

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of a ***Jail Security System Upgrades*** as specified herein. Proposals must be received by **2:00 p.m.** on **April 7, 2020**. Late proposals will be neither considered nor returned.

**Deliver Proposals to:  
Proposal Number 2938  
Knox County Procurement Division  
1000 North Central Street, Suite 100  
Knoxville, Tennessee 37917**

**The Proposal Envelope must show the Proposal Number, Proposal Name and Closing Date.**

## **SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Senior Buyer, Construction and Contract Specialist at 865.215.5756. Questions may be faxed to 865.215.5778 or emailed to [donnie.fawver@knoxcounty.org](mailto:donnie.fawver@knoxcounty.org). Information about the Knox County Procurement Division and current proposals may be obtained on the Internet at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement).
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. The evaluation criteria are listed in Section 3.12. Knox County also reserves the right to not award this proposal.
- 1.6 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.7 COOPERATIVE PROCUREMENT:** Proposers must indicate whether or not it is permissible for other governments in Tennessee to purchase prisoner transports or services at the same price. Freight charges can be adjusted to reflect differences in delivery cost.
- 1.8 COPIES:** Knox County requires that proposals be submitted as one (1) marked original and three (3) exact copies. An electronic copy, in one complete file, is also requested on CD or flash-drive.
- 1.9 DECLARATIVE STATEMENTS:** Any statement or words (eg: must, shall, will etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.10 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Administrator of Business Outreach  
Telephone: 865.215.5760 / Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals when responding through the county's online Procurement system for this procurement. Facsimile and email submission is strictly prohibited. All proposals must be mailed or delivered by hand.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement), register as a vendor in our on-line Procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposers in the preparation of their proposal.
- 1.14 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 NEW MATERIAL:** Unless specified otherwise in the proposal package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Contractor submission of other than new materials may be cause for the rejection of the proposal.
- 1.16 NON-COLLUSION:** Vendors, by submitting a signed bid certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.18 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor must provide personnel who are bonded to bear said weaponry.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

**1.21 PROPOSAL DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hours prior to the proposal opening time.

Proposals must be in a sealed envelope/box prior to entering the Procurement Division. Procurement Division personnel are not permitted to view the submittal nor assist in placing document in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials for submittals (e.g.: envelopes, boxes, tape).

**1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

**1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposers to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by March 27, 2020 at 12:00 pm. These requirements also apply to specifications that are ambiguous.

**1.24 SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the terms and conditions stated in the proposal document.

**1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

**1.26 TERM AGREEMENT:** If this proposal results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.

**1.27 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

**1.28 USE OF PROPOSAL FORMS:** Proposers are to complete and return the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

**1.29 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's Proposers list for twenty-four (24) months.

**1.30 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement) and click on “Online Vendor Registration”. Proposers must be registered with the Procurement Division prior to submitting their proposal.

**1.31 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

**These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.**

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive proposaling.
- 2.8 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.13 IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Vendors response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its proposal or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at anytime upon thirty (30) days with written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### **SECTION III SPECIAL TERMS, AND CONDITIONS**

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective proposers the general type, character and quality of Jail Security System Upgrades desired by Knox County and the Knox County Sheriff's Office.

This solicitation may result in a multi-year term agreement, renewed on a 5 year basis at the mutual consent of the Knox County Sheriff's Office and vendor. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service, quality and other factors detailed herein.

- 3.2 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services and/or locations to this agreement or delete services and/or locations as required. Knox County shall negotiate with the successful vendor any changes to the agreement.
- 3.3 **AWARD LENGTH:** The length of this contract will be five (5) years with the option to renew upon mutual consent of both parties. The term agreement may be renewed for 1 (one) five-year period for a total of ten (10) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.4 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the Contractors staff providing services to Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County property. These generally include those offenses that would tend to endanger the health or welfare of persons or staff.
- 3.5 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.6 **CONTACT PERSON:** Each proposer must list the name and address of the designated contact person to maintain service with this account during the term of the contract. Proposer must provide an organizational chart of their company hierarchy to include names, titles and telephone numbers. Any changes with the contact personnel must be communicated with the County as expeditiously as possible.
- 3.7 **CONTRACT EXECUTION:** The award of this proposal may result in a contract between Knox County and the successful vendor. The Knox County Procurement Division will draft the contract and the contract must be approved by the Knox County Law Department. Knox County will not accept any vendors' contracts or Terms of Agreements, Service Agreements, etc.
- 3.8 **CONTRACTORS LICENSE:** All Contractors must be properly licensed by the State of Tennessee Alarm Systems Contractors Board and all other authorities having jurisdiction. Copies of all such licenses and permits are to be submitted with the proposal in Section V Part VIII.
- 3.9 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.10 **DEVIATIONS FROM SPECIFICATIONS:** Knox County wishes to secure proposals that best suit our needs. Proposers may submit more than one proposal, accordingly, each proposal must state either; that it conforms exactly to or deviates from the specification. Knox County shall be informed of any deviations from these specifications. Deviations shall be clearly noted. Adequate information must be provided to allow Knox County to evaluate these exceptions.
- 3.11 **DRUG-FREE WORKPLACE:** If **CONTRACTOR** has five (5) or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and proposers **shall** provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.12 **EVALUATION CRITERIA:**

Compatibility	35 Points
Industry Experience	25 Points
Proposed Cost	20 Points
Proposed Equipment	10 Points
Scheduling and Impact to the Facility Operation	10 Points

- 3.13 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect The County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.14 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the Procurement Director or their designee.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 3.15 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Proposers must complete, sign and have its insurance agent sign the attachment and submit it with their Proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and naming Knox County Government as additional insured.
- 3.16 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the Purchase Order number and/or Contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to [invoices@knoxsheriff.org](mailto:invoices@knoxsheriff.org).
- 3.17 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.18 NO CONTACT POLICY:** After the date and time the Contractor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.
- 3.19 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promotes competitive proposals. It shall be the Contractor's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal.
- 3.20 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your proposal will be an acknowledgement to this provision.
- 3.21 PERFORMANCE AND PAYMENT BONDS:** The successful contractor(s) will be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. Knox County reserves the right to require a Performance Bond and a Payment Bond on any project regardless of the value of the project. The bonds will be returned upon the successful and satisfactory completion of the project.
- 3.22 PRE-PROPOSAL CONFERENCE:** There will be a pre-proposal conference held on March 23, 2020 beginning promptly at 10:00 am local time. Location is the Knox County Sheriff's Office Main Conference Room on L-1, 400 Main Street, Knoxville, TN 37902. Though not mandatory, all interested parties are encouraged to attend and tour the facility. Everyone shall meet in the Main Lobby on L-1.

Vendors are hereby cautioned that no weapons of any kind are allowed in this building. Searches may be conducted on anyone entering these facilities.

**3.23 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

Upon the resulting contract being placed on the agenda for County Commission approval, all submissions will be made public and open for viewing.

**3.24 PROPOSAL REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, may also be noted and made a part of the evaluation file.

**3.25 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Purchase orders will be issued on an as needed basis.

**3.26 REFERENCES:** Proposer must include for reference agencies the name of agency, contact person, and contact persons telephone number and email address (Attachment D). Each Vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Knox County will email each reference contact from information included on this form only. Do not list Knox County or Knox County Sheriff's Office as a reference.

**3.27 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. KCSO may require that the successful vendor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of KCSO.

**3.28 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.28.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.28.2 That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.28.3 That such temporary and permanent work required by the contract documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.28.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

**3.29 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the contractor.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.



- 3.30 SUB-CONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this proposal and during the duration of the award. If the interested vendor only sells the equipment, and the equipment meets all of the standards set forth by the RFP, that vendor may sub-contract a local team to install and maintain the equipment. However, installation, project management, and quality control of that installation must be directly overseen by the vendor or their designated sub-contractor.
- 3.31 SUBMIT QUESTIONS:** Agencies may submit questions concerning this solicitation no later than **March 27, 2020 at 12:00** p.m.. local time. Submit questions as stated in Section 1.1.
- 3.32 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

#### **SECTION IV SCOPE OF WORK**

- 4.1 INTENT:** The Knox County Sheriff's Office (KCSO) intends to upgrade the current jail security equipment at the Knox County Jail Downtown Facility. This upgrade will be done with strict oversight from KCSO personnel and will require extensive communication between the parties involved.
- 4.2 COMPATABILITY:** Due to software and equipment already in place at the facilities, vendors **must** propose products compatible with to the current Black Creek Integrated Security System.
- 4.3 DETENTION FACILITY COMPLEX ORIENTATION:** **All** employees performing work at the Knox County Jail or the Detention Facility Complex will be required to go through an orientation of the facility and facility procedures before beginning work at or in the facility. **All** personnel who may be working at the facility must attend this meeting. Additional Contractor employees will also need to attend the orientation if they are assigned to the job at a later date.
- 4.4 INDUSTRY EXPERIENCE:** Proposer must detail their experience in narrative form. Provide number of years in industry, number of certified technicians, resumes & certifications of each team member to be involved in award of this proposal.
- 4.5 INSTALLATION:** Contractor will be required to install the entire system for KCSO. Installation costs must be included in Section V, Part V. **There shall be no hidden charges.** Installation includes, but is not limited to, all set up and connecting of equipment, hardware, software etc. for the system to be fully functional. Installation will not be considered complete until all aspects of the system are tested and shown to be fully operational and compatible as determined by KCSO.
- 4.6 MINIMUM REQUIREMENTS:**

The following are the requirements for the Knox County Jail/Downtown Facility:

- General upgrade of hardware and software to current technology.
- Upgrade software to Windows 10 on all servers and computers.
- Upgrade Video System to replace the End-of-Life Vicon hardware and software.
- The current analog cameras will be re-used and the upgrade will provide all hardware for a systematic replacement to IP cameras. Existing analog cameras (approximately 126) must be used and recorded till such time the IP cameras can be connected and all equipment except cameras and cables must be provided for the upgrade path.
- Provide one (1) remote viewing station within the network to monitor and configure cameras outside of the video server.

- The video storage is estimated to be one (1) year for all cameras. We are currently at 150TB of storage and must provide for expansion in the future.
- Replace all six (6) monitors in the Control room to include touchscreen capability and monitoring of camera system or provide the Sheriff's Office with specifications to purchase monitors.
- There are currently two (2) cabinets with PLCs installed.
- Replace any Programmable Logic Controllers to maintain control of existing lighting, door position, intercom, and locks. Annunciation of locks and alarms must be maintained.
- Vendor will be responsible for the removal and installation of all replaced equipment.
- Successful vendor must have a central system in place to provide 24 hour/7 day a week support for all installed hardware and software.
- During this upgrade safety and security of the facility must be maintained, down time will be a critical issue and must be coordinated with the facility and staff.
- Integration and interoperability of the video, audio, and controls will be tested, verified and be compatible with any equipment not being replaced.
- The successful vendor must provide continued upgrade paths for future installations and expansion.
- The current system and upgrades have been installed, upgraded and supported by Black Creek Integrated Systems. They provided the hardware and software for our current installation any integration for remaining systems or software will need to be coordinated with them and paid for by the successful vendor.

- 4.7 OLD EQUIPMENT:** All old equipment paid for by Knox County and removed during this upgrade shall remain the property of Knox County. KCSO personnel shall communicate to successful Contractor the area to store removed equipment.
- 4.8 SCHEDULING:** Proposer must describe the scheduling process. Provide chart with proposed project schedule included system downtime.
- 4.9 TURN KEY SOLUTION:** Knox County and KCSO prefer the Contractor to have the ability to provide a turnkey solution for the equipment and services as described in this solicitation. Any sub-contracted work or service **must** be pre-approved in writing by Knox County Government.
- 4.10 UPGRADES:** The Contractor shall upgrade the Black Creek Touchscreen Software and the Black Creek Server Software to the latest BCIS Standard Windows versions. The Contractor shall notify KCSO of any new software revision level upgrades within ninety (90) days of the introduction of the new software into general release by Contractor. The Contractor further agrees to provide support and software upgrades for a period no less than three (3) years at no additional cost to KCSO.
- 4.11 USER TRAINING:** The successful Contractor shall be required to provide on-site training to KCSO personnel at no additional cost. This training shall include, but not be limited to, the proper use of the equipment, proper upkeep of the equipment, troubleshooting and repair if needed. The training shall continue until a level of competency is achieved, as determined by KCSO, for individuals charged with operating, supporting and maintaining the equipment.

## SECTION V PROPOSAL FORMAT

The following guidelines shall be followed when responding to the Request for Proposal. Negligence in adhering to The criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date for proposal submission.

### **PART I COVER LETTER**

Cover letter authorizing the submission of the proposal signed by a principal of the company.

### **PART II PROPOSER INFORMATION**

Name of Company, Address, Telephone Number, and Fax Number  
Contact Person, Phone Number and E-mail Address of Contact Person  
Knox County Vendor Number  
History of organization  
Will you accept E-Commerce Card as payment?  
Will you allow Cooperative Procurement?  
Acknowledgement of Addenda, if applicable

### **PART III COMPATABILITY**

Detail how your equipment and services, if proposing other than specified, are compatible with the Black Creek Integrated Systems solution.  
Detail past projects that demonstrate successful integration of your system to the Black Creek Integrated System.

### **PART IV INDUSTRY EXPERIENCE**

Detail your company experience

- Years in Industry
- Number of Certified Technicians/Resume's and Certifications
- Installed References (Attachment D)

### **PART V PROPOSED COST**

Detail proposed cost for equipment/materials/installation/integration etc.:

- Equipment/Hardware/Software Cost
- Installation/Integration Cost
- Maintenance Cost per year (if applicable)
- Performance/Payment Bond Cost

### **PART VI PROPOSED EQUIPMENT**

Detail proposed equipment to be used, required hardware etc.  
Detail the installation/integration plan proposed by your company

### **PART VII SCHEDULING/IMPACT TO FACILITY OPERATION**

Detail the scheduling needed to complete the project. A breakdown of milestones and number of days to complete milestones is preferred. Assume a start date of June 1, 2020.  
Detail the impact on the facility such as power outages, possible inmate shifts, etc.

### **PART VIII AFFIDAVITS, INSURANCE CHECKLIST, LICENSES AND OTHER ATTACHMENES**

Proposers must return the Affidavit, Insurance Checklist, applicable Licenses, Iran Divestment and References with their proposal.

### **PART IX ADDITIONAL INFORMATION**

Proposers may submit additional information regarding their company and the services they offer.

### **PART X EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this tab. Do not mark through or otherwise alter the language of this RFP in our response.

**ATTACHMENT A**  
**AFFIDAVIT OF COMPLIANCE**  
**WITH**  
**DRUG-FREE WORKPLACE REQUIREMENTS OF**  
**TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with proposal by contractor with 5 or more employees)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE  
COUNTY OF {                    } }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**ATTACHMENT B**  
**Knox County Procurement Division**  
**Insurance Checklist**  
**Proposal Number 2938**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																									
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																									
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																									
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)											COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)													
X	ANY AUTO-SYMBOL (1)																											
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"></td> <td>CLAIM MADE</td> <td style="width: 20px; text-align: center;">X</td> <td>OCCUR</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td style="width: 20px;"></td> <td>POLICY</td> <td style="width: 20px; text-align: center;">X</td> <td>PROJECT</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		CLAIM MADE	X	OCCUR							GEN'L AGGREGATE LIMITS APPLIES PER						POLICY	X	PROJECT							LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$ 2,000,000
	CLAIM MADE	X	OCCUR																									
GEN'L AGGREGATE LIMITS APPLIES PER																												
	POLICY	X	PROJECT																									
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																									
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																									
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																									
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																									
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																									
		PROFESSIONAL LIABILITY																										
NO	10.	ARCHITECTS & ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM																									
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																									
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																									
NO	13.	MOTOR CARGO INSURANCE																										
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																									
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																									
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																									
NO	17.	DISHONESTY BOND	\$																									
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																									
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																									

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED \_\_\_\_\_.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW.

AGENCY NAME: \_\_\_\_\_

AUTHORIZING SIGNATURE: \_\_\_\_\_

**PROPOSER'S STATEMENT AND CERTIFICATION:** IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: \_\_\_\_\_

AUTHORIZING SIGNATURE: \_\_\_\_\_

**ATTACHMENT C**

**REQUEST FOR PROPOSAL #2938**

**AFFIDAVIT OF COMPLIANCE WITH**

**IRAN DIVESTMENT  
ACT**

**TENNESSEE CODE ANNOTATED, SECTION 12-12-  
106**

Comes \_\_\_\_\_, for and on behalf of  
(Printed name of Principal Officer of Company)

\_\_\_\_\_, (the "Company") and, after being duly authorized by the  
Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public  
My Commission Expires:

\_\_\_\_\_

**ATTACHMENT D**  
**RFP #2938**  
**CURRENT REFERENCES**

Please provide contact information for three (3) current clients, preferably government clients that we may contact for reference. Knox County Government (Sheriff's Office) cannot be used as a reference.

REFERENCE ONE

NAME OF FIRM: _____
ADDRESS: _____
CONTACT PERSON: _____
CONTACT PERSON'S TELEPHONE AND FAX NUMBERS: _____
CONTACT PERSON'S EMAIL ADDRESS ( <b>required</b> ) _____

REFERENCE TWO

NAME OF FIRM: _____
ADDRESS: _____
CONTACT PERSON: _____
CONTACT PERSON'S TELEPHONE AND FAX NUMBERS: _____
CONTACT PERSON'S EMAIL ADDRESS ( <b>required</b> ) _____

REFERENCE THREE

NAME OF FIRM: _____
ADDRESS: _____
CONTACT PERSON: _____
CONTACT PERSON'S TELEPHONE AND FAX NUMBERS: _____
CONTACT PERSON'S EMAIL ADDRESS ( <b>required</b> ) _____