

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

**Digital Patrol Car Video
Capture & Management System**

**Proposals to be Received by 11:00:00 a.m., Eastern Time
January 30, 2020**

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

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Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline	3
Background	4
General Conditions	7
Scope of Service	9
Contract Requirements.....	10
Instructions to Submitting Entities	18
Evaluation Criteria	21
Appendix A – Required Forms	22
Appendix B – Vendor Response - Sections 4(a) – 4(h).....	30
Appendix C – Existing Equipment	41

City of Knoxville
Request for Proposals
Digital Patrol Car Video Capture and Management System

I. Statement of Intent

The City of Knoxville is requesting written sealed proposals from responsible firms or teams to provide a comprehensive in-car video capture and management system designed for law enforcement agencies including video and audio capture equipment, management hardware and software, installation, implementation, training, and documentation.

The City is seeking a proven system that is fully operational on a recent release in at least three local (city or county) governments, preferably similar in scope and size to the Knoxville Police Department.

Proposer shall propose a fixed price cost solution based on City requirements. If one proposer is unable to provide the full breath of applications and services described in the scope of work, proposer may partner with other vendors to create a response that is comprehensive in nature. However, if such a partnership is formed, the City requires one proposer to act as the Prime Contractor, legally and financially responsible for the success of the project. The Prime Contractor must be the respondent to the Request for Proposal (RFP) and clearly identify all subcontractors and third party software providers.

The City prefers to purchase the system from one vendor, but reserves the right to purchase the major subcomponents separately.

The system will include replacing existing video and audio capture devices for 350 patrol cars, the ability to transfer digital video data from the capture device to a CJIS compliant cloud location, and a video management system required to index and retrieve the video data from online storage devices. The City also desires the option to purchase 350 body cameras fully integrated to the proposer's in-car solution, additional video triggers, and migration data services.

Only responses that include all of the core functions as defined above shall be considered. The vendor must submit a project timeline of implementation following contract execution and include a system "go-live" date.

II. RFP Time Line

Availability of RFPJanuary 2, 2020

Deadline for questions to be submitted in writing to the
Purchasing DivisionJanuary 22, 2020

Proposals Due DateJanuary 30, 2020

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

3.1 Current Infrastructure & Equipment

The City currently maintains approximately 336 drive-home patrol cars installed with two versions of Mobile Vision camera systems. Appendix C contains the specifications of the existing equipment. Each in-car camera operates continuously for the entire 8 or 10-hour shift. Audio is captured both from the wireless microphone worn by the officer and the in-car microphone. On a daily basis, up to 680 GB of data is uploaded and stored. KPD keeps all recordings for up to 3 years and may store tapes that contain court related events indefinitely.

The patrol cars are all equipped with a Panasonic Toughbook CF-54F98D8VM 14" Core i5 laptop computer installed with Windows 7 (upgradable to Windows 10), 8 GB memory, a 256 GB solid state disk storage, and USB port connections. The laptop computers utilize Havis mounts to secure the laptops in the cars. All laptops have Microsoft Office 2016, Netmotion, and Datadriven Watson Field Reporting software installed. Communications to the internet and the City network is provided by AT&T First Net Sim Cards internal to the computer. Bluetooth internal to the computer is used to communicate to a Zebra printer. Officers are also equipped with smart Android phones used to capture signatures on traffic citations.

The City Information Systems Division supports all laptop computers and software and employs systems engineers, analysts, database administrators, and help desk support staff.

The City network is a 10-100 MB Ethernet WAN that is sectored with switches, routers, and firewalls. City-owned fiber connects the main City-County building to most city facilities including fire stations, Convention Center, Public Works Complex, and Police Safety buildings. Wireless access points are used to upload video from the patrol car to servers housed at the City. Archival video is burned onto blue-ray discs and by local ordinance, the videos are kept for three years.

3.2 Functional and Technical Requirements

The system should accomplish the four following work group objectives. As required in Section 4 of the response, the proposer **must** provide a written statement on how the proposed system meets or exceeds these objectives listed below.

3.2.1 Video & Audio Capture System

An easy to use system to replace or upgrade the existing system is required to record and store video and audio digital data. The in-car system shall consist of two cameras; one camera (located in the windshield) is used for forward facing capture and the other for backseat capture.

- Must meet or exceed current cameras specifications and include:
- Zoom (optical 12x and digital 144x min.)
- Illumination (1 Lux)
- Standard or High Resolution (choice of 720 or 1080)
- Color Capture
- Auto focus
- Auto adjust for low light or sunlight
- Rear Camera must capture at least a 120-degree field of view with compartment audio
- Ability to view video from the existing Windows laptop
- Must have multiple camera inputs or the ability to record at least 5 cameras simultaneously into one unit
- Must fully integrate and auto time sync with the body worn camera
- Provide event based video recording with audio at 30 frames/second
- Must provide at least 30 second pre-event buffering
- Allow automated ability to transition from buffering mode to event mode to activate event recording based on speed, emergency lights, siren, crash, opening officer door, manual activation, etc. with the ability to capture pre and post event data
- Optional event triggers to activate recording including Taser and gun holster activation
- Ability to time-stamp and bookmark by event
- Ability to flag or mark location while recording in order to mark a significant point during the event
- Ability to capture via GPS the patrol car location, speed, and heading data during an event
- Ability to categorize video and add event information (case number, event type) in the field
- Ability to stop event based recording (video and audio) through manual means
- Include solid-state recording storage devices having the capability to store up to 64 GB of data
- In car storage shall be secure and not removable by an officer
- Officers should not have the ability or option to delete or modify (other than redaction) video from camera storage or any applications associated with the in-car system including servers
- Provide audio via a 2.4 GHz Wireless Microphone utilizing a bi-directional digital spread spectrum wireless microphone system that can transmit audio and data signals up to 1000 ft. and an in-car microphone
- Microphone should have easy activation button and at least 10-hour battery life
- If body cameras are procured, the separate microphone should be eliminated.
- Both microphone and body cameras must have a visible and tactile (ex. vibrate) notification if battery or storage space is low.
- Detect interference and automatically change to a clear channel during audio capture
- Easily installed and must fit with in the current vehicle setup of the center console, trunk, and passenger compartment. See Appendix C for a list of vehicle makes and models.

- Training and installation certification must be provided.

3.2.2 Video Data Transfer

It is desirable to be able to support video data transfer from the patrol cars directly to the cloud server using a communications device in the car. The vendor must specify and cost the communications device and provide the storage available if the communications is unavailable.

- The system must support transmission with the capability of auto-restarting uploads at the point when transmission terminated
- Transmitted data must be in a compressed and securely encrypted using FIPS 140 format
- Transmitted data must meet all CJIS security requirements.
- Transmitted data shall include video, audio, and event captured data

3.2.3 Data Storage

The vendor must provide a software and hardware solution to receive, index, and store video data. The vendor must specify estimated storage space by month and year and comply with all requirements listed below.

- Must be capable of receiving information via a transfer via the internet from a communications device in the car.
- Support a minimum of three years of on-line storage at a CJIS compliant secure location
- Server storage must provide a redundant back-up solution

3.2.4 Administrative Management

The vendor must supply software to manage the video with the following minimum requirements:

- Contain application and database software used to index & retrieve on-line video
- Must have multi camera playback between body worn and in-car cameras
- Secure access to application via user id and password
- Pre-defined roles and permissions for access to application and camera system functions
- Allow organization and storage of data into case folders that reside in the Central Square Inform RMS records management system
- Ability to interface with current CAD (Computer Aided Dispatch) for categorizing recordings, adding metadata such as case number, type of event, action taken, and additional notes
- Ability to export video in MP4 format with no proprietary codec or file format (H.264 Codec preferred, at a minimum of 29.97 frames per second)
- Ability to access application from any computer with access to the internet
- Easily accessible audit logs to track all user activity and system actions. Logs cannot be deleted or edited by users or administrators
- Built in video and audio redaction capability with auto tracking and manual masking ability

- The original recording must remain intact if being redacted in order to maintain the integrity of the evidence
- Ability to extract portions of the video recording and export without affecting the original file
- Customizable retention times with a 3-year minimum
- Ability to restrict video from view of other users
- Ability to search video records by time frame, specific date, specific time, officer name, officer ID number, vehicle number, incident type, incident report number, category, trigger or location
- Ability to create a case file and select multiple videos from different officers to be included in the cases files
- In application playback of recordings with scrubbing ability during playback
- The ability to create a high quality still image with the same resolution as the video from a clip.
- Hash authentication with each video export
- Ability to import other digital media into application to associate with in-car and body worn video such as photos, mobile phone video, CCTV video
- Ability to share digital evidence with requesters without exporting the files
- Ability to interface with a disc authoring application in order to author digital evidence to media storage
- Technical support will work City Information Systems during implementation and must follow IS procedures for remote access to the network during troubleshooting
- Training for Administrators and Train the Trainers will be provided prior to implementation

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide a Digital Patrol Car Video Capture & Management System for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, 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 City of Knoxville.

4.4 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 recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on January 22, 2020.** Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City 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 Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City 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. The City also 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 City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 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 180 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for

registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

The City of Knoxville is seeking submittals from responsible firms or teams to provide the system and a **partner-based** project Implementation. Because the City has an experienced staff that is familiar with the existing system as well as the implementation of sophisticated web-enabled systems, the City will assume full responsibility for certain project tasks and activities and share the responsibility with the Prime Contractor for others.

The following paragraphs depict project activities and the responsible party. If there are any tasks that are omitted, the prime contractor (Prime) must assume responsibility and clearly define and price these separately in their proposal.

Project Management - The City will provide an experienced project manager to coordinate the project. This person will be responsible for the overall project, hardware procurement and installation, coordination of software installation, team meetings, status review, and project staff scheduling.

Hardware/Software Specifications, Installation, & Configuration - The Prime will provide (as part of the response) detailed specifications and installed location for each type of vehicle for all proposed audio and video equipment, computer servers, storage, end-user computers, operating systems, and other third-party software.

During implementation, the Prime will provide specific configuration requirements to the City necessary to install and configure the equipment, software, network and other layered products. Prime will be responsible for the installation and configuration of the servers, video management application, and any upgrades or patches required during the term of the contract.

The City expects to provide the new in-car equipment during KPD in-service training. Up to 35 cars per week will be available for the installation/upgrade immediately following execution of the contract and continue for approximately three months until all cars are serviced. Proposer must propose installation pricing for the entire fleet installation and/or pricing to support/train city fleet maintenance staff to perform the installation.

The Prime will be responsible for removing the existing system (cameras, DVR, etc.) excluding the antennae located on the roof of the vehicle unless the new antennae will fit into the existing hole.

Migration (optional) – The City desires the Prime to migrate the Mobile Vision video and metadata into the Prime’s database and storage solution. The goal is for all video data (existing and new) to be accessible to users via the new video management solution.

Training - The Prime will be responsible for a "train the trainers" course on both the functional and technical aspects of the video equipment and management tool set. As part of the submittal, the proposer must identify all suggested classes, pricing, and training locations.

Application Setup & Configuration - The Prime will be responsible for all application software setup tables, user roles and security, and any other required configuration.

Benchmark Testing - The Prime and the City shall devise a benchmark test plan as a team effort. City staff will be used to effectively test the system and throughput. The Prime will be responsible for resolving any issues that result in a failed test. Successful execution of the final acceptance testing will be a determining factor in milestone payments.

Documentation - The Prime must supply all application documentation electronically to the City. This includes both functional and technical manuals for each module and/or equipment proposed.

Warranty, Maintenance & Support - The first year of warranty, to begin at completion of installation, for all equipment must be included in the price. Additional pricing for the next 3 years of equipment warranty shall be shown separately. The Prime shall provide on-going system maintenance and support including system software upgrades (major and minor releases), patches, and telephone support Monday -Friday, 8:00 a.m. - 5:00 p.m. (E.S.T.).

VI. Contract Requirements

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

6.1 Contract Documents. 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 terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 Administration. The contract will be administered jointly by the Knoxville Police Department and the City's Information System Division.

6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 Independent Contractor. The relationship of contractor to the City 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. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its

officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
 - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) **Representation of Contractor.** Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) **Intentional Violation Unlawful.** The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

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 city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. 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.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after January 2, 2020, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on January 30, 2020. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division

City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Digital Patrol Car Video Capture & Management System.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

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 proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. **DO NOT BIND** the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. No Contact/No Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
4. Proposal to include the following:
 - a. Vendor’s Qualifications
 - i. Service Matrix
 - ii. Proposer general information
 - iii. List of references (minimum of three) of a similar system that is in production
 - b. Cost Proposal

- c. System Specifications
- d. Functional & Technical Requirements
- e. Documentation and Training
- f. Warranty, License, Support
 - i. Warranty documentation
 - ii. License Agreement for Software
 - iii. Support Agreement for Maintenance
- g. Statement of Work, Implementation Plan, and Proposed Timeline
- h. Technical Specifications/Literature

NOTE: All required submission forms may be found in this solicitation document.

7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' 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 Evaluation Committee during oral interviews, if any.

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

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the

“most responsive firm,” the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- 1. Functionality & Approach – 40 Points**
 - a. Design, capability, ease of use, and functionality of the specified solution, including a quantitative analysis of the proposer’s response to the RFP (i.e., the number of requirements included in the base system, the number of requirements met through customization, and the number of requirements not provided).
 - b. Quality and extent of the documentation to be provided
 - c. The proposer’s understanding of the City’s purpose, scope and objectives, including the applicability and quality of the proposer’s approach
 - d. The proposer’s current technological position and future direction
- 2. Proposer Experience, Resources, and Implementation – 30 Points**
 - a. The quality, relevance, and number of references
 - b. The proposer’s ability to successfully install the system, as demonstrated by installation of a similar system in at least one comparable jurisdiction within the past two years
 - c. The financial stability and resources of the proposer
 - d. The level of service and responsiveness that the proposer commits to providing the City
 - e. The willingness of the proposer to provide the warranty described in Appendix B, Section 4(f)
 - f. Qualifications, experience and technical expertise of the proposer’s Customer Support staff
 - g. Ability of the proposer to provide long-term maintenance support to the City
 - h. The amount and extent of user and technical support training
 - i. Level of assistance to be provided to the City by the proposer during the implementation process
 - j. Feasibility, timeliness and quality of the implementation schedule, and ability to meet the City’s implementation deadlines
- 3. Cost Proposal – 30 Points**
 - a. Implementation cost
 - b. Maintenance and support costs beyond the warranty period

Appendix A - Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Digital Patrol Car Video Capture &
Management System**

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; January 30, 2020; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposals shall include six (6) hard copies (one original and five duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Federal Tax Identification #:

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

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 City of Knoxville 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, connivance, 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 _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

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

(1) He/She is the owner, partner, officer, representative, or agent of

_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, the Knoxville Police Department, the City’s Department of Information Systems or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

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

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

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

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2020 goal is to conduct 4.82% of its business with minority-owned businesses, 10.73% of its business with woman-owned businesses, and 33.94% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

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. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

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

_____ (Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business 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 is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

**Appendix B – Proposal
Sections 4(a) – 4(h)**

Section 4(a) - Vendor Qualifications

Offeror Services Matrix

Please indicate the company name that will furnish the product or service below.

Primary Contractor	_____
Installation	_____
Maintenance (Specify)	_____
Training (Specify)	_____
Other	_____

Offeror General Information

This information must be provided for each offeror and all partners and subcontractors included in the proposal.

Name
Local Address/Phone
Headquarters Phone
State of Incorporation
Company Web URL
Contact Representative Name/Phone/Email

Company Information

- a.) Please provide a brief company overview and history.
- b.) How many years has the company actively provided digital video systems to law enforcement agencies?
- c.) Which office will serve the City of Knoxville, Tennessee?
- d.) Local office locations:
- e.) How many years has the office, which will service the City of Knoxville, been operational?
- f.) How many employees does the company have
 - Nationwide?
 - Personnel in Video Systems?
 - Office serving City of Knoxville?
 - Support personnel in office serving City of Knoxville?

g.) Number of systems is installed to date

Total sites on current release

Number of video systems installations

Total installations in Government sector on proposed release

h.) Provide a brief history of your product evolution (including major platform transitions, initial functionality focus, key acquisitions, etc.)

- 1) Do you have a set product release schedule?
- 2) Identify any active user groups (national, regional, Tennessee):
- 3) What was the vendor's annual gross revenue and net profit as a percent of sales for the previous three fiscal years? (The City reserves the right to request financial statements of top-ranked proposers and their subcontractors.)
- 4) Please provide at least one bank reference:

Bank name:

Contact:

Address:

Phone:

Email address:

Instructions for Reference List

Provide a reference list with contact (name and phone number) information indicated for a minimum of three local government (city or county) sites which use similar video system configurations proposed by the offeror within the last five years. Please include the number of in-car camera systems installed and if a video management system was deployed.

Section 4(b) – Cost Proposal

Introduction

This section shall contain all one-time costs and maintenance and support costs beyond the warranty period for the proposed systems. Offeror's cost must be fixed priced based on City's requirements and inclusive of all costs for the proposed system including at least one year or alternate proposed warranty period. All costs must be provided in the following format and must be filled out completely.

- Video & Microphone Capture System
- Video Management System
- Other Costs (Implementation, Installation, Training)
- Optional Body Camera Systems
- Total Cost Summary

Note:

1. Do not include sales tax on any of the detail sheets. The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code.
2. Identify all optional cost items
3. Offeror must provide a fixed price (including time, materials, travel costs, etc.) to conduct the project activities, with payment to be based upon the acceptance of stated deliverables.
4. Offeror must include the estimated time and rate details used to determine this fixed price, as well as identify any additional costs included in this fixed price.

Please indicate the overall estimated cost of your (the offeror's) proposed solution based on the following information and associated background information contained throughout this RFP.

Please respond to this section directly on the form provided or on a separate document in the same order/format. Offeror may include alternative pricing models that the offeror believes will reduce the overall cost to the City.

The price quotation should be all-inclusive; that is, it should contain all costs associated with the proposed system and services necessary to effect a successful installation and all costs associated with the warranty period. (e.g., freight, insurance, installation, travel, lodging, etc.).

Cost evaluations will be based on the price quotation submitted in the response.

A. Video and Audio Equipment Costs

List all equipment being proposed including first year warranty and three-year maintenance expense for each component (excluding installation and freight). The total should agree with the application software total in the Total Cost Summary.

B. Video Management System

List all software and hardware being proposed, including costs to cover the first year warranty and a three-year maintenance cost. The Total should agree with the Video Management total on the Total Cost Summary page.

C. Other Costs

Describe and list all other costs that would be associated with implementation of your system. Costs not otherwise identified will not be accepted in a final contract. The total should agree with

the other costs total in the Total Cost Summary. This cost breakout/detail must include installation, implementation, integration, training, out of pocket expenses, and other.

D. Optional Costs

List and describe all optional costs items including body cameras, additional event triggers, and data migration that could be associated with the implementation of your system.

E. Hourly Rates

For any item of service that falls outside this contract, what are your hourly rates? The rates must be fixed for the implementation period.

F. Total Cost Summary

a. One-Time Costs: Provide a summary of all one-time costs for the system you are proposing. The subtotals carried forward to this section should agree with the detail schedules in the preceding sections.

TOTAL	
Video & Audio Equipment Costs	\$
Video Management System Costs	\$
Other Costs	\$
TOTAL ONE-TIME COSTS	\$
Optional Costs	\$
TOTAL COSTS	\$

b. Recurring Costs

Provide a summary of all annual recurring costs for the system you are proposing. The subtotals carried forward to this section should agree with the detail schedules in the preceding sections.

Section 4(c) – Proposed System Specifications

A. System Architecture

Provide a high-level description, specification, and attach a diagram, of each proposed equipment component that clearly illustrates the following:

- All proposed video and audio equipment (e.g., cameras, servers, storage devices, microphones, etc.).
- All software (e.g., application software, DBMS, client software, etc.) components (including other vendor or third party applications) and their interrelationships.
- Web-enablement capabilities and web architecture.
- Security features required for internet related services (i.e., firewalls, DMZ, etc.).

B. Equipment Specifications

Please specify all new components & specifications required for the system including manufacturer’s description and specification. Please also specify requirements and specifications for existing equipment including laptops and desktop computers. The equipment list should include any proposed cameras, microphones, in-car storage devices, GPS, and storage servers.

C. Network Computing Requirements

Please describe all network computing requirements for the proposed software system. Include:

- a.) Remote site connectivity
- b.) Bandwidth requirements
- c.) Networking software

D. Other Requirements

Please indicate other requirements for the proposed software system:

- a.) Fail-over methodology, including redundancy
- b.) Printing solutions
- c.) Other miscellaneous devices (Input devices, Output devices, Other Hardware, etc.)
- d.) System Monitoring

E. System Software

The City requires that system software is considered state-of-the-art technology and represents the most current version in production at the time of installation.

List all system software proposed or available with the system for each **laptop computer**. Include all system software necessary to operate the proposed hardware components. Indicate by a letter code "I" if the software is included in this proposal, or letter code "O" if optional with this system. For those coded "I" or "Included", all costs should be identified in the vendor's Cost Proposal.

F. Backup and Restore Capabilities

Fully describe the backup approach and explain any restrictions on access or system functions (inquiry and update) during this process.

Section 4(d) – Functional Requirements

This section of the RFP contains instructions for responding to **each of the bulleted items** in the requirements found in RFP Section 3.2. Please do not bundle requirements in the response. In responding to the requirements, please repeat the requirement and begin your **detailed** response with **one** of the codes indicated below.

Response Code	Definition
Y-Yes	Requirement will be met. For application requirements, will be met by proposed software that is installed and operational at other sites and can be demonstrated to the City. Fully provided out-of-the-box without any customizations or modifications.
N-No	Requirement will not be provided.

C-Customization	<p>Requirement will be met by customizing existing software or through the use of software tools such as application report writer, query, etc.</p> <p>Note: In the Comments column next to this response, you must indicate the following:</p> <ul style="list-style-type: none"> ● Description of customization ● Party who will perform the work (City or Offeror) ● Estimated level of effort involved in hours ● Estimated level of complexity (High, Medium, Low) ● Estimated associated costs (must also be included the offeror's costs).
F-Future	<p>Requirement will be met by packaged software that is currently under development, in Beta test, or not yet released.</p> <p>Note: In the Comments column next to this response, indicate the date when requirement will be available for implementation. If possible, also indicate any additional costs.</p>
3-Supplied by 3 rd Party	<p>Requirement will be met by third party software package and is included in this proposal.</p> <p>Note: In the Comments column, indicate the name of the proposed third party software package and indicate the interface/integration services being proposed.</p>

Note:

1. An omitted response will be assumed the same as a response code of "N".
2. Only one (1) response per requirement will be accepted. Multiple responses will be re-coded at the discretion of the City.
3. Any deviation from the response codes will be re-coded at the discretion of the City.

Costs associated with "C" or "F" responses should be clearly shown in the Comments column and must be included in the Cost Section.

Section 4(e) – Documentation and Training

A. Documentation

1. Describe the type of documentation that will be provided.
2. How many copies of documentation are provided?
3. Is the user permitted to make unlimited copies of the documentation for internal use?
4. Is the application software documentation available electronically in Microsoft Word?

B. Training

Offeror must work closely with the City to devise a training schedule for users and the administrators.

The City will own all training materials. Training materials should be created in a widely used format, such as Microsoft Word, Visio, PowerPoint, or PDF. Describe how training materials will be created or customized for the City.

Offeror must describe how training is delivered, including classroom, Computer Based Training (CBT), video, internet-based, streaming media or other.

Offeror must list the training options that are available for the proposed system including a recommendation for "Best Practices" approach. This must include at a minimum:

1. Basic and "Power" User Training
2. System Administrator Training
3. Installation Training

It is expected that most training will be conducted at City facilities. Offeror must list the duration of the training and the level of the training. Offeror shall also specify what training a third-party supplier may provide should the City choose to utilize such training. Offeror must indicate what training is viable for a "train the trainer approach" and list the courses that are provided for a trainer.

1. Describe your training approach/methodology. Include a high-level plan and schedule.
2. Provide any pertinent details, limitations, and exceptions concerning the services offered for training.
3. Attach and clearly identify a list or catalog of optional classes or training available but not included in this proposal.
4. Identify and describe your online training courses and online evaluation tests provided.
5. Identify your customized training for government entities and your approach to customized training needs identified in the business process reengineering activities during implementation.
6. Do you provide maintenance of training materials and curriculum online?
7. Identify any alternative training approaches.
8. Do you provide evaluation quality control on your proposed training?
9. What additional training may be provided?

Section 4(f) – Warranty and Maintenance

1. Warranty and Maintenance

a. Proposed Services

Complete the warranty and maintenance matrix below based on the proposed approach. For services proposed within the matrix, include all costs in Section 11 Costs of this RFP as appropriate.

Complete one (1) matrix per vendor offering warranty/maintenance services.

	Response (Application Software)	Response (Hardware)
<p>Warranty:</p> <p>What is the length of the warranty (months)?</p> <p>Does warranty begin from installation or final payment?</p>		
<p>Maintenance Services:</p> <ul style="list-style-type: none"> ● Telephone Support (Y/N)? ● Normal hours of telephone support operations (EST)? ● Extended hours of telephone support operations (EST)? ● Toll Free "800" number (Y/N)? ● Remote dial-up/Internet software diagnostics (Y/N)? ● Remote dial-up/Internet software update (Y/N)? ● Updates and enhancements included (Y/N)? ● How often are enhancements provided? ● User group membership (Y/N)? ● Newsletter (Y/N)? 		
<p>Service/support response time (hours)</p> <ul style="list-style-type: none"> ● Via telephone/modem <ul style="list-style-type: none"> Average Guaranteed ● On-site <ul style="list-style-type: none"> Average Guaranteed 		

- i. If needed, further describe your proposed warranty/maintenance services.
- ii. Will you guarantee a fixed maintenance cost for the software? If so, indicate number of years.
- iii. List any exceptions or limitations to your proposed warranty/maintenance services for the software as indicated within the matrix.
- iv. List additional services provided for under the terms of the Contract at no additional cost to the city.
- v. Describe available services/programs in addition to those proposed within the matrix. Also include associated costs as appropriate.
- vi. Is the warranty and maintenance for system software different from hardware? If so, explain.

b. Systems warranty

- i. Provide, as a provision of its Contract with the City, a warranty that the system will continue to operate, for a period of one year after final payment or for a period proposed by offeror and agreed upon by the City, in a manner that meets or exceeds the performance specifications set forth in the contract.
 - ii. Attach any terms and conditions of your systems warranty.
 - iii. What guarantees and warranties are provided with the proposed system?
 - iv. What impact do software modifications have on warranties or guarantees?
 - v. Who has ownership of any enhancements made on behalf of the City by your firm?
- 2. Software License Agreement**
Please include all software and system license agreements in this subsection.
- 3. Maintenance and Support Agreement**
Please include all maintenance agreements in this subsection.

Section 4(g) – Statement of Work, Implementation Plan, and Timeline

Statement of Work

Using the following outline, please provide a proposed statement of work containing the following information included in your proposal. In addition, the Primary Contractor must provide a proposed statement of work indicating how partners or subcontractors will be integrated into the Primary Contractor's proposed approach.

- **Project Background**
- **Project Scope**
- **Project Organization**
 - Structure (e.g., offeror and City teams)
 - Staffing (e.g., additional staffing and backfill requirements, etc.)
 - Roles and Responsibilities (e.g., job description, titles, etc.)
 - Other Resource Requirements (e.g., site preparation facilities, electrical, work space, etc.)
- **Project Implementation Plan**
 - Phase (e.g., Project Preparation)
 - Implementation and Task Plans for Project Planning, Business Process Re-engineering, configuring and validating system, etc.
 - Deliverables (e.g., Detailed Project Schedule)
 - Assumptions (e.g., time required of team members)
- **Project Management**
 - Project Meetings (e.g., status meetings-frequency and attendance)
 - Reports (e.g., status reports-frequency of reports, contents)
 - Project Issues Resolution (e.g., issues database-description of approach to issue identification, evaluation, resolution, etc.)
- **Project Change Control Approach**
- **System Acceptance- User Acceptance and Technical Testing**
 - Methodology
 - Document Deliverables

Application Deliverables (e.g. system acceptance test and approval process)

• **Project Timeline**

Project Schedule based on deliverables and/or milestones

Section 4(h) – Technical Specifications and Literature

Please insert technical literature, brochures, and sample user guides in this section

Appendix C – Existing Equipment Specifications

Vehicles Make and Model

Current Vehicles:

2014-2019 Dodge Charger V6
2015-2019 Dodge Durango
2013-2019 Chevrolet Tahoe
2005-2011 Ford Crown Victoria
2017-2019 Ford Explorer Interceptor
2014 Ford E350 Prisoner Transport Van
2016 Chevrolet Prisoner Transport Van
2016 Ford F150 Crewcab

Mobile Vision Camera System

Mobile Vision Flashback 3 In-car digital video recorder

720 x 480 resolution

Background record mode with no audio - recording at 1 frame every 2 seconds

30 second pre-event record with no audio

Full record mode with audio – recording at 30 frames per second

Event record triggered by speed, emergency lights, crash; manually triggered by wireless microphone, dvr record button or monitor record button

Color camera with 12x optical — 144x digital zoom

Standalone color 3.5" LCD monitor

Voicelink X 2.4 GHz DSS wireless microphone and docking/charging station

Wireless 802.11(a/g/n) LAN and GPS antenna

32 GB SDHC memory

Collision Sensor and battery

+12VDC Power Input and ground. Battery and vehicle ground

3 camera inputs, third can be split to have up to 5 cameras connected

VLP wireless mic input

Wired mic input

All mounts, cables and hardware

6.9"x6.1"x2.4"

Mobile Vision Flashback 2 In-car digital video recorder

720 x 480 resolution

Background record mode with no audio - recording at 1 frame every 1 seconds

Full record mode with audio – recording at 30 frames per second

Event record triggered by speed, emergency lights, crash; manually triggered by wireless microphone, dvr record button or monitor record button

Color camera with 12x optical — 144x digital zoom

Standalone color 3.5" LCD monitor

Voicelink 2 2.4 GHz DSS wireless microphone and docking/charging station

Wireless 802.11(a/g/n) LAN and GPS antenna

32 GB Compact Flash Type II memory
Collision Sensor and battery
+12VDC Power Input and ground. Battery and vehicle ground
2 camera inputs
VLP wireless mic input
Wired mic input
All mounts, cables and hardware
6.9"x6.1"x2.4"

Rimage 8300N Producer V with Everest Encore Printer Disc Burning Unit (2)
Windows 10 Enterprise 64-bit, 16GB RAM, Intel Core i5
Includes 4 DVD/BR burners
Four 100 disc bins

Dell Power Edge R630 rack-mountable with dual Intel Xeon E5-2609-V3 Six Core Processors
32GB RAM
72TB storage and 34TB JBOD
Dell PCI-e RAID 6 SAS Card

Dell Power Edge R630 rack-mountable with dual Intel Xeon E5-2609-V3 Six Core Processors
5TB storage

Dell Power Edge R630 rack-mountable with dual Intel Xeon E5-2609-V3 Six Core Processors
2TB storage

Outdoor AP-802.11n over a with POE injector (24 units)
24 port GB Ethernet switch, 2 SFP Fiber