

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of a **Digital Voice Logging Recording System** as requested by Knox County. Proposals must be received by **2:00 p.m. on May 5, 2021**. Late proposals will neither be considered nor returned.

**DELIVER PROPOSALS TO:**

**Proposal Number 3044  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Buyer, at 865.215.5767 or emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). Questions may be faxed to 865.215.5778. Information about the Knox County Procurement Division and current bids may be obtained on the internet at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement).
- 1.2 ACCEPTANCE:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar 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(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The award criteria are listed in Section 3.9. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 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, CPPB  
Administrator of Business Outreach  
Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- 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 unforeseen circumstances shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and five (5) exact copies. Proposers must submit with their written response an exact electronic version of their proposal in a CD-Rom/flash drive format. **Knox County requests this electronic copy version be in one (1) complete file.**
- 1.10 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission is strictly prohibited.
- 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 Section 1.1 of this document.
- 1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal 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.
- 1.16 **PAYMENT:** 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 the 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 Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as 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.

- 1.17 **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 vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.
- 1.20 **PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time date and stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.
- 1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.21.1 Be submitted on recycled paper
  - 1.21.2 Not include pages of unnecessary advertising
- 1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer 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 **April 21, 2021 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.23 **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 term and conditions stated in the document.
- 1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 **TITLE VI OF THE 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.
- 1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods 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 bidders list for twenty-four (24) months.
- 1.28 **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. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.29 **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 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.
- 2.3 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.
- 2.4 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 bidding.
- 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, national origin, or any individual trait or characteristic found to be an illegal consideration 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, sub-contractor 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) Contractor's Response, (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 offset-off, 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 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. 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 upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

**3.1 SCOPE OF PROPOSAL:** The intent of these specifications is to obtain a firm to provide a Digital Voice Logging Recording System for Knox County and the Knox County Emergency Communications District (KCECD). 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.

KCECD is located in Knoxville, Tennessee. KCECD is an independent political body chartered under Tennessee State Law that is responsible for the receipt of 9-1-1 and 10 digit emergency telephone calls from the public and the dispatching of such calls to the appropriate public safety agencies. Over 620,000 calls are processed each year.

**3.2 ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

**3.3 ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

**3.4 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

**3.5 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues.

In the event one (1) or both contacts leave the Knox County account, the successful proposer shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County's account so as to avoid any interruption of services.

**3.6 CONTRACT EXECUTION:** The award of this proposal will result in a Contract between the Knox County Emergency Communications District and the successful proposer. The Contract must be voted on by the Knox County Emergency Communications District Board of Directors and receive a majority vote. The successful vendor may be required to be present at the KCECD Board Meeting to answer questions relating to the service to be performed. Adequate notification will be given by the Knox County Procurement Division if the awarded vendor will need to attend these meetings. There shall be no cost to Knox County for attendance at these meetings. Knox County will draft the Contract and no vendor forms (i.e., Terms and Conditions, Service Agreements, or other Standard Company Forms, etc.) will be accepted.

**3.7 COPYRIGHT AND PATENT RIGHTS:** The vendor will warrant that there has been no violation of copyrights or patent rights in manufacturing, producing and selling the items ordered or shipped as a result of this proposal, and the successful vendor agrees that KCECD will not be responsible for any liability, loss, or expense by any such violation.

**3.8 DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the County department. **There will be no extra hidden charges.**

**3.9 EVALUATION CRITERIA:** Proposals will be evaluated by the following criteria:

**3.9.1 Functionality of System: 40 Points**

- Will be evaluated based on the detailed narratives and specifications checklists supplied for the software and hardware.
- Will be evaluated based on the detailed narratives and specifications checklist supplied for the warranty/maintenance requirements

**3.9.2 Qualifications and Experience 20 Points**

- Brief description of the company and company history
- Description of approach to installing systems of this kind and identify any unique or distinctive features of the system that the vendor wishes the evaluation committee to take particular notice.
- Provide an organizational chart, resumes, and summary of key project staff including, but not limited to: senior management, project manager, primary contact responsible for account, hardware support personnel, software support personnel
- Number of currently installed, fully functioning systems
- References

**3.9.3 Implementation Plan and Training 20 Points**

- Implementation Plan
- Implementation Timeline
- Training Plan

**3.9.4 Cost 20 Points**

- Cost will be evaluated on the total first year cost plus annual maintenance and support for years 2-7 as per the cost sheet and required cost documentation.

**3.10 EVALUATION 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. 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 opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award, which is in the best interest of Knox County.

**3.11 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

**3.12 EXTRA WORK:** No claims for extra work will be allowed unless previously authorized by KCECD in a written change order. In order to verify the cost of any change or extra work, the vendor shall, upon request, give KCECD access to all bills, invoices, vouchers, payrolls and other pertinent evidence documenting the extra work.

**3.13 FAILURE TO EXECUTE CONTRACT:** KCECD will require that the successful vendor execute the required KCECD Contract within fifteen (15) calendar days after the contract is forwarded to the vendor for signature. Delays beyond twenty (20) calendar days will subject the vendor to a penalty of \$2,500 per calendar day until such time as the contract is executed. Failure to execute the contract within thirty (30) calendar days will entitle KCECD to rescind the award. In the event that KCECD is required to re-advertise because of the vendor's failure to execute the contract documents the defaulting vendor will not be eligible to submit a new proposal.

**3.14 FINANCIALS:** Upon request, proposers must provide an audited copy of their financial report for the past three (3) years. If requested, financial reports must be audited and signed by a certified financial institution.

**3.15 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

- 3.16 **INSURANCE:** The Contractor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the proposer's willingness to obtain and maintain the insurance, proposers **must** complete, sign and have their insurance agent sign the attachment and submit it with their proposal in TAB VIII.
- 3.17 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.18 **LIQUIDATED DAMAGES:** Since time is of the essence in the implementation of this system, KCECD will require that the successful vendor pursue the completion of this project in a diligent and timely manner. In the event that the vendor fails to maintain reasonable conformance to the project schedule mutually agreed to by KCECD and the vendor by reasons of dereliction, mismanagement, nonperformance, lack of due diligence, or failure to conform to technical requirements and specifications, then KCECD will assess a penalty of \$1,000 per calendar day as liquidated damages until such time as the deficiency has been corrected to the satisfaction of KCECD. Liquidated damages, if assessed, will be in addition to any other claim, remedy, or recovery to which KCECD may be entitled. For purposes of this project, nonperformance will be defined to mean any individual project delay, which exceeds ten (10) calendar days or any combination of all delays that will extend the overall project schedule by more than fifteen (15) calendar days.
- 3.19 **NEGOTIATIONS:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and technical standpoint. Knox County reserves the right to enter into contract negotiations with the selected proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.
- 3.20 **NEWS CONTRACTS BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.21 **NO CONTACT POLICY:** After the date and time that the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. An Affidavit may be required in regards to this policy.
- 3.22 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.
- 3.23 **ON-SITE VISITS:** Contractor may be required to make on-site visits up to two (2) days per week as needed by Knox County. On-site visits will be at no cost to the County.
- 3.24 **OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promote competitive bidding. It shall be the proposer'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. Such notification must be submitted in writing and must be received by the Procurement Division no later than five (5) business days prior to the proposal closing date.
- 3.25 **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.



**3.26 ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. Due to the conditions surrounding the COVID-19 pandemic, these presentations/interviews will be conducted virtually through video conferencing. It is anticipated that the presentation/interviews will tentatively take place the week of **May 17-21, 2021.**

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase.

The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received.

**3.27 PRIME CONTRACTOR:** In the event multiple vendors submit a joint proposal in response to the RFP, a single contractor shall be identified as the prime contractor. Prime contractor responsibilities shall include performance of contract administration and management. The prime contractor shall be KCECD's sole point of contact and all invoices will be paid to the prime contractor.

The prime contractor will be directly responsible for the performance of all subcontractors. KCECD will exercise final approval for the use of any subcontractor.

**3.28 PROGRAM SOURCE CODE:** As part of this procurement, the vendor shall make available to KCECD complete source code of all software supplied to KCECD, shall the vendor fail to support any portion of the system or fail to provide for support acceptable to KCECD. This shall be accomplished by supplying complete, annotated source code as part of the system documentation or placing such in escrow with a firm acceptable to KCECD and not under the control of the vendor. All updates to source code created by additional releases, bug fixes, or additions to the system shall be provided within 30 days of such actions.

Shall vendor choose to utilize an escrow firm to satisfy the above requirement, the vendor shall also propose (and list in the Finance proposal) to provide to KCECD complete, annotated software source code. KCECD reserves the right to select this option shall it decide to assume responsibility for software maintenance of the system. Source Code shall immediately be released to KCECD if:

- Vendor Files for Bankruptcy
- Vendor Ceases Production or Support of Product
- Vendor Ceases Business Operations

All source code shall be provided on media compatible with the system supplied.

The vendor must agree that the source code be kept in escrow by current release and contain all modifications unique to this site. Complete, annotated software source code shall be included. Complete documentation of the source code shall conform to American National Standards Institute (ANSI) software documentation standards and shall include at a minimum:

- Narrative description of each program
- Macro or micro level flow charts
- Description of any Interface Standards of Parameters for other software or hardware
- Description and version of Language(s) used to develop each program
- Annotated source code files
- All template and dynamic library files
- Databases used by the files
- Any other item required to build or to modify the application or program in question

**3.29 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the contract.

**3.30 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposer in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

- 3.31 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At that time, each proposer's name will be publicly read aloud. No further information will be given. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.32 PUBLIC 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 Proposals shall be open to the public for viewing and inspection.
- 3.33 REFERENCES:** Proposers **must** submit a list of three (3) references with which you have performed this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their **current** telephone number, **current** e-mail address and the nature and size of the contract. Do not list the Knox County Government as a reference.
- 3.34 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.35 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.36 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 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.
- 3.37 SAFETY TRAINING:** 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.
- 3.38 SUBMIT QUESTIONS:** Proposers may submit questions concerning this solicitation no later than **April 21, 2021 at 4:30 pm Local Time**. Submit questions as noted in Section 1.1.
- 3.39 SUCCESSFUL BIDDER:**

Successful bidders must provide a generation timeline.

### 3.40 **SYSTEM ACCEPTANCE:**

System acceptance will occur in three (3) phases:

1. Hardware Certification
2. Application Software Certification and Training
3. System Acceptance

After installing the system hardware and running appropriate diagnostic tests the vendor will submit the Hardware Acceptance Test Plan. After the hardware acceptance test has been successfully executed to the satisfaction of KCECD, KCECD will then accept the hardware and authorize the release of partial payment as specified below.

Upon completion of the Various Application (Software) Acceptance Test Plans and the training personnel, the vendor will certify that the system is ready for final acceptance. Any problems found during the test shall be immediately corrected by the vendor at no additional cost to KCECD, after which time KCECD will verify the correction and will authorize the release of the application software certification progress payment. Also, at this time, KCECD will begin the system acceptance evaluation ("burn-in period"), which will be based on a continuous twenty-one (21)-day period of up-time of 95.999%. If the product fails to meet 95.999% up-time in any 21-day performance period, that performance period ends and a new twenty-one (21)-day performance period will begin the next day. Deficiencies in operation function and/or installation will be noted in writing to the vendor. The performance period will be successfully completed within 60 days after software certification. If the vendor fails to meet this proposed time frame, the vendor will be assessed a \$1000 per day, or actual specified losses per day penalty, whichever is greater.

When the 30-day performance period is satisfactorily completed, the required 95.999% up-time and the following conditions have been met; KCECD will authorize the release of the final payment and begin using the system.

- The Total System installed will provide all features and capabilities as specified in the RFP.
- All features and capabilities are trouble free and operate reliably.
- The training program for the designated user personnel will be satisfactorily completed at no cost.
- All system equipment will be fully operational.
- All equipment must comply with any and all applicable Federal Communications Commission Regulations.
- All deficiencies noted by KCECD and provided to the vendor – corrected.
- All system documentation completed and on file with KCECD.
- An itemized list of all hardware inventories including make, mode, serial number, location of hardware, any special equipment conditions/requirements, and warranty information on file with KCECD in Excel format. When the final acceptance criteria have been met, the system warranty will begin.
- Vendor must supply latest general hardware and software available at time of installation.

3.41 **TITLE:** The vendor will certify that the title to the systems and equipment offered to KCECD in response to this RFP is free and clear and further agrees that the title to the system and equipment will pass to KCECD free and clear of all encumbrances upon receipt of final payment, less ongoing, yearly maintenance fees, by KCECD.

## **SECTION IV GENERAL BACKGROUND INFORMATION**

### **4.1 BACKGROUND**

Knox County is located approximately 112 miles northeast of Chattanooga, Tennessee and 215 miles northeast of Atlanta, Georgia. It rests in the shadow of the Smoky Mountains. The county is approximately 506 square miles in area. There are several smaller populated areas including Seymour, Halls, Karns, and Powell. The July of 2009 census estimates listed the population at 435,725.

The KCECD was created by county wide referendum that directed the consolidation of a single enhanced 911 Public Safety Answering Point (PSAP) for Knox County. KCECD was created as a municipality in perpetuity designed to operate apart from the governments of the City and the County. Originally a 911 Board was formed to oversee the PSAP operations and a Users Group was formed to oversee the dispatch operations of the four public safety emergency service providers. The Board was composed of nine members, and the Users Group was composed of various members of the dispatch agencies. At present the Board is composed of eleven members, representing the various constituents of the county. The 911 Board now oversees the operation of both the PSAP and dispatch functions.

The Center is civilianized and managed by the Director who reports directly to the Board.

KCECD (Communications Center and Administrative Offices) is currently located at 605 Bernard Avenue, Knoxville, Tennessee 37921.

Manning of the KCECD includes the following authorizations: 36 full time call processors and 48 full time dispatch personnel. The Center operates on Four – Twelve Hour Shifts. There are Four Shift Supervisors who oversee the operation of the center. A technical services staff oversees the operation and maintenance of the radio, telephone, CAD, mapping and data logging operations. The remainder of the staff covers administration, human resources, and training functions.

KCECD is primarily responsible for the delivery of emergency public safety communications services for the following agencies:

- Knox County Sheriff's Department
- Knoxville Police Department
- Knoxville Fire Department
- Karns Fire Department
- Knox County Emergency Medical Services (Emergency ambulance operations are under a performance-based contract with AMR.)

Of the primary services provided approximately 56% is related to the Knoxville Police Department, 30% is related with the Knox County Sheriff's Office, 7% is related with EMS operations, and 6% is related to the Knoxville Fire Department.

Secondary dispatch notification operations take place with various county volunteer fire and rescue services.

### **4.2 CURRENT DATA LOGGING SYSTEM**

Both telephone and radio traffic is recorded by a long-term and short-term recording system. A VPI Digital Recorder is used for long-term storage. Intrado and Motorola IRR provides short term and instant playback of phone and radio audio. All center telecommunication traffic is routed to Digital recording and playback units.

**SECTION V RADIO DIGITAL LOGGING SYSTEM REQUIREMENTS**

Proposers must provide a detailed, but concise, narrative under Section XI, Tab V, as to how they will meet the functional requirements stated below. Proposers must also include the checklist in this tab. Failure to include the narrative and/or checklist will be justification to deem the proposal nonresponsive and therefore removed from consideration.

Proposers must mark “Yes” or “No” for each specification or requirement given. A “Yes” response means that the requirements of the system are currently operational or that you comply with the requirement. The functionality must be fully operational at the time of RFP submission. If the specification is in development or testing and not fully operational, proposer must mark “No”.

A response of “No” to any of the requirements does not necessarily disqualify a proposer from consideration. If the requirement is fully functional and operational in enhanced versions of the system, but not included in the base system, proposers must state as such in the comments.

Proposers must detail these costs (with each line item number) that does not meet the requirement on the Cost Sheet in the Cost Proposal. **DO NOT INCLUDE ANY COST INFORMATION IN THE COMMENTS.**

SECTION	DESCRIPTION	YES	NO	COMMENT
<b>5.1</b>	<b>FUNCTIONAL REQUIREMENTS</b>			
5.1.1	The system must be of open architecture; all hardware parts, assemblies, and components contained in the recorder must be non-proprietary, available commercially off the shelf (COTS) from major manufacturers.			
5.1.2	The proposed system must be NG911 ready with respect to both, system architecture and features. Elaborate on how your system complies.			
5.1.3	It should be possible to configure the system for the central database to reside on a separate server, to collect and store data from multiple recording nodes and allow for centralized, unified access to all data, regardless of their origin.			
5.1.4	To allow for extensive customization as needed, the proposed solution must leverage the latest supported model and portal framework for Microsoft ASP.net and WMC found.			
5.1.5	The proposed solution must run as MS Windows service, to allow for fast development or addition of new features.			
5.1.6	The proposed solution must be designed around Open Service Oriented Architecture (SOA) Framework and provide for sharing of information and processes.			
5.1.7	The proposed solution must be available with Web based interface to allow for unified access to multiple sites and servers for:			
5.1.7.1	User functions such as search and playback of calls, quality evaluations, eLearning, etc.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.1.7.2	system administration functions, such as unified user, group and security access role configuration across servers and sites.			
5.1.8	The system must allow for simultaneous recording on multiple channels and playback on multiple remote workstations without loss of any data and without deterioration to the rest of system processes.			
5.1.9	The proposed system must be capable of archiving independently on industry standard non-proprietary LAN attached storage devices for instant access and simultaneously onto removable media (such as DVD) for long-term storage.			
5.1.10	The system must be equipped for its capabilities in such a way that a new capability is acquired merely by			
5.1.11	The system must allow for automated association of recorded phone calls with incident numbers automatically identified from the CAD system display, without mandatory back-end CAD database integration.			
5.1.12	The system must utilize non-proprietary, ODBC (Open Database Compliance) compliant database for centralized management of and access to all attributes of all recorded communications, regardless of the number of servers and sites involved			
5.1.13	The system shall perform a full, automatic, periodic backup of the call records database without interfering with playback, searching, or archiving. No system shutdown shall be required.			
5.1.14	It must not be possible to access and playback recordings without secure login into the application.			
5.1.15	Original recordings must be protected and verifiable via watermarking.			
5.1.16	The proposed system must keep track of time and date, even when there is no recording taking place.			
5.1.17	The system shall allow a user with access rights to select any channel for passive, real time monitoring.			
5.1.18	The system shall be upgradeable within the same hardware platform to support Voice over-IP recording.			
5.1.19	The system must allow for synchronization with Netclock.			
5.1.20	The recorder shall run on Windows® Server 2016 Standard Edition or latest version.			
5.1.21	The system must be programmable to provide automatic daylight savings time compensation.			
5.1.22	The system must provide built-in, predefined and customizable reports, including summaries per channel, per archive media, and system configuration summaries.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.1.23	The system shall provide interface for completely custom, ad-hoc reporting.			
5.1.24	The standard reporting package must be included with the recording system at no extra charge and allow for ad-hoc reporting and graphs.			
5.1.25	The system must allow for graphical presentation of user-selected recordings to allow for fast insights into call volumes and types of calls being handled by various call takers, for any selected period of time – in interactive graphical heat maps or similar format.			
5.1.26	Heat maps must be customizable on the fly to allow for filtering and changing parameters to present data from various angles.			
5.1.27	The Web interface must enable each user to customize and personalize their own homepage to quickly access information that meets their specific needs, such as customized graphs and “To-Do” lists.			
5.1.28	From the Web interface, it must be possible to administer the system (create, edit, and delete users/employees across multiple servers) for one or multiple locations – all changes made must be automatically replicated out to the recording servers as applicable.			
5.1.29	For a quick, at-glance view, it must be possible for management to select the reports and their format to be automatically presented on the Web portal homepage upon login.			
<b>5.2 System Recording Capabilities</b>				
5.2.1	The database server must be capable of gathering call details from telephone switch, from network sources, and must be also configurable for direct collection of data from call takers’ screens, such as CAD incident numbers.			
5.2.2	The system must provide for a true 64-bit multi-tasking, multi-threaded application, to allow for continuous performance, even if one function or process fails.			
5.2.3	The system must provide capability for alarms related to errors associated with system performance – alarming details must be configurable by the system administrator and allow for at least four different options for routing the alarm message, such as e-mail, page, network pop-up, audiovisual alarm at the recorder, etc.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.2.4	The system's automatic diagnostics must be able to trigger customized alarms for events down to the channel level.			
5.2.5	The system must log user activities within the system into an audit log. The audit log data must be searchable and presentable in a heat map and report format for analysis.			
5.2.6	If for some reason the recorder's storage medium becomes unavailable and cannot be quickly replaced, the system must allow the recording to be automatically temporarily routed to another networked storage device.			
5.2.7	Each recording server shall be equipped with 120 channels and expandable to a minimum of 192 channels currently voice resource boards and software licenses. 88 channels are analog and 32 channels are NEC digital extensions.			
<b>5.3 Storage and Archiving</b>				
5.3.1	The system must allow for playback off the current recording media without interruption of the recording process, regardless of the system's mode of operation.			
5.3.2	The proposed system must allow for archiving onto network based storage devices, such as NAS, at no extra charge.			
5.3.3	The system must optionally allow for variable retention periods based on call attributes or other user-defined parameters such as colored flags, comments, or notations.			
5.3.4	The retention periods must be definable by an authorized system administrator and must allow for grouping of recordings for multiple retention periods (e.g. group "A" to be automatically stored for 30 days, group "B" for 60 days, group "C" for XYZ days, etc.)			



SECTION	DESCRIPTION	YES	NO	COMMENT
<b>5.4 Storage Media Management Capabilities</b>				
5.4.1	The system's media management function must be capable of automatically assigning a unique, sequential ID to each media for tracking and must automatically keep a library of records stored on each media for later use and retrieval.			
5.4.2	The system must support archiving onto dual removable media (such as DVD, Tape, Jump Drive, etc.), in order to extend unattended archiving.			
5.4.3	Selectable alarm conditions must include media nearly full (it must be possible to preset a desired percentage of space full for this alarm to occur), full, media write error, no media, etc.			
<b>5.5 Search and Playback</b>				
5.5.1	The system shall allow for customizable default with respect to data selection presented automatically upon login and navigation to Search function, such as "all today's calls for my group."			
5.5.2	Presentation of data categories and their layout (e.g. sequence of columns, etc.) in search and playback interface must be user-customizable.			
5.5.3	The system must allow search and playback from unlimited number of remote workstations independently with no LAN access.			
5.5.4	The workstation will playback voice calls with running elapsed time and recorded time indicators and display all call reference information during replay along the timeline to include both, telephone and incident events.			
5.5.5	It must be possible to easily select single or multiple calls for playback in a media player window that provides their graphical representation along applicable timeline segment.			
5.5.6	It must be possible to select only a section of a call (or call group) for repeated loop playback via simple drag and drop interface, to easily analyze a significant section of the recording/s.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.5.7	During multi-call / multi-channel playback of overlapping recordings, it must be possible to selectively mute individual recordings to aid in understanding what was actually said.			
5.5.8	Call recordings must be displayed in energy bar format during playback, to allow for visual assessment of call volumes vs. silence during the call.			
5.5.9	It must be possible for the system to show the incident events graphically along the media player's timeline, for one recording or more recordings played back in a group.			
5.5.10	The system's interface must allow for the presentation and playback of multi-call incidents: in real time as they occurred where some call recordings may overlap with others along the timeline in sequence, where the multiple calls are played back in a chain without overlapping.			
5.5.11	The system shall allow each user to define custom searches, label them with custom names and save them for future use - associated with that user's login and password data and automatically available to the user upon login.			
5.5.12	Saved searches must allow for a combination of fixed and variable parameters, where the system prompts for the variable/s when such custom search is run.			
5.5.13	Search for recordings may involve a single query or series of queries to the call database via simple interface to allow for prompt retrieval of all call recordings that match the specified criteria. Available Search Criteria are to include the following:			
5.5.13.1	Date/Time			
5.5.13.2	Customizable Channel Name			
5.5.13.3	Channel Number			
5.5.13.4	Call Duration			
5.5.13.6	Call notations, flags			
5.5.13.7	DTMF Codes			
5.5.13.8	Extension Number			
5.5.13.9	Call Direction (incoming or outgoing)			
5.5.13.10	ANI/ALI (if available)			
5.5.13.11	Caller ID (if available)			
5.5.13.12	CAD incident number as applicable			
5.5.13.13	CAD incident type as applicable			
5.5.13.14	Other CAD events as applicable			
5.5.13.15	Date/Time			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.5.14	It must be possible to select a custom set of filters that are instantly accessible for refining search results. These filters must be selectable from any data captured with recordings (e.g. call duration, channel, incident type, channel, ANI, etc.) and shall also include standard pop-up calendars.			
5.5.15	It must be possible to quickly and easily change the selection of filters displayed for use with call search results.			
5.5.16	Data for the filters must be specifiable either by direct typing or selection from drop-down menus.			
5.5.17	The system must have the ability to append notes to individual calls or to scenario assemblies – it must track and display which user added which note and when.			
5.5.18	The system must provide loop playback to allow the operator to continuously replay the same portion of a conversation to assist in transcribing or determining what was actually spoken during the recording.			
5.5.19	The system must offer a visualization tool to view call activity from a selected group of call takers. This graphical display must be dynamic and allow for viewing data graphically from various perspectives and levels of detail.			
5.5.20	Individual calls from the search results shall be presentable as graphical blocks, where color of a block shall indicate call duration and size of the block can be determined either by call direction (incoming/outgoing) or call count. The same interface should allow for fast and easy analysis of presented information, e.g. which call taker handles the most calls, whose calls tend to be the longest, etc.			
5.5.21	The system must allow for activation of spoken time announcement, to be associated and exportable with specific recordings.			
5.5.22	Unlimited number of users must be allowed to access the system at any given time, to the extent of their security profile and permissions.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.5.23	The graphical interface must include a quick and simple access to e-mail function allowing authorized users to create and send e-mail messages with the desired recording either attached or provided as a link (authentication into the system required for playback.) When the recording is exported as a file, it must be possible to set up a password for access to playback of that file by the recipient.			
5.5.24	The system must offer two options for emailing recordings as files:			
5.5.24.1	Option that involves a combination of recorded call or multi-call interaction along with self-contained media player – allowing a combination of recipient convenience and protection of the recordings from tampering.			
5.5.24.2	Option that permits – to specifically authorized users only – an export of actual .wav files and/or MP3, such as for redaction purposes.			
5.5.25	The system shall have the option of providing a perishable PIN number, assigned by the user with appropriate rights, to allow for restricted outside access to voice recordings by dialing a designated phone number and keying in the assigned PIN number. The PIN number will be valid only for the assigned length of time.			
5.5.26	The system must permit tagging calls or groups of calls from remote workstations with color flags and alphanumeric information of unlimited extent.			
5.5.27	The types and selection of graphical flags must be customizable (e.g. a dedicated icon/legend for calls that relate to fire, EMS, etc.) The drop down menu with the selection of flags then must present both, all available flag icons and their definitions – for easy association of the most appropriate flag with each recording as needed.			
5.5.28	It should be possible to easily associate related recordings as needed – either manually or via an automated system process where recordings are grouped into “interactions” by a common parameter.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.5.29	The system must allow for tagging a call with custom information while the call is still in progress from the remote workstation associated with the telephone instrument being recorded.			
5.5.30	Tagging of calls in progress must allow for marking recordings in progress for retention or deletion by authorized users.			
5.5.31	The system must be capable of simultaneous (overlay) playback of unlimited channels at the same time, from the remote workstation, without affecting system's normal recording capacity.			
5.5.32	Search may be made through a query or series of queries (via user-selected filters) to the central call database via simple, secure, Web based interface, to allow for prompt retrieval of all calls that fit the specified criteria.			
5.5.33	There should be no requirement for downloading any proprietary application onto any employee's workstations in order for these users to have access to the recordings for playback, reporting, and other user functions of a recording system.			
<b>5.6</b>	<b>SCENARIO RECREATION</b>			
5.6.1	The system must offer the ability to select and display unlimited number of call recordings from unlimited number of channels, for any applicable time period, associated with a single incident or event scenario.			
5.6.2	Authorized users must be able to filter the central database based on the channels/audio points they know to be involved in the incident as well as timeframe of the incident and other data.			
5.6.3	It must be possible to select and display events on all channels that are thought to be a part of the relative incident, to include channels that had no activity.			
5.6.4	Once all channels, or extensions, or call taker IDs are selected, the system must display all activity in a graphical and tabular interface.			
5.6.5	The graphical interface must provide for visual identification of:			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.6.6	Channel Recording Activity: How long each channel was recorded, to include specifics of audio activity on that channel.			
5.6.7	Event activity as applicable, e.g. the point of time when police was dispatched, etc.			
5.6.8	It must be possible to easily add to or remove channels from the scenario view.			
5.6.9	It must be possible to add annotations to either individual recordings or to the entire scenario set.			
5.6.10	It must be possible to add annotations to specific time points within recordings.			
5.6.11	It must be possible to playback all recordings involved in the scenario starting from any specific point.			
5.6.12	The files in scenario must be displayed both graphically and in a list format on the same screen of the interface.			
5.6.13	It must be possible to lock a saved incident to prevent further editing or additions.			
5.6.14	The system must allow for export of the "incident" and transfer for playback to recipients outside of the recording system environment by email or other means.			
5.6.15	It is required that the scenario built within the user interface of the proposed application can be named with a custom name. When exported, the scenario recreation file must provide its own interface for playback and viewing of associated call attributes for viewing outside of the application that created it.			
<b>5.7 INTEGRATIONS</b>				
5.7.1	The recorder must provide for ANI/ALI integration with our existing or proposed system.			
5.7.2	The recorder must allow for easy migration to recording of VoIP systems in combination of traditional, circuit-switched systems as may be required in transition.			
5.7.3	The VoIP recording system must utilize the same server hardware, user interface, and file formats for recordings.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.7.4	It must be possible to transfer data between different recording software versions, so that none of this recorded data is lost during an upgrade.			
<b>5.8</b>	<b>SYSTEM SECURITY, DIAGNOSTICS AND ALERT CAPABILITIES</b>			
5.8.1	The system must provide multiple levels of security, including access to specific groups of call recordings, down to the channel level of access.			
5.8.2	System Administrator shall be able to restrict call exporting capabilities, including the ability to email or otherwise export calls, on a per user basis.			
5.8.3	The system must provide LDAP integration in order to follow user security settings from Active Directory.			
5.8.4	The system must provide a setting for encryption of both, central database and individual recordings.			
5.8.5	The system must protect recordings and provide for the confirmation of their authenticity via watermarking.			
5.8.6	User alarms must be configurable by the software. The system must be capable of generating multiple alarms, including visual, audible, page, and e-mail to assigned personnel. It must be possible to route alarms pertaining to different alarm conditions to different recipients.			
5.8.7	The system must provide boot-up system test and ongoing self-monitoring tests.			
5.8.8	Compatible network monitoring system must be available to monitor and report on the status of the recorder and related equipment.			
5.8.9	The system shall include built-in diagnostic software that will automatically monitor the status of the equipment and initiate audible and visual alarms in the event any failure(s) or disruption of the operation, recording, or archiving process.			
5.8.10	The system must provide a searchable error log to keep track of alerts and errors.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.8.11	The system must provide an audit log that tracks and presents information about specifics of activity of all users within the system. This information must be presentable in a report.			
5.8.12	It must be possible to search through audit log information and to visualize it in heat maps.			
5.8.13	It must be possible to select a single or a group of recordings and run the audit against these recordings to identify playback or export activity by any users who accessed them.			
5.8.14	The system must provide for channel inactivity alert.			
5.8.15	The recorder shall provide remote field diagnostics via LAN, WAN, or dial-up connection to facilitate remote servicing of the recorder, if required.			
<b>5.9 CALL TAKER EVALUATION AND DASHBOARDS</b>				
5.9.1	The proposed quality evaluation solution must support objective and impartial form-based scoring for fourteen call-taker positions. It must provide for flexibility to create, customize and edit evaluation forms and tailor processes to conform to our specific needs and objectives as they evolve– all from the central, secure Web based interface.			
5.9.2	This quality evaluation system must be able to automatically select predefined number of recordings for evaluation per each call taker, dispatcher, or another type of employee.			
5.9.3	It must be possible to set up the automated selection of calls for evaluation according to different call types and emergencies handled.			
5.9.4	The evaluation system must allow for easy creation of highly customizable assessment forms to evaluate call takers, dispatchers, or entire scenarios recreated from recorded interactions for the evaluation from citizen perspective.			
5.9.5	The solution must allow us to customize forms for evaluating an unlimited number of skills or competencies, answer choices, and call segments to correspond to our workflow, sets of requirements and objectives.			



5.9.6	The Web based evaluation interface must present both, playback of the call and screen recording and evaluation form on the same screen. Events captured with calls (e.g. fire dispatch occurring at a certain point of the recorded communication) must be shown graphically along the timeline of the media player interface.			
5.9.7	The system shall allow to zoom into the media player interface for a full-screen view of series of calls being played back.			
5.9.8	The system must provide for intuitive graphical scoring techniques and reporting tools for measuring performance and productivity.			
5.9.9	The evaluation process and interface must be easy and convenient and include intuitive GUI buttons, pull-down menus, and other convenient scoring tools, including the ability to add comments as needed.			
5.9.10	Evaluation forms must be fully customizable without vendor or IT involvement.			
5.9.11	Evaluation forms must maintain links to the pertinent recordings, for easy access, training, or export into a stand-alone file.			
5.9.12	It must be possible to email an evaluation, along with the pertinent recording, for review outside of the evaluation application environment.			
5.9.13	The system should offer an option to email the evaluation and associated file in a form of a link that requires the recipient to authenticate into the system to gain access to playback.			
5.9.14	The system must also allow access to the evaluation and associated recording/s through the system's interface, to the extent of each user's pre-defined rights.			
5.9.15	It must be possible for multiple users, including the evaluator, the evaluated agent, and the evaluator's supervisor, to add comments to the same evaluation, where the system tracks all comments by users and dates/times.			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.9.16	The system must be optionally able to display information about call taker/dispatcher performance in real-time, based on a combination of evaluation scores and other attributes.			
5.9.17	The proposed quality evaluation system must be available with real or near-real time desktop tickers, in order for supervisors (and optionally also other employees) to easily track the status, progress, and outcomes of call taker performance evaluations and allow for upgrade to also collect and consolidate other performance statistics from telephone and other systems.			
5.9.18	The tickers shall be displayed as a band of information docked at the top or bottom of specified workstations. Size of the dashboard must be customizable, in order to minimize its impact on the desktop real estate.			
5.9.19	The quality evaluation system must be available with Call Taker desktop tickers standard, to allow Call Takers to monitor the progress of their call handling expertise and achievements on an ongoing, daily basis, in order to stimulate healthy competition among call takers and provide a performance trail that is transparent to both, Call Takers and Management.			
5.9.20	The system must be upgradeable to provide for real-time, on-screen updates of performance data in a ticker format, including:			
5.9.20.1	average hold times			
5.9.20.2	911 hold time alarms			
5.9.20.3	average length of call			
5.9.20.4	number of calls per hour			
5.9.20.5	number calls based on supervisor			
5.9.20.6	flagged, abnormal calls			
5.9.20.7	time to dispatch			
5.9.21	The system must allow for real-time messaging to deliver news, announcements or warnings to call takers securely and efficiently.			

SECTION	DESCRIPTION	YES	NO	COMMENT
<b>5.10 ELECTRONIC LEARNING / TRAINING</b>				
5.10.1	The system must include optional pricing for a module for training and coaching, using training courses, tests, and quizzes deliverable either based on rules or ad-hoc via individual assignments by supervisors or training managers, leveraging any standards-based custom developed or imported content, such as the content from APCO.			
5.10.2	This learning system must allow for the training courses to be assigned to individual agents:			
	manually by supervisors for individual training sessions at assigned workstations manually by supervisors or QA specialists for group training in a classroom setting automatically, based on pre-defined rules related to specific performance or quality assessment results of each employee for individual training sessions directly at assigned workstations or in classrooms.			
5.10.3	The training/coaching module must generate comprehensive reports and report cards to track the effectiveness of training.			
5.10.4	It must be possible to deliver multi-media training sessions to call taker/dispatchers at assigned workstations, including training flashes, compliance bulletins, or announcements. The content delivery must be rules driven or scheduled, for completion when call takers/dispatchers are not on duty.			
5.10.5	The system must provide for real-time view of test scores for supervisors and call takers, to drive performance.			
5.10.6	The eLearning system must be SCORM compliant, to allow for adoption of standard 3 <sup>rd</sup> party learning content and allow for granular reporting on progress of each call taker/dispatcher with assigned training.			
5.10.7	The learning content distribution must be pure thin client based			
5.10.8	It must be possible to organize multiple modules of the training content by custom hierarchy and by tags			

SECTION	DESCRIPTION	YES	NO	COMMENT
5.10.9	It must be possible to incorporate best practice call recordings into training content.			
<b>5.11 Service, Support and Maintenance</b>				
5.11.1	The new system must be available with a maintenance program that includes free software updates and upgrades at no additional cost.			
5.11.2	The vendor will supply a plan for Windows patch updates and when and how these will be applied.			
5.11.3	Local service and support should be via factory-trained, certified and authorized service and sales staff. Supplier must maintain a local sales, service office and parts depot within a 50-mile radius of the installed system.			
5.11.4	The vendor will supply a four (4) year on-site warranty for the installed system.			
5.11.5	The vendor shall supply a quotation for an annual preventative maintenance contract for years two (2) through seven (7) to include all parts, labor, and 24-hour telephone support.			
5.11.6	References: Please provide three (3) references of similar or larger size installations.			
<b>5.12 Additional requirements</b>				
5.12.1	Pricing will include all hardware but provide for the option of Knox County 911 providing the servers. Please include minimum requirements for servers under this option.			
5.12.2	Proposers must state whether or not they can provide maintenance for the existing VIP recording system and, if so, for what period of time. Proposers must also state whether or not they can provide migration of the existing data to their system.			
<b>5.13 GENERAL SOFTWARE FEATURES</b>				
5.13.1	Operating system must have multiple interactive priority levels, agency specific.			
5.13.2	A utility shall be provided to the system administrator to perform any updates across the network in a single operation.			

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>	<b>COMMENT</b>
5.13.3	System administrator will manage the purging of the files either manually or automatically.			

## SECTION VI HARDWARE REQUIREMENTS

Proposers must provide a detailed, but concise, narrative under Section XI, Tab V, as to how they will meet the general hardware requirements stated below. Proposers must also include the checklist in this tab. Failure to include the narrative and/or checklist will be justification to deem the proposal nonresponsive and therefore removed from consideration.

Proposers must mark "Yes" or "No" for each specification or requirement given. A "Yes" response means that the requirements of the system are currently operational or that you comply with the requirement. The functionality must be fully operational at the time of RFP submission. If the specification is in development or testing and not fully operational, proposer must mark "No".

SECTION	DESCRIPTION	YES	NO	COMMENT
<b>6.1 GENERAL HARDWARE REQUIREMENTS</b>				
	1)The computer system proposed shall be the manufacturer's most recent model. Equipment must be fully supported for a minimum of 10 years. The vendor shall utilize ancillary equipment and accessories manufactured or normally supplied by the same hardware manufacturer of the major computer system components as much as practical. Any equipment not manufactured by the major equipment supplier shall be so stated and a justification of such decision. It is in the vendor's best interest to offer such equipment as an option, rather than as the prime proposal.			
	2)All equipment will be new.			
<b>6.1.1 Disk Sub-Systems</b>				
6.1.1.1	Disk drives shall be provided with sufficient capacity to provide current on-line storage of two years minimum.			
6.1.1.2	Disk drives shall be provided in a RAID or solid state flash technology with system configuration so that all data is maintained on separate physical disk drives. This feature must be an inherent element of the operating system and must be hardware vendor supported. Vendors are encouraged to provide pricing for both disk drives and solid state flash technology.			

SECTION	DESCRIPTION	YES	NO	COMMENT
6.1.1.3	The disk storage devices shall meet the following minimum requirements:			
	• Any CPU shall be able to access any device.			
	• Reconfiguration of device assignments can be performed under software control.			
	• Failure or a maintenance outage of any single drive or controller shall not disrupt system operation, or loss of data.			
6.1.1.4	The vendor shall describe the disk technology being proposed and the software methodology used to update and recover from outages.			
6.1.1.5	Vendors shall propose disk storage sufficient for the proposed system, including application programs, utilities, operating system software, etc. Vendors shall calculate this requirement based on their respective record layouts and file sizes. Vendors shall justify the disk storage proposed and show all calculations in the proposal.			
<b>6.1.2 System Control Console(s)</b>				
6.1.2.1	A system control console(s) must be provided for the computer configuration and shall be a primary input/output device for communicating with the computers operating system, monitoring and controlling the on-line system.			
6.1.2.2	It is mandatory that error handling software in both the Operating System and the application software shall alert the operator to any failure. The vendor shall provide details of what software is available and how it works.			
<b>6.1.3 Uninterruptible Power Supply</b>				
6.1.3.1	KCECD will provide the UPS at the building, 605 Bernard Av. Vendor shall specify the maximum load for equipment specified.			

SECTION	DESCRIPTION	YES	NO	COMMENT
<b>6.2 Detailed Hardware Platform Requirement</b>				
<b>6.2.1 Fault Tolerant</b>	System Up-time:			
6.2.1.1	Because of the critical information and communications message switching performed by the CAD system, the hardware proposed must be capable of a 95.999% up time. (Up-time is defined as the viability of the application to the user.)			
6.2.1.2	All hardware must be nonproprietary.			
<b>6.2.2 System Availability When Encountering Transient Software Error</b>	The system shall be able to continuously process the application running in a single system, even in the event a system-level, transient software error brings down a processor module. (Transient software errors are timing-related and do not occur each time the program is run.) The system software must run in the backup processor in such a way that the likelihood of the transient error occurring in the second processor is greatly reduced. This is to avoid processors failing successively.			
<b>6.2.3 To Ensure Reliability--Self Checking of system processes and critical hardware modules</b>	The system must check, at regular intervals, the reliability of system processes and critical hardware components. System processes must be continually checked for processing errors and critical hardware components must be continually checked for malfunctioning. If any deficiencies are found, the system will report it to the administrator 24/7.			
<b>6.2.4 On-Line Maintenance and Repair</b>	The system shall have established preventative maintenance and repair schedules/procedures that can be performed while keeping the processes in operation. Availability of the application shall be maximized by providing cost effective maintenance alternatives. The system hardware must allow the user to maintain the system without extensive training or tools. System is equipped with a VPN or comparable secure connection, which notifies Administrator when remote access is used.			



SECTION	DESCRIPTION	YES	NO	COMMENT
<b>6.2.5 On-Line Maintenance Repair of Disks</b>	The system must allow for repair by utilizing hot swappable drives. The administrator shall be able to remove and replace these drives while the application and system remain operational. The replacement drives should be on site within 24 hours upon notification of failure. A spare drive will be supplied and stored on-site.			
<b>6.2.6 Modular Growth/Modular Expansion</b>	The vendor must demonstrate modular growth of processors and systems during expansion.			
<b>6.2.7 Linear Growth Without Replacement</b>	The vendor must exhibit a linear growth within the same family of hardware without replacement of hardware. All hardware initially purchased must be upgradeable for a defined period of time to allow for expansion and use of the initial hardware, not replacement.			
<b>6.2.8 Expansion Without Altering Existing Applications</b>				
<b>6.2.8.1</b>	<b>Performance</b>			
• <b>Linear Performance During Expansion</b>	Vendor must have proven examples that the system achieves linear performance as processor modules are added or the power of the system increases incrementally.			
<b>6.2.8.2</b>	<b>Compatibility</b>			
• <b>General Network Compatibility</b>	The system must operate on the customer supplied network.			
<b>6.2.8.3</b>	<b>Data Communications/Networking</b>			
• <b>Networking Capabilities</b>	The system must be able to provide networking software that includes: (1) continuous availability and integrity, (2) on-line network expansion without changing application software, and (3) in the event of a communication line failure, automatic rerouting without operator intervention.			
	The vendor shall propose systems that are either fully redundant or fault tolerant in their designated operation.			
	Vendor is to advise if cabling is included in the proposal. If cabling is not included, then vendor needs to advise of all cabling needs.			

6.2.8.4	<b>Environmental Considerations</b>			
• <b>Air-Cooling of Hardware</b>	All systems shall have internal fans, heat sinks, and/or other methods of maintaining temperature control.			
	All systems shall be designed to operate in a normal office temperature environment.			
	Vendors must provide specifications detailing the temperature and humidity ranges for the products they propose.			
6.2.9 Floor Space Requirements	The vendor shall state per square foot the system resources necessary to do the job. Include rack space, space required for incremental modules.			
• <b>Software Options</b>	<p><i>Optimized Productivity Tools</i></p> <p>The vendor shall have a cohesive list of tools that have been optimized for the on-line transaction-processing environment. These tools shall include but not be limited to symbolic de-buggers, report writers, etc.</p>			
• <b>Maintenance</b>	<p><i>Scheduled Maintenance of Hardware</i></p> <p>The vendor must provide, as part of the maintenance contract, regular scheduled maintenance of "central" components (e.g., the boards in the main chassis) and peripherals such as disks and printers. <b>"No down time requirements"</b> must be followed.</p>			
<b>6.3 GENERAL HARDWARE FEATURES</b>				
6.3.1	All equipment must fit through 35-inch doors.			
6.3.2	The central processing unit (CPU) must be interactive, on-line oriented with the capability for concurrent batch processing.			
6.3.3	The system will provide direct interfaces between all systems included in this RFP.			
6.3.4	The system shall provide connectivity to:			
	a.) Windows Platform Computers			
	b.) External local, state and national databases			

6.3.5	Archival data storage media shall include near-line storage.			
6.3.6	A fault tolerant system with continuous disk file backup is desired.			
6.3.7	The system can automatically transfer an incident data file to mass storage.			

## SECTION VII PROJECT IMPLEMENTATION

Proposers must provide a detailed, but concise, narrative under Section XI, Tab VI, as to how they will meet the project implementation requirements stated below. Proposers must also include the checklist in this tab. Failure to include the narrative and/or checklist will be justification to deem the proposal nonresponsive and therefore removed from consideration.

Proposers must mark "Yes" or "No" for each specification or requirement given. A "Yes" response means that the requirements of the system are currently operational or that you comply with the requirement. The functionality must be fully operational at the time of RFP submission. If the specification is in development or testing and not fully operational, proposer must mark "No".

SECTION	DESCRIPTION	YES	NO	COMMENT
<b>7.1 PROJECT IMPLEMENTATION</b>				
7.1.1	The vendor shall provide a detailed project implementation plan with appropriate Gantt charts or similar representation of the milestones, timing and deliverables of the implementation.			
7.1.2	All project plans must be accomplished with a windows-based project management software application tool. Updates will be provided via software on a weekly basis. Vendor will supply a minimum of 10 licensed copies of the software.			
7.1.3	Vendor will supply a single point of contact, project manager throughout this process. Regularly scheduled meetings will occur as deemed necessary by KCECD.			
<b>7.2 INSTALLATION PLAN</b>				
7.2.1	The installation requires a special solution for "parallel" installation and proving of the new recorder system while the current recorder system continues to function. In particular, attention shall be given to cabling requirements.			
7.2.2	The vendor awarded this project shall be responsible for the dismantling of the existing recorder system.			
7.2.3	Installation plan must follow all guidelines as described in this RFP.			
<b>7.3 INSTALLATION PROCESS</b>				
7.3.1	Can this installation be accomplished in phases?			
7.3.2	If so, please explain and identify the order in which systems will be installed and brought live as part of the detailed narrative.			

SECTION	DESCRIPTION	YES	NO	COMMENT
7.3.3	Describe in detail how your firm intends to eliminate system downtime during this implementation. There shall be no allowable disruptions in the telephone system. All plans shall take into account whether or not components are scheduled to be reutilized. There shall be no allowable downtime for 9-1-1 lines.			
7.3.4	The current system will run parallel with the new system until the new system is completely accepted by KCECD. KCECD realizes that there will be some loss of some functionality for short periods of time.			
7.3.5	<b>VENDORS ARE REMINDED THAT ENHANCED 911 MUST HAVE NO DOWNTIME.</b>			

## SECTION VIII WARRANTY/MAINTENANCE REQUIREMENTS

Proposers must provide a detailed, but concise, narrative under Section XI, Tab V, as to how they will meet the warranty/maintenance requirements stated below. Proposers must also include the checklist in this tab. Failure to include the narrative and/or checklist will be justification to deem the proposal nonresponsive and therefore removed from consideration.

Proposers must mark "Yes" or "No" for each specification or requirement given. A "Yes" response means that the requirements of the system are currently operational or that you comply with the requirement. The functionality must be fully operational at the time of RFP submission. If the specification is in development or testing and not fully operational, proposer must mark "No".

SECTION	DESCRIPTION	YES	NO	COMMENT
<b>8.1</b>	<b>WARRANTY FOR SYSTEM, EQUIPMENT, AND SOFTWARE</b>			
8.1.1	The warranty period for each proposal must be indicated on the proposal sheet.			
8.1.2	All items must have a four (4) year full warranty period following final acceptance date. The full warranty will include all labor, parts, and other services required to maintain the system, equipment, return delivery costs and software in operational condition. If hardware failure cannot be repaired in less than 48 hours, hardware must be replaced.			
8.1.3	The vendor must guarantee that all products will be free from defects in materials and workmanship and will conform to specifications, drawings, and other descriptions will be merchantable, and if ordered for a specific purpose, will be fit for such purpose.			
8.1.4	The vendor shall warrant the applications software to be free of defects or imperfections that prevent full performance for a period of one year from the date of system acceptance by the KCECD. Any reproducible errors that are found during this warranty period will be corrected at the vendors' expense. Any defects or imperfections found within the one year period that are corrected will result in the warranty period being extended one year from the date of correction.			
8.1.5	Any defect reported must be corrected within a specified time period based upon priority levels as defined by KCECD.			

SECTION	DESCRIPTION	YES	NO	COMMENT
8.1.6	Prior to any upgrade, KCECD will require the following information:			
8.1.6.1	Bugs / fixes resolved			
8.1.6.2	New features/enhancements			
8.1.6.3	Known changes and loss of functiona			
8.1.6.4	Media copy of proposed released			
8.1.6.5	Upgrade work will not be performed until approved by KCECD			
8.1.7	History of upgrades and firmware releases over the past 5 years.			
<b>8.2</b>	<b>WARRANTY FOR ADDITIONAL SYSTEMS AND EQUIPMENT</b>			
	Any additional systems or equipment purchased after acceptance of the primary system, if purchased within the first four (4) years of system acceptance, will maintain all system and equipment warranties, as previously stated.			
<b>8.3</b>	<b>MAINTENANCE DURING WARRANTY PERIOD</b>			
	The vendor will describe how system and equipment maintenance will be handled during the warranty period. For the full duration of the warranty period, the vendor will respond to all repair calls and notices at no additional cost to KCECD. Vendor will have qualified technicians available to respond to major outages within one hour and minor outages within four (4) hours at all times. A major outage is defined as the system being totally down or degraded to the point that the system is not providing the level of service required. A minor outage is defined as any malfunction that prevents the use of some features of the system but does not render the entire system unusable or significantly degraded. KCECD reserves the right to determine whether a system or equipment malfunction is classified as major or minor.			
<b>8.4</b>	<b>VENDOR MAINTENANCE PROGRAM</b>			
	The KCECD requires that the successful vendor provide maintenance support in Knox County to service and support this installation. In order to determine the level of support available to KCECD, the vendor will provide the following information:			
<b>8.4.1</b>	<b>Hardware</b>			
8.4.1.1	Describe the nature of maintenance coverage and type of programs available to KCECD.			

SECTION	DESCRIPTION	YES	NO	COMMENT
8.4.1.2	Specify the preventive maintenance schedule and estimate the amount of nonscheduled maintenance (downtime) for each item of equipment included in the proposed system. Preventive and corrective maintenance will be performed according to the maintenance plan selected by KCECD. All downtime due to maintenance must be approved by KCECD prior to scheduled work time.			
8.4.1.3	Specify the minimum and maximum time to respond to calls for nonscheduled (corrective) maintenance twenty-four (24) hours per day, seven (7) days per week, and the location(s) from which such maintenance will be provided.			
8.4.1.4	Specify the number of maintenance personnel presently located in or who will be located in Knoxville and the extent to which they will be available to support KCECD after installation and prior to acceptance.			
8.4.1.5	Describe vendor's policy for expediting repair of equipment which has been inoperative for eight (8) hours, twenty-four (24) hours, and longer than twenty-four hours.			
<b>8.4.2</b>	<b>Software</b>			
8.4.2.1	The vendor shall provide a quotation for maintenance of the applications software for the five years following expiration of the software warranty. The vendor shall describe the particulars concerning the warranty including, if applicable, remote problem diagnosis and correction as well as on-site problem correction and response time. The maintenance agreement shall include updates to the software.			
<b>8.5 MAINTENANCE OF VENDOR FURNISHED SOFTWARE</b>	The KCECD will require that the successful vendor maintain all vendor furnished software in reliable operating condition and to incorporate the latest vendor software changes applicable to this installation. The vendor will describe the nature of their software maintenance and their program for keeping vendor furnished software reliable, efficient, and up-to-date.			



SECTION	DESCRIPTION	YES	NO	COMMENT
8.5.1	Vendors shall advise the average frequency of software releases.			
	Vendors shall advise, over the past five (5) years what the average number of software bugs in each of the releases has been and the average number of bug fixes per software version.			
8.5.2	If any software is developed specifically for KCECD is utilized and resold to another customer, KCECD shall receive an appropriate rebate for the corresponding portion of developing cost.			

**8.6 RESPONSE TIME CREDITS**

If, after proper notification by the KCECD, qualified maintenance personnel fail to arrive at the designated equipment site within the one (1) hour response time allowance for major outages or the four (4) hour response time allowance for minor outages KCECD will assess a response time penalty as follows:

1. Major Outage – Hour in excess of one (1) hour: \$1,000 per hour.
2. Minor Outage - Hour in excess of four (4) hours: \$1,000 per hour.

Response time credits will be computed to the nearest one-tenth hour and will be deducted from the next regularly scheduled maintenance payment to the vendor.

**8.7 SYSTEM FAILURE CREDITS**

1. Measurement of System, Equipment and Software Failure

System failure will be measured by the interval between the time the system, equipment, and software is not available for use by KCECD due to operational failure and the time the system, equipment, and software is returned to full operational condition as determined by KCECD. Time starts when the vendor is first notified by KCECD of system failure.

If a system component fails and causes the entire system to become inoperative or to operate in a degraded mode, the vendor will provide a credit to KCECD as specified below.

**TABLE OF RESPONSE TIME AND SYSTEM FAILURE CREDITS**

<b>Hours in Excess of Response Time Allowance</b>	<b>System Failure</b>	
	<b>Major Outage System Inoperative System Degraded</b>	<b>Minor</b>
1st hour	\$ 0	\$ 0
2nd hour	\$ 500	\$ 0
3rd hour	\$ 600	\$ 0
4th hour	\$ 700	\$ 500

5th hour	\$ 800	\$ 600
6th hour	\$ 900	\$ 700
7th hour	\$ 1000	\$ 800
Each additional hour	\$ 1000	\$ 1000

Failure and response time credits will not be duplicated for the same hour. Failure and response time credits will begin at “go live”.

Any credits not applied to following years maintenance contract will be payable to KCECD within ninety (90) days of cancellation or termination of the maintenance agreement.

<b>8.8 CONTINUATION OF MAINTENANCE COVERAGE</b>	In the event that equipment included in the system installed by the vendor is discontinued and is no longer offered for sale, vendor will agree to provide continuous maintenance coverage, if desired by KCECD, for a period of up to four (4) years from the date of the announcement. Notification in writing and acknowledgement from KCECD is required in the event of vendor supplied equipment is discontinued.			
<b>8.9 <u>SERVICE/MAINTENANCE PLAN</u></b>	The vendor shall propose a service/maintenance plan for each of the following types of maintenance coverage:			
8.9.1	Eight (8) hours (8:00 am to 4:00 pm) a day, Monday to Friday, excluding holidays.			
8.9.2	Eight (8) hours (8:00 am to 4:00 pm) a day, 365 days a year.			
8.9.3	Sixteen (16) hours (8:00 am to 12:00 am) a day, 365 days a year.			
8.9.4	Twenty-four (24) hours a day, 365 days a year.			
8.9.5	Cooperative maintenance for user maintainable systems that can reduce the overall maintenance costs to the agency.			

SECTION	DESCRIPTION	YES	NO	COMMENT
<b>8.10 SERVICE</b>				
8.10.1	Knox County, Tennessee is in the eastern United States time zone. Regardless of vendor's location, emergency service must be available 24 hours a day 7 days a week. This means that a 24 hour toll free trouble number must be maintained by the successful vendor, and that contact with this number will result in the immediate assignment of a trained specialist who is capable of beginning a determination of the problem and the provision of advice or taking of action to either correct the problem or immediately escalating to an upper level. The use of a third party telephone answering service does not meet this requirement.			
8.10.2	Further, it is expected that regardless of their location, the vendor shall make available key personnel and additional support if requested by KCECD at any time.			

**SECTION IX TRAINING REQUIREMENTS**

Proposers must provide a detailed, but concise, narrative under Section XI, Tab VI, as to how they will meet the training requirements stated below. Proposers must also include the checklist in this tab. Failure to include the narrative and/or checklist will be justification to deem the proposal nonresponsive and therefore removed from consideration.

Proposers must mark “Yes” or “No” for each specification or requirement given. A “Yes” response means that the requirements of the system are currently operational or that you comply with the requirement. The functionality must be fully operational at the time of RFP submission. If the specification is in development or testing and not fully operational, proposer must mark “No”.

SECTION	DESCRIPTION	YES	NO	COMMENT
9.1	A complete performance-based training program for the KCECD personnel will be provided by the vendor. The vendor will recommend the type of training required which will include system and equipment operation, system support, and use of all software included with the system. It is required that all training be accomplished in Knoxville. Any off-site training must be approved by KCECD operational personnel. Specific training for the system administrators in maintaining and operating the system will be proposed. The vendor will present the recommended training in outline form based on a performance-based format showing subject title and length of time required. KCECD is also interested in alternative forms of training materials such as DVD or appropriate media.			
9.2	Additional training requirements for specific public safety agencies and other interested parties will also be accomplished by the selected vendor, as requested. The involved parties will fund these requirements.			
9.3	Vendor shall provide self-paced computer-based instruction that can be completed by students at their workstation, either through pre-loaded software, DVD, or appropriate media.			
9.4	Vendor shall provide KCECD with at least six (6) copies of instructor manuals <u>and</u> all training aids used in presenting all classes, plus similar updates for new releases of software. Training aids must be in paper form and electronic form.			
9.5	Vendor must provide all necessary training materials and handouts to students.			

<b>9.6</b>	Learning must be validated through tests and quizzes as part of the curriculum. Hands on labs must be included.			
<b>9.7</b>	Any workstation on the system shall have the capability to be logged on in either production or training mode. Training mode shall have full functionality but shall utilize an alternate schema or other means of utilizing real addresses, units, and codes without interfering with normal emergency operations.			

## SECTION X COST PROPOSAL

### 10.1 GENERAL REQUIREMENTS FOR THE COST PROPOSAL

The Cost Proposal will be submitted in the "Original" proposal and the electronic submittal only. **Do Not Include the Cost Proposal in the Exact Copies.**

Proposer must include the following information in Section XI, Tab XI.

- 10.1.1: Executive summary containing a brief statement of any cost advantages provided by the vendor and any comment deemed necessary to facilitate KCECD's understanding of the cost proposal.
- 10.1.2: Cost Sheet (attached)
- 10.1.3: Line Item Costs for Equipment
- 10.1.4: Line Item Costs for Software
- 10.1.5: Line Item Costs for Implementation
- 10.1.6: Line Item Costs for System Interface and Conversion of Data Files
- 10.1.7: Line Item Costs for Training
- 10.1.8: Detail of All Discounts
- 10.1.9: Cost of Modifications to Base System (must be included in total first year cost)
- 10.1.10: For informational purposes only, KCECD is also interested in determining what price/cost concessions will be made by the vendor if KCECD agrees to act as a future demonstration or benchmark site. Vendor will note that demonstrations and benchmarks will have limits as to the number and degree of system interruptions allowed per year. **As this is an option to be considered by the KCECD, this discount shall NOT be included in the final cost of the system.**

## SECTION XI PROPOSAL FORMAT

**PROPOSAL INFORMATION:** The following guidelines should 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. The County reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and five (5) exact copies.
- Page numbers should be placed on bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a CD/Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the CD/Flash drive.**

**TAB I**            **PROPOSER INFORMATION**  
Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification number (EIN)

**TAB II**            **SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**

**TAB III**           **TABLES OF CONTENTS**

**TAB IV**           **QUALIFICATIONS AND EXPERIENCE:**  
Part A: Brief Description of the Company and Company History  
Part B: Organizational Chart  
Part C: Number of Currently Installed, Fully Operational Systems  
Part D: References

**TAB V**            **FUNCTIONALITY OF SYSTEM:**  
Part A: Specification Checklist for Software  
Part B: Detailed Narrative for Software  
Part C: Specifications Checklist for Hardware  
Part D: Detailed Narrative for Hardware  
Part E: Specification Checklist for Warranty/Maintenance  
Part F: Detailed Narrative for Warranty/Maintenance

**TAB VI**           **IMPLEMENTATION PLAN AND TRAINING:**  
Part A: Implementation Plan Checklist  
Part B: Detailed Narrative for Implementation Plan  
Part C: Implementation Timeline (Gant chart)  
Part D: Detailed Description of Timeline  
Part E: Training Checklist  
Part F: Detailed Narrative for Training

**TAB VII**          **PROGRAM SOURCE CODE:**  
• Statement as to whether or not you comply with this requirement and a detailed, but concise, narrative as to how this requirement will be met.

**TAB VIII**        **REQUIRED FORMS:**  
Signed Insurance Checklist or current signed Certificate of Insurance  
Signed Iran Divestment Act  
Signed and notarized Non-Collusion Affidavit

**TAB IX**           **EQUIPMENT BROCHURES**

**TAB X**            **EXCEPTIONS:**  
Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated.

**COST PROPOSAL**

The Cost Proposal will be submitted in the "Original" proposal and the CD/Flash Drive only. **Do Not Include the Cost Proposal in the Exact Copies.**

**Table of Contents**

Part A: Executive summary containing a brief statement of any cost advantages provided by the vendor and any comment deemed necessary to facilitate KCECD's understanding of the cost proposal.

Part A: Cost Sheet

Part B: Line Item Costs for Equipment

Part C: Line Item Costs for Software

Part D: Line Item Costs for Implementation

Part E: Line Item Costs for System Interface and Conversion of Data Files

Part F: Line Item Costs for Training

Part G: Detail of All Discounts

Part H: Cost of Modifications to Base System (must be included in total first year cost)

Part I: For informational purposes only, KCECD is also interested in determining what price/cost concessions will be made by the vendor if KCECD agrees to act as a future demonstration or benchmark site. Vendor will note that demonstrations and benchmarks will have limits as to the number and degree of system interruptions allowed per year. **As this is an option to be considered by the KCECD, this discount shall NOT be included in the final cost of the system.**



COST SHEET  
RFP 3044  
DIGITAL VOICE RECORDING LOGGING SYSTEM

Company Name: \_\_\_\_\_

It is the intent of the County and the Knox County Emergency Communications District to provide the below pricing list in order to fairly and objectively evaluate the cost of a fully functional, turn-key system. Omission of line items below does not relieve proposers of the obligation to provide such items as are necessary to deliver a fully functioning system.

Proposers are to include an itemized cost for each category below. This is to include the cost of any modifications to the proposer's current system in order to achieve the functionality as required. The itemized cost sheets shall be inserted after this Cost Sheet in proposer's response. The final costs per the detailed cost sheets must match what is stated below for each category.

Maintenance and Support for the first year, **starting after final system acceptance**, must be included in the total first year cost. Maintenance and Support for years two (2) through seven (7) shall be stated listed as per below. Maintenance and Support shall include, but not be limited to, annual preventative maintenance, any and all other system updates, new versions, enhancements, etc., that the vendor releases during the seven (7) year period as well as any resulting costs for implementation, training, maintenance, support, etc., of such, and all other requirements of this RFP.

Vendors will describe any special discounts for equipment, software, maintenance, training, systems support, or other price/cost concessions that appear in the Cost Proposal and are deemed sufficiently advantageous to warrant special notice or emphasis, i.e.; manufacture rebates, bulk pricing, equipment packaging, etc.

Total Equipment Costs: \$ \_\_\_\_\_

Total Software Costs: \$ \_\_\_\_\_

Total Implementation Costs: \$ \_\_\_\_\_

Total Cost for System Interfaces and Conversion of Database Files: \$ \_\_\_\_\_

Total Training Costs:  
(To include all training software, travel, manuals, materials, etc.) \$ \_\_\_\_\_

Total Cost of Modifications to Base System: \$ \_\_\_\_\_

Total discounts: \$ \_\_\_\_\_

Total First Year Costs: \$ \_\_\_\_\_

Maintenance Costs Year 2 \$ \_\_\_\_\_

Maintenance Costs Year 3 \$ \_\_\_\_\_

Maintenance Costs Year 4 \$ \_\_\_\_\_

Maintenance Costs Year 5 \$ \_\_\_\_\_

Maintenance Costs Year 6 \$ \_\_\_\_\_

Maintenance Costs Year 7 \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Additional Items:

Proposers shall state the minimum discount offered off published list price for additional equipment and software not covered under this RFP. The KCECD reserves the right to negotiate deeper discounts for any bulk purchases. Any additions will adhere to the agreed to Terms and Conditions in the Contract. Any additions of equipment and/or software must adhere to the general scope of this RFP. Products or services not related to the Digital Voice Recording Logging System proposed will not be added to the Contract.

Discount off list cost for equipment: % \_\_\_\_\_

Discount off list cost for software: % \_\_\_\_\_

Officer authorized to bind company.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



20. Carrier rating shall be Best's Rating of A-VII 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 \_\_\_\_\_.

25. The Contractor agrees to save, defend, keep harmless, indemnify and pay on behalf of the County and all of its agents and employees (collectively the County) from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance of the Agreement terms on its obligations under the agreement.

Insurance Agent's Statement And certification: I have reviewed the above requirements with the Proposer named below have advised the Proposer of required coverage not provided through this Agency.

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: \_\_\_\_\_

**KNOX COUNTY PROCUREMENT DIVISION  
REFERENCES  
REQUEST FOR PROPOSALS NUMBER 3044**

**Vendor:** \_\_\_\_\_

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

**KNOX COUNTY PROCUREMENT DIVISION  
IRAN DIVESTMENT ACT  
REQUEST FOR PROPOSAL NUMBER 3044**

By submission of a response to RFP #3030, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response 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.

Authorizing Signature:

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(sign in blue ink)

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

**NON-COLLUSION AFFIDAVIT OF PROPOSER**

STATE OF

COUNTY OF

\_\_\_\_\_,being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer 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 Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_,2021

\_\_\_\_\_  
(Signature)

My commission expires \_\_\_\_\_