Appeals Process

The firm will utilize the Town Municipal Court to coordinate hearings for citizen protests of citations. This includes receiving the initial appeal requests, scheduling appeal hearings before the Town judge, and providing testimony and all background materials related to the appeal to the court.

- A. Vendor shall provide hearing scheduling service for people who dispute notices. This shall include call center services to take calls during normal business hours. An appeal list shall be provided to the Knox County Sheriff's Deputy(ies) or Town's designee each week for hearings scheduled through the Town Municipal Court.
- B. The package for each appeal will include the following:
 1. all issued and disputed notices to the party
 2. a violation history report
 3. a correspondence file
 4. a payment history
- C. Vendor will maintain a proper chain of evidence, which meets the needs of the Knox County Sheriff's Dept., Town, and Court function. The Town will utilize the Municipal Court Judge as their representative hearing officer.
- D. Vendor will provide, when required for Court testimony, a qualified expert witness who is knowledgeable on the theory, operation and functional capabilities of the red light camera unit.

9. Operating Location and Customer Service Support

The Red Light Enforcement program will be overseen and administered by the Knox County Sheriff's Department. The Knox County Sheriff's Department may operate out of the Farragut Town Hall or another suitable location within Knox County.

The selected firm shall provide customer service support to the Knox County Sheriff's Department and the Town of Farragut Staff upon request. The selected firm shall also make provisions to assist the alleged violators who are seeking to view their violations and ask questions with regard to the operation of the system, reporting procedures, and enforcement of the Town Ordinance. This may be done directly by the vendor or by alternate arrangements as approved by the Town. **Describe how you would provide the necessary customer service and support to the Knox County Sheriff's Department, general public, and alleged violators.**

The selected firm shall provide an adequate number of service and maintenance staff to service the cameras and be readily available to respond to service requests from the Knox County Sheriff's Department and Town of Farragut Staff. **Describe how this service will be managed and maintained.**

Image processing / film development, issuance of citations, computer processing, financial reporting, and overall management of the Program may be performed at remote locations so long as the firm remains highly responsive to the needs of the Program and meets the requirements of the Town of Farragut.

10. Record Keeping

- A. The firm shall keep true and accurate records of revenue and expenses, and shall provide copies of this information to the Town upon request in a form to be specified by the Town. All financial records shall be made available to a duly authorized representative of the Town upon request.
- B. Information and data collected shall be stored in a database to enable tracking of citations and the capability to print statistical reports as needed. The firm may be requested to maintain other non-financial information as it relates to the Program and as mutually agreed upon. Such information may include, but not limited to, traffic count of violations per intersection, number of events captured, emergency responders, citations issued, front or rear license plate vehicles, false alerts, etc.
- C. All citation images must be stored for a one (1) year period on reproducible CD format or equivalent and shall be accessible, on request, by the Town Staff. Images, both video and still, will be downloadable for inclusion into the Town of Farragut's Records Management System.

- D. Description of raw images and retention proposal will be included in proposal. Captured images are for the exclusive use of the Town of Farragut, and may not be sold, distributed or otherwise released without permission of the Town of Farragut Town Administrator.
- E. The Town will require on line storage of all images and data for a period of one (1) month after disposition and off line storage of images and data for one (1) year thereafter.
- F. The Town requires the retrieval of archived information within 3 business days of a request for retrieval.
- G. Vendor will provide all required notice processing supplies including paper, envelopes, postage, toner, and any and all notice printing supplies.
- H. Vendor shall be responsible for processing of images.
- I. Vendor shall include one set of images and a license plate image on each citation issued.
- J. Vendor shall provide a secure website from which an authorized Knox County Sheriff's Deputy and Town designee can access:
 - 1. Enforceable violation events that are pre-reviewed and submitted for final approval (charging) by the County.
 - 2. violation image and history data for any open violation
 - 3. designated reports as defined in the contract
 - 4. the hearing schedule and evidence package print function
- K. Vendor shall be able to provide an easy to access audit trail of all voided and discarded images rejected by the assigned to review all incidents.

11. Red Light Camera System

- A. Red light camera system shall be capable of detecting red light violations and photographing an incident twice, once prior to the violation while the facing signal is red and again after the vehicle has fully crossed the violation line.
- B. Use of a high quality digital camera system is required. Vendor must detail the image quality specifications and provide real sets of violation image examples captured in day time, night time, and during inclement weather and during times where sunlight is pointing in the direction of the camera. Systems should use a combination of high resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.
- C. The equipment should be capable of maintaining traffic data for statistical analysis.
- D. The equipment should be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across all moving lanes of traffic.
- E. Night time vision must have a flash system or lighting beyond relying on ambient light at the intersection.
- F. In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, and leveling).
- G. Red light camera must be tamperproof.
- H. Red light camera enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without recreating a public safety hazard. Explain typical maintenance procedures.
- I. Remote accessibility of images and data is preferred. Explain security and access methods.
- J. The camera unit must produce an image which contains the following:
 - 1. Scene of location where violation occurred.
 - 2. motor vehicle during violation
 - 3. display of rear license plate of vehicle
 - 4. plate must be readable from the main image
 - 5. the day, month, and year of the violation
 - 6. the time of the violation in hours, minutes, and seconds
 - 7. the amount of time that has passed since the light turned red

8. location of violation
 9. frame sequence number
 10. imprint all the information along the bottom edge of the frame but shall not obstruct the violation image
 11. color images are preferred
 12. systems that can reduce the effects of license plate covers are preferred
 13. duration of yellow light
- K. The Town may be interested in an ancillary video clip option as supporting information to the violation provided by the still images. Is a video clip option available? If so, explain the process and any associated costs to the Town.
 - L. Vendor shall detail any quality standards (either national or international) with which their equipment complies. Standards should be related to any relevant U.S. standards which may have been promulgated.
 - M. Provide examples of prosecutable image rates from the camera systems proposed to the Town.

12. Statistical Analysis and Reporting System

- A. Preference will be given to systems, which can analyze results obtained from each camera location to show the prosecutable image rate.
- B. Vendor will provide Town with a monthly activity report within ten (10) days following the end of the month.
- C. The monthly report will provide the following:
 1. The number of events detected, citations issued and prosecutable image rate by location and in total.
 2. The total number of violations which occurred and percentage of total vehicle traffic by lane per intersection.
 3. The total number and percentage of rejected images by reason.
 4. Monthly financial reports detailing monies collected by citation number.
- D. Vendor shall be able to provide an audit trail of all voided and discarded images.

13. Training Support

- A. The vendor shall provide at their cost ongoing training and support for their product/system.
- B. **Hands-on** training by the vendor to the Knox County Sheriff's Dept. and Town will be provided for the initial training. Additional training should be available as the system and/or personnel changes.
- C. Vendor will furnish all training materials at their cost.

14. Pricing

Vendors shall submit several fee structure and implementation options. Preference will be focused on a no-cost –to-the-Town proposal, where the vendor assumes all installation, maintenance, and operating costs. To provide maximum flexibility, please provide several operating options; including a flat fee and/or a shared revenue proposal as follows (assume 4 intersections):

- A. A total monthly fee, per camera location, payable by the Town to your firm for the proposed turnkey program (includes all operating expenses and management fees); and
- B. The Town's share of the citation revenue collected. You may want to provide several payment levels based on volume. Also indicate what the Town's share of late fees will be.
- C. A percentage of projected revenues collected, with the Vendor retaining ownership of equipment.

- D. A percentage of projected revenues, with the Town assuming ownership of equipment after projected date.
- E. Projected cost of Town purchasing equipment (to include, but broken down by these categories; equipment, installation, maintenance – both equipment and system, and management of citations).
- F. Vendor should state the cost to the Town of Farragut to move camera locations when done at the request of the Town.
- G. Vendor should state the cost to provide additional training after the initial training stated in the RFP.
- H. Vendor should restate each of the above factors in terms of a percentage of the revenue received per citation, with no additional cost to the Town.

15. Removal of Equipment

Upon termination of the contract, and/or upon the finding by the court system that automated enforcement is not permitted by law, the vendor shall remove all of the installed equipment, at no cost to the Town. The vendor shall have thirty (30) days from the date of termination of the contract (as outlined in section 6.7 below) to remove said equipment and restore the disturbed area to at least its pre-installation condition.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the Town of Farragut which will include certain provisions, among which are the following:

- 6.1 The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the contract will prevail.
- 6.2 The contract will be administered by the Town of Farragut Administration Department in cooperation with the Knox County Sheriff's Dept.
- 6.3 Invoices for services will be submitted to the Town in accordance with the contract terms.
- 6.4 The relationship of contractor to the Town will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. If applicable, the contractor shall be licensed to work in the State of Tennessee.
- 6.5 The contractor shall not assign or transfer any interest in this contract without prior written consent of the Town of Farragut.
- 6.6 The contractor shall agree to defend, indemnify and hold harmless the Town from and against losses and claims, demands, payment, suits, recoveries, and judgments against it, by reason of an act or omission of the contractor, his agents or employees in the execution of this contract.
- 6.7 The Town of Farragut reserves the right to terminate, with or without cause, the contract at any time without penalty or recourse, by giving written notice to the contractor at least seven (7) days prior to the effective date of such termination. The contractor shall be entitled to receive just or equal compensation for all services that have been provided prior to the effective date of such termination. In the event that the court system finds that automated enforcement is not permitted by law, the vendor, within thirty (30) days of notice, shall remove all equipment at no cost to the Town and restore the affected area to its pre-installation condition.
- 6.8 The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure. The contractor must maintain license during the period of the contract and shall submit evidence of compliance.

6.9 When applicable and prior to the commencement of the contract, contractor must furnish the Town of Farragut with properly executed certificates of insurance which shall clearly evidence all insurance required by the Town. Such insurance shall be at a minimum the following: commercial general liability (occurrence basis) with limits of one million dollars; automobile liability for any auto with limits of one million dollars; workers compensation with statutory limits and employers liability with limits of one hundred thousand dollars. Additional insurance may be required on the basis of the scope of the negotiated contract. The Town, its officials, Knox County Sheriff's Dept., employees and volunteers are to be added as "additionally insured" on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the Town will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after thirty days written notice has been given to the Town Attorney.

**Note to departments: Always check with the Town Attorney to ensure that these limits are appropriate for the project before issuing an RFP*

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the Town in this access control system proposal of their efforts to do so.

6.12 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions are intended to ensure that (1) submissions contain the information and documents required by the Town of Farragut in this RFP; and (2) the submissions have a degree of uniformity in the presentation of material which will facilitate evaluation by the Town Staff.

7.1 General

Submission forms and RFP documentation may be obtained on or after March 01, 2008, at no charge from:

Town of Farragut Administration Department
11408 Municipal Center Drive
Farragut, TN 37934
Gary.palmer@townoffarragut.org

Between 8:00 a.m. and 5:00 p.m. (Eastern Standard Time), Monday through Friday or by calling 865/966-7057.

Forms and RFP information are also available on the Town web site at www.townoffarragut.org where it can be read or printed using Adobe Acrobat Reader software.

7.2 Proposals

Keep it as simple and as easy to read as possible.

* An original and six (6) copies of the proposal shall be submitted. Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Proposals shall bear an original signature, being signed above the typed or printed name and title of the signer. Proposal must be signed by an officer of the company authorized to bind the firm to a contract.

- Proposals will be received until 11:00 a.m. (Eastern Standard Time) on April 04, 2008. Each proposal must be submitted in a sealed envelope addressed to:

Town of Farragut Administration Department

Each sealed envelope containing a proposal must be plainly marked on the outside “**Submission of Proposal for Automated Red Light Enforcement System**” to be opened 11:30 a.m. (Eastern Standard Time), April 04, 2008.

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposals delivered to the Town of Farragut Administration Department office for receipt on or before that date.

If a proposal is sent by U.S. mail, the submitting entity shall be responsible for its timely delivery to the Town of Farragut Administration Department office. Proposals delayed by mail shall not be considered and arrangements shall be made for their return at the submitting entity’s request and expense.

7.3 Format

* Proposals must be typed on 8 1/2 x 11 inch wide white paper. Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page.

* Proposals shall be structured as follows:

1. Submission Form (S-1)
2. Table of Contents
3. Body of Proposal: Information which submitting entity wishes to include
4. Form I or Form II (Statement of Intent) found in attached Title VI Equal Business Opportunity Program for Town of Farragut.*

*All proposers must read this program and submit either Form I or II with their proposal.

7.4 Evaluation of Proposals

* All qualified submissions received by the deadline will be analyzed by the Town Staff according but not limited to, the criteria outlined in these specifications. Failure to comply with the provisions of the (*RFP*) may cause any proposals to be ineligible for evaluation.

* Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Town Staff and possible demonstration to the Town Board. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. After proposals have been opened, any selected entity notified by the Town should be prepared to meet with the Town Staff at the time and date determined by the Town of Farragut. Selection shall be based on the agency’s qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms’ qualifications shall be based on their written responses to this Request for Proposals and information presented to the Town Staff during oral interviews, if any.

* Each submittal of Proposals will be initially analyzed and judged according to the evaluation criteria below as interpreted by the Town of Farragut Staff. The maximum score is 100 points.

In addition to materials provided in the written responses to this Request for Proposals, the Town Staff may request additional material, information or references from the submitting entity or others.

Provided it is in the best interest of the Town of Farragut, the agency determined to be the most responsive to the Town of Farragut, taking into consideration the evaluation factors set forth in this Request for Proposals, will

be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to interview/submit more comprehensive information if necessary.

If no satisfactory agreement can be reached with the “most responsive agency,” the Town may elect to negotiate with the next best and most responsive agency.

VIII. Evaluation Criteria

The evaluation will consist of:

1. Organization’s history including a copy of the financial audit and/or financial statement. Who would be the project manager or contact for this project. (25 points)
2. Project Approach including type of technology utilized, a schedule for design, construction, implementation, achievement of the goals as set forth in this RFP, and customer service support (50 points)
3. References/experience. Provide five governmental entities including the name of the person, organization, description of services provided by your company, telephone number, and email address of the governmental agency contacts. (25 points)

Submission Forms

**TOWN OF FARRAGUT
REQUEST FOR PROPOSALS
FOR PROGRAM COORDINATOR FOR
AUTOMATED RED LIGHT ENFORCEMENT SYSTEM**

Submission Form

Proposals Shall Be Received by 11:00 a.m., Eastern Standard Time, April 04, 2008, @

**Town Hall Administration Dept.
11408 Municipal Center Drive
Farragut, TN 37934**

IMPORTANT: An Original and six (6) copies are to be submitted.

Please complete the following:

Legal Name of Proposer/Qualifier: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Licensed to Work in the State of Tennessee? _____

Email Address: _____

Signature: _____

Name of Signer: _____

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 20____, before me, a Notary Public in and for the above state and county, personally appeared _____, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he/she executed said instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

Note: Failure to use these response sheets may disqualify your submission.

Non-Collusion Affidavit

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Farragut or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, involvement, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

Title

My Commission Expires _____

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The Town of Farragut strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the Town of Farragut.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.

- (1) A description of the specifications for the work selection for subcontracting
 - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the **dollar value** associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "**Good Faith Efforts.**" It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "**Good Faith Efforts**" in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional

information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

RESPONSIBILITIES

The Purchasing Division will notify certified minority, women, and small businesses of the opportunities available to them and provide them a list of potential projects, to include goods and services and professional contracts upon request. The Purchasing Division will also provide the **bidders/proposers** with a list of MOB and WOB firms that can provide sub-bids and/or quotes for the scope of services/work.

A list of MOB's and WOB's providing various products and services in the Great Knoxville Area is attached for your use. This list is not comprehensive so feel free to see other MOB's and WOB's that you may know about.

SECTION IV

DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. A Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. A Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China,

Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marianas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, _____, do certify that on the
(Bidder/Proposer)

(Project Name)

(_____)
(Dollar Amount of Bid)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$_____.

Description of Work	MOB/WOB Utilization		Name of MOB/WOB
	MOB Amount	WOB Amount	

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S) (TO BE SUBMITTED ON JUNE 30 OF EACH YEAR FOR THE LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)

Project: _____ Contract#: _____

Contractor's Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

By: _____
Contractor's Signature Title

Subscribed and sworn to before me this _____ day of _____ 19__

Notary Public: _____

My Commission Expires: _____

ORDINANCE: 07-33
PREPARED BY: Hale
REQUESTED BY: FBMA
1ST READING: _____
2ND READING: _____
PUBLISHED IN: _____
DATE: _____

AN ORDINANCE TO AMEND TITLE 15 OF THE FARRAGUT MUNICIPAL CODE AND TO ADOPT AND ESTABLISH AN AUTOMATED RED LIGHT ENFORCEMENT PROGRAM AND TO ESTABLISH PENALTIES AND PROVIDING FOR PUBLICATION.

WHEREAS, drivers and pedestrians are put at risk in the Town of Farragut due to certain vehicles proceeding into an intersection when the traffic control signal for the vehicle is emitting a steady red; and

WHEREAS, these vehicles also cause problems by decreasing the efficiency of traffic control and traffic flow efforts, and by increasing the number of serious accidents to which public safety agencies must respond at the expense of the taxpayers; and

WHEREAS, the Town of Farragut wants to change the aggressive behavior of these vehicles' drivers by enacting an ordinance to monitor select intersections with automated red light enforcement cameras.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

SECTION 1. Title 15 of the Farragut Municipal Code is amended by adding the following as Chapter 3:

Chapter 3

Automated Red Light Enforcement

15-301 Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.

(1) "*Citations*" and "*warnings*" are written communications intended to advise a vehicle owner of a violation of a part of this chapter and shall include:

- (a) the name and address of the registered owner of the vehicle;
- (b) the registration plate number of the motor vehicle involved in the violation;
- (c) the violation charged;
- (d) the location of the violation;
- (e) the date and time of the violation;
- (f) a copy of the recorded image;
- (g) the amount of the civil penalty imposed and the date by which the civil penalty should be paid;
- (h) a signed statement by a member of the Knox County Sheriff's Office or an agent of the office that, based on inspection of recorded images, the motor vehicle was being operated in violation of section 15-303 of this chapter; and
- (i) information advising the person alleged to be liable under this section:
 - (i) of the manner and time in which liability alleged in the citation occurred and that the citation may be contested in the Town court; and
 - (ii) warning that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

- (2) “*In operation*” means operating in good working condition.
- (3) “*Recorded images*” means images recorded by a traffic control photographic system on:
 - (a) on:
 - (i) a photograph;
 - (ii) a microphotograph;
 - (iii) an electronic image;
 - (iv) videotape; or
 - (v) any other medium; and
 - (b) at least one image or portion of tape, clearly identifying the registration plate number of the motor vehicle.

(4) “*System location*” is the approach to an intersection toward which a photographic, video or electronic camera is directed and is in operation.

(5) “*Traffic control photographic system*” is an electronic system consisting of a photographic, video or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic control sign, signal or device, and to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control sign, signal or device.

(6) “*Vehicle owner*” is the person identified by the State Department of Safety as the registered owner of a vehicle.

15-302 General.

- (1) The Knox County Sheriff’s Office or an agent of the office, shall administer the traffic control photographic systems and shall maintain a list of system locations where traffic control photographic systems are installed.
- (2) The Town shall adopt procedures for the issuance of citations and warnings under this section. A citation or warning alleging that the violation of section 15-303 of this chapter occurred, sworn to or affirmed by officials or agents of the Knox County Sheriff’s Office or the Town, based on inspection of recorded images produced by a traffic control photographic system, shall be evidence of the facts contained therein and shall be admissible in any proceeding alleging a violation under this section. The citation or warning shall be forwarded by first-class mail to the owner’s address as given on the motor vehicle registration. Personal service of process on the owner shall not be required.
- (3) Signs to indicate the use of traffic control photographic systems shall be clearly posted.
- (4) In order to educate the public of the existence of a newly installed traffic control photographic system at an intersection, only warnings imposing no civil penalty and not requiring an appearance in Town Court shall be issued during the 30 days following the initial activation of the traffic control photographic system at the intersection.

15-303 Offense.

- (1) It is and shall be unlawful
 - (a) at intersections in the Town where traffic is controlled by traffic-control signals, pursuant to Farragut Municipal Code § 15-101, et seq. and T.C.A. § 55-8-101, et seq. for a vehicle facing the signal to enter the crosswalk or cross the stop bar on the near side of the intersection or, if no crosswalk or stop bar, to enter the intersection when the signal light is showing red or “stop,” except under circumstances allowed by T.C.A. § 55-8-110(a)(3)(A) for right turns on red, after stopping, or under other circumstances in which

the laws of Tennessee affirmatively allow motorists to enter intersections even when the signal light is showing red or "stop."; or

- (b) for a vehicle to violate any other traffic regulation specified in Title 15 (Motor Vehicles, Traffic and Parking) of the Farragut Municipal Code.
- (2) A person who receives a citation under section 15-303 may:
 - (a) pay the civil penalty, in accordance with instructions on the citation, directly to the Town court; or
 - (b) elect to contest the citation for the alleged violation.
 - (3) The owner of a vehicle shall be responsible for a violation under this section, except when he can provide sufficient evidence on the designated court date as determined by the Town Judge that the vehicle was in the care, custody, or control of another person at the time of the violation, and doing those things as described in subsection (4) of this section, in which circumstance the person who had the care, custody, and control of the vehicle at the time of the violation shall be issued a citation, as provided herein, and shall be responsible for the violation.
 - (4) Notwithstanding subsection (3) of this section, the owner of the vehicle shall not be responsible for the violation if:
 - (a) he appears on the designated court date and furnishes before the Town Judge:
 - (i) testimony and an affidavit by him stating the name and address of the person or entity who leased, rented, or otherwise had the care, custody and control of the vehicle at the time of the violation; or
 - (ii) testimony and an affidavit by him stating that, at the time of the violation, the vehicle involved was stolen or was in the care, custody or control of some person unknown to him and who did not have his permission to use the vehicle; and
 - (b) in any case, as described in (4)(a)(i) hereof, he appears in Town court on the designated court date of the individual identified in the affidavit who had care, custody and control of the vehicle and testifies to the facts forming the basis of his knowledge that said individual had the vehicle in his care, custody and control at the time of the violation.

15-304 Penalty.

- (1) Any violation of section 15-303 of this section shall subject the responsible person or entity to a civil penalty not to exceed \$50, and possibly an assessment of court costs or fees. If the civil penalty is paid by the close of business on the Friday before the scheduled hearing, no court costs or fees will be assessed. In appropriate cases, the court may assess court costs and fees as set forth in this chapter and in Title 3, chapter 1 of the Farragut Municipal Code. The Town may establish procedures for the trial of civil violators, and the collection of civil penalties, court costs and fees, and may enforce the penalties by a civil action in the nature of a debt.
- (2) A violation for which a civil penalty is imposed under this section shall not be considered a moving violation and may not be recorded by the Knox County Sheriff's Office or the State Department of Safety on the driving record of the owner or driver of the vehicle and may not be considered in the provision of motor vehicle insurance coverage.

SECTION 2. This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

W. EDWARD FORD, III, Mayor

ALLISON MYERS, Town Recorder