

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS

For Automated Red Light Enforcement System

Proposal to be received by May 13, 2005, 11:a.m., Eastern Standard Time

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

Prepared by City of Knoxville Department of Police
Deputy Chief Don Green
865-215-7345

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For Automated Red Light Enforcement System

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City of Knoxville
Request for Proposals
Automated Red Light Enforcement System

I. Statement of Intent

The City of Knoxville 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 Knoxville Police Department.

II. RFP Time Line

Availability of RFP	April 17, 2005
Proposals Due Date	May 13, 2005
Consultant Selection Process	
Proposals Reviewed and Interviews of Specific Consultants	
Interview Submitting Entities.....	May 23-27, 2005
Recommendation to City Council for Approval	June 7, 2005
Contract Start Date	July 1, 2005

This timetable is for the information of 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 from the City of Knoxville Purchasing Department.

III. Background

One of the largest causes of serious injury traffic collisions in the City of Knoxville is related to red light running. In addition to instituting significant engineering measures and additional enforcement, the City believes that automated enforcement is an effective supplement to existing City 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.

To date, the City of Knoxville has conducted research regarding Automated Red Light Enforcement Systems. The City has received information and interviewed various Vendors, reviewed the various technologies available, reviewed applicable literature, attended demonstrations and Vendor presentations, reviewed local, state, and federal statistical reports, tracked implementation of systems, formed a "Traffic Calming Committee" to examine the different technologies available, interviewed other agencies with automated systems, and enacted an enabling ordinance.

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

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide a program coordinator to oversee the mentoring program.

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 City of Knoxville. 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 the members of the Evaluation Committee, who shall evaluate the proposals, 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.

4.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing to the City of Knoxville Purchasing Agent by April 29, 2005.** The City of Knoxville shall not be responsible for oral interpretations given by any City of Knoxville 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 City of Knoxville Purchasing Department 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 City of Knoxville Purchasing Department at 865-215-2070 to determine if addenda were issued and to make such addenda a part of the submission of proposals.**

4.5 The City of Knoxville 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 City of Knoxville; (d) give full and proper evaluation of the firm or team presenting the proposal. 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. Also, the City 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 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 the Contract by the Owner.

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

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 (although non-intrusive systems will be preferred), 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 City employees and adjudication personnel, providing expert witness testimony in court, local customer service, collection processing and providing a public awareness / educational program. The City is anticipating the red light photo enforcement program will include up to fifteen (15) intersections with approaches to vary dependant on the intersection, with the potential for further expansion. The City of Knoxville is looking for a creative response at no cost to the City.

The Vendor shall coordinate its efforts with the City of Knoxville Police Department, City of Knoxville Traffic Engineering, City of Knoxville Finance Department, City of Knoxville Municipal Court, and other agencies affected by the project (utilities, phone, etc.). The Vendor will be expected to work closely with the Traffic Division of the Police Department and the City's Traffic 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 Traffic Signal Engineer in charge of signal maintenance and operation. Work performed within the public rights of way shall meet all applicable City and State standards for construction, including but not limited to, those pertaining to traffic control. The Vendor shall 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 City and court personnel, as well as implementing a public awareness and promotional campaign.

Due to demands on the time of the Selection Committee members, 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 City of Knoxville has the authority to issue civil penalties for red-light violations caught on an electronic monitoring / automated camera system (*City Code 17-210*).

The fine for running a traffic signal, where observation utilizes a camera system, is set by City 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 approximately fifteen (15) intersections specified by the City. The City will expect the chosen firm to phase in a fully operational Program within 12 months after issuing a notice to proceed. The City will have the right, in its sole discretion, to add, delete, or revise any Services to meet its changing needs at no cost.

1. Purchase of Equipment

The firm must have sufficient financial resources to provide equipment approved by the City, to monitor a minimum of fifteen (15) intersection approaches. All equipment will remain the property of the firm. The City recognizes that the image-processing field continues to evolve. The City would require a photo citation system that uses digital imaging technology. Additionally, the City prefers a system, which combines both digital still images and full motion video. However the City will review and evaluate all proposals on their individual merits and select the proposal that best meets the overall needs of the City.

- 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 not require detection equipment technology that is cut into or embedded in the road surface.

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 six intersection systems will be operational within six months after receiving a notice to proceed from the City, with an additional nine systems becoming operational six months thereafter, completing the installation of fifteen systems within twelve months.
- B. The City of Knoxville will approve all site selections, with traffic control and collision reduction being the decision-making criteria. Preference will be given to non-intrusive signal monitoring, as well as stand-alone power, wiring and support equipment (poles, housing units, etc.).
- C. The City may reasonably expand the program to additional intersections during the terms of the contract. The City may also require either temporary or permanent relocation of any of the cameras to meet changing needs. There will be no unsupervised access to City equipment.
- D. Traffic signal operation will be exclusively operated by the City of Knoxville 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 City'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 violation. If additional enforcement of other traffic regulations are permitted by the City in the future, the firm will provide such additional services at the direction of the City.
- F. Warnings will be mailed in lieu of a citation during the first month of operation.
- G. The Knoxville Police Department will have a sworn officer 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 City.
- D. Upgrades to initial equipment will be reviewed after three (3) years.
- E. The City 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 city.
- 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 City 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 City may request the replacement of any employee providing services to the City.

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 City and stay involved in the City's efforts to inform the public about the program. The firm will pay for and coordinate media relations with the City.

- A. Signage will be posted at each intersection where camera systems operate, as well as at key roadways entering the City Limits, with installation, maintenance, and costs to be assumed by the firm.
- B. Installation will have City of Knoxville (Traffic Engineering) location approval and will meet the design plan of the City of Knoxville 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 City and implemented by the Knoxville Police Department.
- E. Vendor will support the City by training staff 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.
- G. Vendor will provide samples of educational materials to the City.

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 City of Knoxville. Fine collection procedures will be developed in accordance with the City'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.
- H. City of Knoxville Municipal Court employees would be able to access the vendors software for purposes of accepting cash payments.

8. Appeals Process

The firm will utilize the existing city court appeals program to coordinate appeal hearings for citizen protests of citations. This includes receiving the initial appeal requests, scheduling appeal hearings before the city 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. A schedule shall be provided to the City's designee each week for hearings scheduled that week.
- 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 City and Court function. The City 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. Office and Operating Location

The selected firm will be required to provide a suitable, centrally located customer service office in the City of Knoxville, open during normal business hours, where citizens may pay their fines and penalties and appeal citations. If the firm desires to utilize City of Knoxville Municipal Court offices in place of that office, then a proposal will be submitted, detailing that arrangement (to include staffing, office space and equipment, etc.).

- A. An adequate number of service and maintenance staff to service the cameras will also need to be readily available to the City of Knoxville, with preference to those located within the City of Knoxville.
- B. 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 City of Knoxville.

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 City upon request in a form to be specified by the City. All financial records shall be made available to a duly authorized representative of the City 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 Knoxville Project Manager. Images, both video and still, will be downloadable for inclusion into the Knoxville Police Department'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 City of Knoxville, and may not be sold, distributed or otherwise released without permission of the City of Knoxville Project Manager.
- E. The City 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 City 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 city designee can access:
 - 1. enforceable violation events that are pre-reviewed and submitted for final approval (charging) by the City.
 - 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 officer 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 city 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 City.
- 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 city.

12. Statistical Analysis and Reporting System

- A. Systems with the capacity to produce statistical analysis of camera operations will be preferred, including at minimum, hours of use per camera by operational site, results achieved by each camera by site, offenses recorded by site, equipment malfunctions, status of notices issued (outstanding, cancelled, reissued, etc.), realtime traffic volume and vehicle counts, realtime violation information by individual lane by time of day and day of week.
- B. Preference will be given to systems, which can analyze results obtained from each camera location to show the prosecutable image rate.
- C. Vendor will provide City with a monthly activity report within ten (10) days following the end of the month.
- D. 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'
 - 3. the total number and percentage of rejected images by reason.
 - 4. monthly financial reports detailing monies collected by citation number.
- E. Vendor shall be able to provide an audit trail of all voided and discarded images.

13. Training Support

- A. The vendor should be prepared to offer ongoing training support for their product subject to mutual agreement.
- B. Hands-on training will be provided for the initial training . Vendor should state the class size. Additional training would be available at a cost to the City of Knoxville and the pricing section should provide this cost.
- C. Vendor will furnish all training materials.

14. Pricing

Vendors shall submit several fee structure and implementation options. The ongoing operation of the City's program depends on its ability to be self-supporting. Preference will be focused on a no-cost –to-the-city proposal, where the vendor assumes all installation 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 15 operating camera locations for purposes of this calculations):

- A. A total monthly fee, per camera location, payable by the City to your firm for the proposed turnkey program (includes all operating expenses and management fees); and
- B. The City's share of the citation revenue collected. You may want to provide several payment levels based on volume. Also indicate what the City '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 City assuming ownership of equipment after projected date.
- E. Projected cost of City 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 City of Knoxville to move camera locations when done at the request of the City.
- 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 City.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City of Knoxville 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 City of Knoxville Police Department.
- 6.3 Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4 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 of Knoxville.
- 6.5 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 6.6 The contractor shall agree to defend, indemnify and hold harmless the City 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 City of Knoxville 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 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.
- 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 City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. 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 City, its officials, officers, employees and volunteers are to be added as insureds 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 City 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 City Attorney.

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

6.10 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, Section 2-1048 entitled “Conflict of interest” which states, “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;” Section 2-1049 of the Code entitled “Receipt of benefits from city contracts by council members, employees and officers of the city,” which states “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;” Section 2-1050 entitled “Gratuities and kickbacks prohibited,” which states that “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 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;” and Section 2-1051 entitled “Covenant relating to contingent fees,” which states that “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.”

6.11 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.

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

6.13 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 City of Knoxville in this RFP; and (2) the submissions have a degree of uniformity in the presentation of material which will facilitate evaluation by the Evaluation Committee.

7.1 General

Submission forms and RFP documentation may be obtained on or after April 17, 2005, at no charge from:

City of Knoxville Purchasing Department
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:00 p.m. (Eastern Standard Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.cityofknoxville.org where it can be read or printed using Adobe Acrobat Reader software.

7.2 Proposals

* An original and six 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 May 13, 2005. ___ Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing 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 11:00 a.m. (Eastern Standard Time), May 13, 2005.

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 City of Knoxville Purchasing 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 City of Knoxville Purchasing 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 City of Knoxville.*

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

NOTE: The Submission Form and the Non-Collusion Affidavit are found on pages (11) and (12) of this RFP.

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 proposals to be ineligible for evaluation.

* 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. After proposals have been opened, any selected entity notified by the City should be prepared to meet with the Evaluation Committee at the time and date determined by the City of Knoxville. 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 Evaluation Committee during oral interviews, if any.

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

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 agency 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 contractual 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 agency," the City 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 a schedule for design, assessment, construction, and implementation (25 points)
3. References/experience. Provide five governmental entities including the name of the person, organization, description of services provided by your company and a telephone number and email address. (25 points)
4. Cost of project (25 points)

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
FOR PROGRAM COORDINATOR FOR
AUTOMATED RED LIGHT ENFORCEMENT SYSTEM**

Submission Form

**Proposals To Be Received by 11:00 a.m., Eastern Standard Time, May 13, 2005, In Room 667-674,
City/County Building, Knoxville, Tennessee.**

IMPORTANT: An Original and three copies are to be submitted.

Please complete the following:

Legal Name of Proposer/Qualifier: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Signature: _____

Name 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 _____, 2_____.

Title

My Commission expires _____



EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City's goal for minority and women participation is 10 percent of the contract amount.

The Contractor will consider all competitive sub-bids and quotations received from M/WBE firms. When a subcontract is not awarded to the M/WBE firm submitting the lowest bid, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing. If the Contractor terminates an agreement and/or subcontract with an M/WBE, the Contractor will be required to adhere to these provisions of a "Good Faith Effort" in the selection of the replacement for that M/WBE firm.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified M/W businesses who have the capability to perform the work of the contract or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow M/W business enterprises to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests
2. Providing interested M/W businesses 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 M/W Businesses.
 - a. It is the **bidder's/proposer's** responsibility to make opportunities available to M/W business subcontractors and suppliers and to select opportunities consistent

with the available M/W business subcontractors and suppliers.
Evidence of such negotiations includes the names, addresses, and telephone numbers of M/W businesses considered.

- (1) A description of the specifications for the work selection for subcontracting
- (2) Evidence why additional agreements could not be reached for M/W businesses 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 as allowed on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

M/WBE SUBMITTAL TIME FRAME

The Contractor will submit the following forms with his (her) **bid/proposal**:

1. "Statement of Intent for Minority/WBE Utilization" (Form I Attached)

This form will illustrate the areas in which the Contractor has identified a potential MBE and WBE subcontract opportunity and the dollar value in which the Contractor proposes to attain in MBE and WBE utilization.

The purpose of this document is to measure the Contractor's "**Good Faith Efforts.**" It is not the intent of this document to commit the Contractor to subcontracting these areas only to MBE and WBE firms or releasing the Contractor from negotiating with MBE/ WBE firms for subcontract opportunities in other areas.

or

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

This form is to be submitted if the **bidder/proposer** does not intend to subcontract any portions of the work and if there are not any sufficient material purchases on which MBE/ WBE 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 is certifying 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:
 - (a) Notify the City immediately of the decision to subcontract.

(b) Adhere to the provision of "**Good Faith Efforts**" in filling that subcontract opportunity.

The EBO Program Director may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness.

Upon the receipt of the Letter of Intent to Award/Letter of Award, the apparent low **bidder/proposer** will be requested to attend a preconstruction conference at which time he/she will be required to submit the following M/WBE Documentation:

- (1) Minority/ Women Utilization Commitment (Form III Attached).
- (2) A Letter of Intent to Perform as a Subcontractor and/or Provide Supplies or Services (Form IV Attached) for each M/WBE firm or copy of the subcontract agreements).
- (3) Documentation Showing Solicitation of bids and material quotes from MBE/WBE's, and the Certificate of M/WBE Unavailability (Form V Attached), or if no response was received from an M/WBE.
- (4) Documentation Showing the Reasons a Subcontract or significant material purchase was not awarded to an M/WBE.
- (5) M/WBE Utilization Commitment (Form III Attached)
- (6) A Letter of Intent to Perform as a Subcontractor and/or provide Supplies or Services (Form IV Attached) for each M/WBE subcontractor/supplier.

The M/WBE documents will be received by the Purchasing Department or procurement officer. At the time of the final request for payment upon completion of the project, the Contractor shall submit a Statement of Final Payments to M/WBE Subcontractors and Suppliers (Form VI Attached). Final payment will not be released until Form VI is submitted.

SECTION III

RESPONSIBILITIES

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

Prime Contractors

The primes will solicit quotations from certified M/WBE firms and provide the same information requested and time frames to M/WBEs as they would non-M/W/SBE firms.

MBE/WBE Firms

The M/WBE will also be responsible for completing the letter of intent (Form IV Attached) in a timely manner and returning it to the Prime Contractor.

SECTION IV

DEFINITIONS

Affirmative Action: Specific steps to eliminate discrimination and efforts to ensure nondiscriminating results and practices in the future and to fully involve minority business enterprises, women's and small business enterprises in contracts and programs.

Bidder/Participant: Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

Contract: A mutual legally binding relationship or any modification thereof obligating the **seller** to furnish equipment or services, including construction and leases, that obligates the buyer to pay for said equipment or services.

Contractor: Partnership, corporation, association or joint venture which has been awarded a public contract or lease to furnish materials, equipment, or provide services at a specified price including every subcontract on such a contractual agreement with guaranteed warranties and insurance.

Discrimination: To distinguish, differentiate, or separate solely on the basis of age, race, religion, color, sex, national origin, disability or veteran's status.

Equipment: Includes materials, supplies, commodities, apparatus.

Joint Venture: An association of two or more businesses to carry out a single business enterprise for profit, for which purpose the combine their property, capital, efforts, skills and knowledge.

Lessee: A business that leases or is negotiating to lease property from the City/Contractor or equipment or services to the City/Contractor, or to the public on City property.

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 Phillipines, Samoa, Guam, the U.S. Trust Territories of the Pacific and Northern Marinas.

Minority Business Enterprise (MBE), Women Business Enterprise (WBE): A business which is at least fifty-one percent (51%) owned and controlled by minority group members or European American female(s). An MBE/WBE is bonafide only if the minority group or European American Female ownership interests are real and continuing and not created solely to meet the MBE/WBE requirement. In addition, the MBE/WBE must himself/herself perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must also be bonafide. Certification of minority and women businesses is provided by City Certification Committee.

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 fifty-one percent (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 fifty-one percent (51%) of the voting interests and fifty-one percent (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.

Small Business: Small Business as determined by SBA criteria.

Significant Material Suppliers: An aggregation of material, equipment or supplies provided by a single person or business for utilization in a City construction project, the total value of which is ten percent (10%) or more of the value of the contract or \$2,000 whichever is less.

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

Sub-Recipient: Any subcontractor or sub-lessee.

City: Any reference herein refers to the City of Knoxville, Tennessee.

Sub-bids: Any quote for labor and/or material to a Contractor.

FORM I

STATEMENT OF INTENT OF M/WBE UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

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

(Project Name)

(_____)
(Dollar Amount of Bid)

MBE/WBE's will be employed as construction subcontractors, vendors, suppliers, or professional services.

Submitted by _____ Date: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

FORM I A

**STATEMENT OF INTENT OF
M/WBE UTILIZATION
(TO BE SUBMITTED THREE (3) DAYS AFTER AWARD OF THE BID OR PROPOSAL)**

MBE/WBE Utilization

Description of Work	MBE Amount	WBE Amount	Name

TOTAL

The undersigned understands that they are committed to negotiate with additional M/WBE for other materials and services not listed in the above schedule.

Submitted by _____ Date: _____
(Authorized Representative)

TITLE: _____

FORM II

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

We, _____, hereby certify that it is our
intent to perform 100 % of the work required for the _____

_____ contract
(Name of Project)

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

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

AND

2. That if it should become 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 M/WBE Firms to subcontract the work.

The undersigned hereby certifies that he or she has read the terms of this statement and is authorized to bind the bidder as herein set forth.

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

M/WBE UTILIZATION COMMITMENT

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

(Project Name)

(Dollar Amount of Bid)

Name of Firm	MBE	WBE		Contact Person	Type of Work To Be Performed	Dollar Value

TOTAL

The contractor has also furnished Letter of Intent (Form IV Attached).

The undersigned has or will enter into a formal agreement with the Minority/Women BE's for work listed in this schedule.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the contractor to the commitment herein set forth.

Signature and title of authorized official of the company and the date must be properly executed on this document.

Submitted by: _____ Date: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

FORM IV

Project Name: _____

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE SUPPLIES OR SERVICES

TO: _____ ADDRESS: _____
(Prime Contractor)

CONTACT PERSON: _____ TELEPHONE NO: _____

The undersigned intends to provide supplies or services in connection with the above **bid/proposal** request as a Minority/Women Enterprise.

Check: ___ African American ___ Hispanic America ___ Asian American
 ___ Native America ___ European American Female

The undersigned is prepared to perform the following described work in connection with the above project. (Specify in detail particular work items or parts thereof to be performed):

at the following price: \$ _____.

You have projected the following delivery date for such supplies and services, and the undersigned is projecting completion of such work as follows:

Items

The undersigned has or will enter into a formal agreement with you for the above supplies or services conditioned upon your execution of a contract with the City of Knoxville.

Date: _____, 19 ____ _____
(Name Minority/ Women Enterprise)

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

FORM V

CERTIFICATE OF M/WBE UNAVAILABILITY

NAME: _____ Project Name: _____
(Prime Contractor)

Contact Person: _____ Address: _____

Telephone No: _____

Name and Address of Minority/ WomenBE Contractor	Type of Work (Electric, Paving, etc.) And Contract Items or Supplies to be Performed	Reason for Unavailability

The undersigned certifies that the above Minority/ Women Business Enterprise(s) was (were) contacted in "Good Faith" and that said M/WBE(s) were unable to submit a bid.

Date: _____, 19____ Submitted by: _____
(Signature of Authorized Representative)

Title: _____

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

FORM VI

STATEMENT OF PAYMENTS TO M/WBE SUBCONTRACTORS & SUPPLIERS (TO BE SUBMITTED WITH FINAL PAYMENT REQUEST)

Project: _____ Contract#: _____

Contractor's Name: _____

Cert. #	MBE	WBE		Name of Firm / Address & Phone#	Total Amount	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: _____