

**City of Knoxville
Request For Proposal**

Automated Traffic Camera Enforcement

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

RFP Timetable	
Availability of RFP	September 29, 2024
Question Deadline	October 18, 2024
Submission Deadline	October 29, 2024

This timetable is for informational purposes only and these dates are subject to change. The issuance of written addenda by the City of Knoxville Purchasing Division is the only official method whereby a deadline extension for proposal submissions or additional information can be given.

Automated Traffic Camera Enforcement

Table of Contents

Item	Page Number
Statement of Intent	<u>3</u>
Background	<u>3</u>
Scope of Service	<u>3</u>
Evaluation Criteria	<u>11</u>
General Conditions	<u>11</u>
Contract Requirements	<u>13</u>
Instructions to Submitting Entities	<u>18</u>
Submission Forms	<u>23</u>
Exhibit A – City and State Codes	<u>29</u>
Automated Camera Traffic Enforcement Proposal Matrix	Attached

City of Knoxville Request for Proposal

Automated Traffic Camera Enforcement

I. Statement of Intent

The City of Knoxville is seeking proposals from responsible firms to provide a turn-key solution to include equipment, implement, and operation of an Automated Traffic Signal Enforcement program, an Automated School Zone Speed Enforcement program, and an Automated Noise Enforcement program. The City intends to issue a contract for a period of five years with an optional renewal for a two-year term. The City's preference is to award a contract to one Contractor but reserves the right to award to multiple Contractors.

II. Background

The City of Knoxville currently utilizes camera enforcement technology for traffic signal enforcement throughout the City and noise ordinance enforcement in downtown locations with heavy traffic. The City does not currently utilize speed detection cameras but desires to enhance our current program by including speed detection cameras in school zones within the City limits.

One of the largest causes of serious injury traffic collisions in the City is related to red light running. In addition to instituting significant engineering measures and additional enforcement, it is the City's experience that automated traffic enforcement provides an effective supplement to existing City resources and has proven to reduce red light signal behavior in Knoxville and other cities. Both traffic and pedestrian safety serve as the focus of automated traffic enforcement program, accomplished by reducing the number of collisions and serious injuries. With Public participation a key determinant of the project's success, it is critical that the program be administered with quality assurance and sensitivity to the public.

To enhance the current program the City desires to include automated camera enforcement in school zones, to reduce the incidents of speeding. The City also desires additional tools to address excessively loud vehicle noise. Following on a pilot program with the installation of one noise camera in downtown Knoxville, the City now seeks to further develop automated noise enforcement, allowing for the issuance of citations and potentially increasing the number of Intelligent Instruments, Inc. cameras. [Click here to view additional background on the efforts to date.](#)

The City of Knoxville has the authority to issue civil penalties for red-light violations and school zone speed violations caught on an electronic monitoring/ automated camera system (City Code 17-210; Tenn. Code Ann. § 55-8-198). The regulations for school zone violations provide authority to the City to issue citations in City Code 17-262 and TENN.CODE ANN. § 55-8-152. (See Exhibit A – City and State Codes.) The fine for running a traffic signal, where observation utilizes a camera system, is set by City Ordinance and State law at fifty dollars (\$50). Tickets are considered civil penalties and not moving violations. Therefore, no driver's license or insurance points are assessed for a citation. Court costs are applied upon failure to respond in a timely manner to citations or after a finding of liability following a hearing and are not to be shared with the Contractor. Additional court costs or fees mandated by law may be assessed separately for violations, said mandated costs or fees are not to be shared with the Contractor.

III. Scope of Service

The City of Knoxville is seeking proposals The City of Knoxville is seeking submittals from responsible Contractors or teams to provide a complete turnkey, digital-only, Automated Camera Traffic Enforcement program. The program shall consist of performing required traffic studies, installing complete camera systems, providing complete citation processing (including the ability to run registration checks on license plates), training of key City employees and adjudication personnel, providing expert witness testimony in court, local customer service, collection processing, and providing a public awareness / educational program. The City of Knoxville is looking for a creative, comprehensive response at no cost to the City.

The Contractor shall coordinate its efforts with the City of Knoxville Police Department, City of Knoxville Transportation Engineering, City of Knoxville Finance Department, City of Knoxville Municipal Court, and other agencies affected by the project (utilities, phone, etc.). The Contractor will be expected to work closely with the Traffic Division of the Police Department and the City's Transportation Engineering Department to ensure design compatibility and uniformity. During installation of the camera systems, the Contractor will be expected to coordinate all work with the Transportation Systems Manager (or their designee) in charge of signal maintenance and operation. Work performed within the public rights of way shall meet all applicable City and State standards for construction, including but not limited to, those pertaining to traffic control. The Contractor shall be responsible for submission of all applicable permits and fees. A licensed contractor shall perform said work.

CONTRACTOR RESPONSIBILITIES The Contractor is responsible for the supply, implementation, and continuing performance of the hardware, software, and support services described in the Scope of Work. This includes a complete turnkey operation in which the Contractor will design and install the complete system, process the violations identified by officers of the Knoxville Police Department, provide a mechanism for collecting the fines in addition to the existing Municipal Court process, provide training for City and court personnel, as well as implementing a public awareness and promotional campaign.

Due to demands on the time of the Selection Committee members, each item under the overview sections should be addressed as (1) meets the RFP requirements; (2) does not meet the RFP requirements; or (3) alternate/option or modification on the attached **Automated Camera Traffic Enforcement Proposal Matrix**. Include on an additional sheet details for those items marked "does not meet" or "alternate/option."

- 1) **Maintenance.** The Contractor will be required to maintain the cameras and all associated equipment in good working order.
 - a) Any defective camera or other equipment will be repaired or replaced within forty-eight (48) hours.
 - b) The operation of all cameras and equipment will be reviewed at least weekly and a routine schedule of preventive maintenance and cleaning, as required, will be performed (provide proposed schedule).
 - c) The Contractor will keep maintenance logs as required by the City (provide example).
 - d) Upgrades to initial equipment will be reviewed after three (3) years.
 - e) The City will give preference to systems, which are remotely configurable.
 - f) The Contractor will warrant and maintain all equipment throughout the duration of the contract.
 - g) Contractor will provide all electrical/digital connections and power at no cost to city.
 - h) Contractor will describe how they will monitor systems to determine operational usage and system outages.
- 2) **Operations.** Office and operational departments will be fully staffed no later than 60 days after the contract is fully executed. The City will have the right to review the references and background information of any of the Contractor's employees directly involved in providing services. The City may request the replacement of any employee providing services to the City.
- 3) **Customer Service.** The Contractor will respond to public inquiries about the program, citations, and enforcement, or any related citizen concern. The Contractor will also coordinate with the City and stay involved in the City's efforts to inform the public about the program. The Contractor will pay for and coordinate media relations with the City.
 - a) Signage will be posted at each location where camera systems operate, in accordance with State law, as well as at key roadways entering the City Limits, with installation, maintenance, and costs to be assumed by the Contractor.
 - b) Installation will have City of Knoxville (KPD and / or Transportation Engineering) location approval and will meet the design plan of the City of Knoxville detailing size and design. Signage will bear an identifier on the rear detailing ownership to Contractor.
 - c) Informational pamphlets / brochures will be included with the mail-out of each citation, with the Contractor assuming the cost for printing and postage.
 - d) Contractor will assist with the content and design of public education program materials to be funded and implemented by the City.

- e) Contractor will support the City by training City Court, KPD, and other City staff how to present public seminars or presentations with respect to the system.
 - f) Contractor will provide PSA spots for radio and television and copy for print publications, if available.
 - g) Contractor will provide samples of educational materials to the City.
- 4) **Collections.** The Contractor will collect payments from citizens on civil citations.
- a) Payment options should include check, money order, or credit card, in person, via telephone and over the Internet.
 - b) The Contractor will directly deposit all monies into an account specific to the City of Knoxville. City approved fine collection procedures will be developed in accordance with the City's financial accountability and Customer Service Guidelines.
 - c) Records will be kept in accordance with generally accepted accounting practices.
 - d) The Contractor will be expected to establish a relationship with a collection agency to pursue any unpaid citations. If necessary, the Contractor may be required to bring civil suit for unpaid citations and provide a technical expert to testify in court regarding the operation of the cameras and the Program in general.
 - e) Subject to the requirements of state law, Contractor will prepare notice letters for all chargeable violations and will mail notice letters to vehicle owners. A second notice will be issued for any violations that remain unpaid. If the Contractor receives a returned mail notice on any notice sent, the Contractor shall resend the notice to the corrected mailing address provided by the post office or make effort to obtain a correct address.
 - f) After expiration of the second notice due date, Contractor shall pursue collections on unpaid notices, subject to the limitations of State law. Explain collections approach in your proposal.
 - g) Violations for which registered owner data is available shall be issued within 7 business days of the violation event date.
 - h) Contractor and any associated collection agency will fully comply with the Fair Debt Collection Practices Act, 15 U.S.C. 1692, et seq., and any other applicable state or federal law.
 - i) City of Knoxville Municipal Court employees would be able to access the Contractors software for the acceptance of payments via cash, check, credit/debit VISA/MC, money orders, and cashiers check.
- 5) **Court Hearing Process.** The Contractor will utilize the existing Municipal Court procedures to coordinate requested hearings on citations. This includes receiving the initial hearing requests, scheduling court hearings before the city judge, and providing testimony and all hearing-related background materials to the court.
- a) Contractor shall provide hearing scheduling service for people who dispute notices. This shall include call center services to take calls during normal business hours. Currently, red light camera violation hearings are held on the second Wednesday of each month.
 - b) The package for each hearing will include the following:
 - i) All issued and disputed notices to the party
 - ii) A correspondence file
 - c) Contractor will maintain a proper chain of evidence, which meets the needs of the City and Court function. The City will utilize the Municipal Court Judge as their representative hearing officer.
 - d) Contractor will provide, when required for Court testimony, a qualified expert witness who is knowledgeable on the theory, operation, and functional capabilities of the relevant camera unit.
- 6) **Office and Operating Location.** The selected Contractor will be required to provide a suitable, centrally located customer service office in the City of Knoxville, open during normal business hours, where citizens may pay their fines and penalties and request a court hearing on citations. The Contractor will appropriately staff the local office to provide the required customer service.
- a) An adequate number of service and maintenance staff to service the cameras will also need to be readily available to the City of Knoxville, with preference to those located within the City of Knoxville.
 - b) Image processing / film development, issuance of citations, computer processing, financial reporting, and overall management of the Program may be performed remotely provided the Contractor remains highly responsive to the needs of the Program and meets the requirements of the City of Knoxville.
- 7) **Record Keeping.**

- a) The Contractor shall keep true and accurate records of revenue and expenses, making a clear distinction between the type of fees collected, and shall either allow duly authorized representatives of the City access to Contractor's system to obtain the information or provide copies of this information to the City at least monthly and upon request in a form to be specified by the City. All financial records shall be made available to a duly authorized representative of the City upon request. At termination of the contract, either at the end of the term or by termination, the Contractor shall provide the City a final report of all revenue and expense records as well as a list of all outstanding citations and payments due for use in processing future receipts.
 - b) Contractor shall store information and data collected in a database with capability to track citations and produce statistical reports as needed. The Contractor may be requested to maintain other non-financial information as it relates to the Program and as mutually agreed upon. Such information may include, but not limited to, traffic count of violations per intersection, number of events captured, citations issued, rear license plate vehicles, false alerts, etc.
 - c) All citation images must be stored for at least a one (1) year period (longer for citations still in litigation) in an accessible electronic format and shall be accessible, on request, by authorized City representatives.
 - d) Description of raw images and image retention schedule will be included in proposal. Captured images are for the exclusive use of the City of Knoxville, and may not be sold, distributed or otherwise released without permission of the City of Knoxville Project Manager.
 - e) Contractor will provide the City with online storage of all images and data for a period of one (1) month after disposition and off line / accessible storage of images and data for at least one (1) year thereafter (longer for citations still in litigation).
 - f) Contractor will provide the retrieval of archived information within 3 business days of a request for retrieval.
 - g) Contractor will provide all required notice processing supplies including paper, envelopes, postage, toner, and any and all notice printing supplies.
 - h) Contractor shall be responsible for processing of images.
 - i) Contractor shall include one set of images and a license plate image on each citation issued.
 - j) Contractor shall provide a secure website from which an authorized City representative can access:
 - i) Enforceable violation events that are pre-reviewed and submitted for final approval (charging) by the City;
 - ii) Violation image and history data for any open violation;
 - iii) Designated reports as defined in the contract;
 - iv) The hearing schedule and evidence package view and print function.
 - k) Contractor shall be able to provide an easy to access audit trail of all voided and discarded images rejected by the officer assigned to review all incidents.
- 8) **Installation of Equipment.** The Contractor will be responsible for installing the approved equipment and ensuring that the cameras are phased in as scheduled and operating properly.
- a) The City of Knoxville will approve all site selections, with traffic control, collision reduction, pedestrian safety, and noise reduction being the decision-making criteria. Preference will be given to non-intrusive monitoring, as well as stand-alone power, wiring and support equipment (poles, housing units, etc.).
 - b) The City may reasonably expand the program to additional intersections during the terms of the contract. The City may also require either temporary or permanent relocation of any of the cameras to meet changing needs. There will be no unsupervised access to City equipment.
 - c) Traffic signal operation will be exclusively operated by the City of Knoxville and will be regulated by approved engineering standards.
 - d) Contractor will provide all equipment and electrical service to complete the total system.
- 9) **Citation Processing.**
- a) The Contractor will be required to accurately capture and store images, establish a chain of custody for the image medium, and process and mail citations approved by Knoxville Police Department officers for red light violations in accordance with City's policies.
 - b) The Contractor will have the capability to generate clear, easily identifiable images for the citations / violations, allowing an unbiased individual to determine fault (including extenuating circumstances).
 - c) Software to process, mail and track citations and payments will be installed and fully operational.

- d) Connections must be established to the Tennessee Department of Motor Vehicles and other states to obtain motor vehicle registration information. If the Contractor is unable to establish such a connection, a plan must be submitted detailing how the registration information will be obtained and generated onto the citation.
- e) Citations will be issued in seven (7) days or less from date of the violation. If additional enforcement of other traffic regulations are permitted by the City in the future, the Contractor will provide such additional services at the direction of the City.
- f) Warnings will be mailed in lieu of a citation during the first month of operation for new intersection approaches.
- g) The Knoxville Police Department will have a sworn officer assigned to review each citation prior to issuance and verify that a violation has occurred.
- h) The Contractor will be required to describe its process of violation data and image set transfer and explain why it can be considered a secure chain of evidence.

10) Statistical Analysis and Reporting System.

- a) Systems with the capacity to produce statistical analysis of camera operations will be preferred, including at minimum, hours of use per camera by operational site, results achieved by each camera by site, offenses recorded by site, equipment malfunctions, status of notices issued (outstanding, cancelled, reissued, etc.), real time traffic volume and vehicle counts, real time violation information by individual lane by time of day and day of week.
- b) Preference will be given to systems which can analyze results obtained from each camera location to show the prosecutable image rate.
- c) Contractor will provide City with a monthly activity report within ten (10) days following the end of the month.
- d) The monthly report will provide the following:
 - i) The number of events detected, citations issued and prosecutable image rate by location and in total;
 - ii) The total number and percentage of rejected images by reason;
 - iii) Monthly financial reports detailing monies collected by citation number.
- e) Contractor shall be able to provide an audit trail of all voided and discarded images.

11) Training Support.

- a) The Contractor shall offer ongoing training support for their product subject to mutual agreement.
- b) Hands-on training will be provided for the initial training. The City will determine the class size based on the number of staff who need training. Additional training would be available at a cost to the City of Knoxville and the pricing section should provide this cost.
- c) Contractor will furnish all training materials and manuals and will provide, as needed, additional manuals/electronic access for City staff hired during the term of the contract at no additional cost.

12) Purchase of Equipment. The Contractor must have sufficient financial resources to provide equipment approved by the City, to monitor signals approaches, speed zones, and noise as noted in the sections below. All equipment will remain the property of the Contractor. The City recognizes that the image-processing field continues to evolve. The City requires a photo citation system that uses digital imaging technology and full motion video or the latest industry technology. However, the City will review and evaluate all proposals on their individual merits and select the proposal that best meets the overall needs of the City.

- a) System must be modular in construction that will facilitate easy installation and maintenance.
- b) Contractor shall provide and install all equipment including, but not limited to poles, cabinets, cameras, and related equipment at each location.
- c) System may require detection equipment technology that is cut into or embedded in the road surface but should be least invasive as possible.

AUTOMATED TRAFFIC SIGNAL CAMERA ENFORCEMENT

The following represents the current City of Knoxville red light camera locations:

Location Description A desirable system will incorporate, but not be limited to, many of the following features: multiple digital still photographs to include rear scene images, rear plate images, digital video, internet review and approval (both for officer approval and violator review), the availability to select from several triggering options to include induction loops (although non-intrusive systems will be preferred), and the capability to issue citations related to red light violations associated with straight through, left turn, double left-turn and right-hand turning movements at intersections marked "No Turn on Red." The City is anticipating the traffic signal photo enforcement program will include up to 30 intersections, with approaches to vary dependent on the intersection, and up to 4 approaches per intersection.	Active Hours
WB WESTERN AVE/ TN 62 @ ED SHOUSE PKWY	24
EB KINGSTON PIKE @ MONTVUE RD	24
WB KINGSTON PIKE @ MONTVUE RD	24
NB N BROADWAY ST @ ADAIR DR	24
NB LOVELL RD @ PARKSIDE DR	1
EB PARKSIDE DR @ LOVELL RD	24
EB KINGSTON PIKE (LHT) @ MONTVUE RD	24
WB KINGSTON PIKE (LHT) @ MONTVUE RD	24
EB CLINTON HWY / US 25W / SR 9 @ CALLAHAN DR / SCHAAD RD	24
WB CLINTON HWY / US 25W / SR 9 @ CALLAHAN DR / SCHAAD RD	24
EB KINGSTON PIKE / US 11 / SR 1 @ N GALLAHER VIEW RD	24
WB KINGSTON PIKE / US 11 / SR 1 @ N GALLAHER VIEW RD	24
EB KINGSTON PIKE / US 11 @ MABRY HOOD RD	24
WB KINGSTON PIKE / US 11 @ MABRY HOOD RD	24
EB WESTERN AVE / SR 62 @ COPPER KETTLE ST / BALL CAMP PIKE	24
WB WESTERN AVE / SR 62 @ COPPER KETTLE ST / BALL CAMP PIKE	24
NB N CEDAR BLUFF RD @ PARK W BLVD / EXECUTIVE PARK DR	24
SB N CEDAR BLUFF RD @ PARK W BLVD / EXECUTIVE PARK DR	24
EB KINGSTON PIKE / SR 1 @ WALKER SPRINGS RD	24
WB KINGSTON PIKE / SR 1 @ WALKER SPRINGS RD	24
EB PARKSIDE DR @ TURKEY COVE LN	24
WB PARKSIDE DR @ TURKEY COVE LN	24
EB KINGSTON PIKE / US 11 @ EBENEZER RD SW	24
WB KINGSTON PIKE / US 11 @ EBENEZER RD SW	24
NB GALLAHER VIEW RD NW @ BRIDGEDALE DR	24
EB WESTERN AVE /SR 62 @ I-640 /I-75 SB OFFRAMP	24
WB CHAPMAN HWY / US 441 @ STONE RD	24
SB N GALLAHER VIEW RD NW @ WALBROOK DR	24

The City of Knoxville's initial traffic signal cameras became operational on 4/24/06. The list below includes the number of citations issued and the revenue generated, for the last three calendar years, as a result of red light camera citations (note that the citations include warning citations in the rollup totals):

Year	Revenue Generated	# of Citations Issued	# Total Events
2021	\$1,116,112	43,705	N/A
2022	\$1,510,194	62,517	N/A
2023	\$850,851	36,408	94,532

The Traffic Signal Enforcement Program involves the monitoring of up to 30 intersections specified by the City. The City expects the contractor to implement a fully operational program within 60 days from receipt of the "notice to proceed," for the City's pre-existing functional camera intersections, and within another 90 days for each new intersection identified by the City for camera implementation. The City will have the right, at its sole discretion, to add, delete, or revise any Services to meet its changing needs at no cost.

AUTOMATED SCHOOL ZONE SPEED ENFORCEMENT PROGRAM

The Contractor will provide and install school zone speed detection safety camera system equipment on designated roads in designated school zones within the City of Knoxville. The program will be exclusively violator funded. The Contractor will work with the City to evaluate, through traffic study(s) performed by the Contractor, locations for current deployment, as well as the evaluation of future locations as requested.

The City desires to significantly increase safety through awareness and enforcement of speed limits within City school zones through speed enforcement of those limits, utilizing radar and laser technology. In accordance with City and State codes, the system will monitor, detect, and record speed violations within designated school zones, thereby increasing vehicle and/or pedestrian safety, while providing greater situational awareness and investigative capability.

Following deployment of initial locations, additional locations may be determined by the City during the term of the contract. The aforementioned system including any preliminary and or future traffic/location studies, certificate approvals, system training, camera equipment and installation, proper signage and installation, back-office processing of citations, and any maintenance of the system will be provided at no cost to the City with revenue sharing of collections to the City, if available.

There are currently 46 public schools within the City limits and some may contain multiple roadways and lanes of traffic within each school zone. The City desires a system inclusive of both fixed and portable speed zone enforcement cameras up to a total of 150 cameras, capable of monitoring up to four lanes of traffic. The Contractor will be responsible for performing a traffic study prior to installing school zone speed cameras, as required by City and State codes.

AUTOMATED NOISE ENFORCEMENT PROGRAM

The City previously installed one Intelligent Instrument, Inc. camera currently on Gay Street in downtown Knoxville as a pilot program to test the use of cameras. The Contractor shall provide equipment and services to establish monitoring and issuance of citations as detailed for two cameras. Proposals may include offers for a technology upgrade of the existing camera and the option to install additional cameras in the future, as requested by the City.

The current fine for noise violations per City Code is \$50 and it is not currently a moving violation. The City intends to revise the ordinance to a moving violation, aligning it with the other traffic violations.

13) Camera System Requirements.

- a) Red light camera system shall be capable of detecting red light violations and photographing an incident twice, once prior to the violation while the facing signal is red and again after the vehicle has fully crossed the violation line.
- b) School zone cameras shall be capable of detecting and recording speed zone violations and photographing an image of the car and the license plate.
- c) Noise detection cameras shall be capable of both recording the noise decibel emitted by the vehicle and capturing an image of the vehicle and license plate.
- d) Use of a high-quality digital camera system is required. Contractor must detail the image quality specifications and provide real sets of violation image examples captured in day time, night time, and during inclement weather and during times where sunlight is pointing in the direction of the camera. Systems should use a combination of high resolution still images with an output, at least, in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.
- e) The equipment should be capable of maintaining traffic data for statistical analysis.
- f) The equipment should be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across all moving lanes of traffic.
- g) In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, and leveling).
- h) Traffic enforcement cameras must be tamperproof.
- i) Traffic enforcement camera enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures in your proposal.
- j) Remote accessibility of images and data is required. Explain security and access methods.
- k) The camera unit must produce an image which contains the following:
 - i) Scene of location where violation occurred.
 - ii) Motor vehicle during violation
 - iii) Display of rear license plate of vehicle
 - iv) Plate must be readable from the main image
 - v) The day, month, and year of the violation
 - vi) The time of the violation in hours, minutes, and seconds
 - vii) Signal cameras - the amount of time that has passed since the light turned red
 - viii) Signal cameras - duration of yellow light
 - ix) Signal cameras - full motion video capturing incidents from at least a point two seconds before a traffic light changes from yellow to red, and preferable from green to yellow
 - x) The speed of the vehicle during the violation
 - xi) Noise cameras – the decibel of sound emitted by the vehicle
 - xii) Location of violation
 - xiii) Frame sequence number
 - xiv) Imprint all the information along the bottom edge of the frame but shall not obstruct the violation image
 - xv) Color images are preferred
 - xvi) Systems that can reduce the effects of license plate covers are preferred
- l) Contractor shall detail any quality standards (either national or international) with which their equipment complies. Standards should be related to any relevant U.S. standards which may have been promulgated.
- m) Provide examples of prosecutable image rates from the camera systems proposed to the city.
- n) Indicate the ability to upload images from violations to the Axon platform Evidence.com.
- o) Indicate the ability to integrate image data with Flock camera systems.

Pricing Proposal. Contractors shall submit several fee structures and implementation options. The ongoing operation of the City's program depends on its ability to be self-supporting. Preference will be focused on a no-cost-to-the-city proposal, where the Contractor assumes all installation and operating costs. To provide maximum flexibility, please provide several operating options, including a flat fee and/or a shared revenue proposal as follows (assume 25 traffic signal

operating camera locations, 100 speed zone operating cameras, and two noise detection operating cameras for purposes of these calculations). Show the individual cost per program (traffic signal, speed zone, and noise) and the bundled cost for all three:

- a) A flat monthly fee, per camera location, payable by the City to your Contractor for the proposed turnkey program (includes all operating expenses and management fees).
- b) A percentage of projected revenues collected from the violation fees, with the Contractor retaining ownership of equipment. Proposers may want to provide several payment levels based on volume.
- c) A percentage of projected revenues collected from the violation fees, with the City assuming ownership of equipment after projected date, including the projected cost of City purchasing equipment (to include, but broken down by these categories: equipment, installation, maintenance – both equipment and system, and management of citations).

Contractor should state the cost to the City, if any, to move camera locations when requested by the City. Contractor should state the cost to provide additional training after the initial training stated in the RFP. Contractor should restate each of the above factors in terms of a percentage of the revenue received per citation, with no additional cost to the City.

IV. Evaluation Criteria

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

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

- **Project Approach – 35 points:** Approach to project including equipment proposed and proposed schedule for design, assessment, construction, and implementation.
- **Qualifications/Experience of Firm – 20 points:** Proposal shall include information regarding implementations and operations of similar scope during the past 24 months for which the proposer has provided the type of equipment and services required, as specified. Proposer additionally shall provide a minimum of five (5) references with contact information to include company name, individual contact name, email address, and phone number.
- **Qualifications/Experience of Key Personnel – 15 points:** Proposal shall include professional experience and qualifications of the key personnel who will be assigned to oversee delivery, implementation, operations, and removal of equipment. Provide a description of estimated amount of time project manager for this project will be onsite during implementation
- **Pricing/Cost – 20 points:** All quoted pricing must be inclusive of delivery, set up, and removal charges. Pricing shall be for a turn-key, professional job.
- **Organization's Financial History – 10 points:** Include a copy of the financial audit and / or financial statement for the years ending December 31, 2022 and December 31, 2023. Include both the income statements and balance sheets.

V. General Conditions

- 5.1 The following data is intended to form the basis for submission of proposals to provide a turn-key Automated Traffic Enforcement program for the City of Knoxville. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.
 - **Note: All materials submitted pursuant to this RFP become the property of the City of Knoxville.**
- 5.2 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the

Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected firm.

- 5.3** The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.
- 5.4** No interpretation of the meaning of the plans, scope of work, specifications, or other pre-bid documents will be made to any proposer orally. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in writing and be in the hands of the **Penny Owens, Purchasing Agent** by 4:30 p.m. Eastern Time on **October 18, 2024**. Questions can be submitted by letter, fax (865-215-2277), emailed to powens@knoxvilletn.gov, or submitted directly on the solicitation page via www.knoxvilletn.gov/bids. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such proposer from any obligation under his proposal as submitted. All addenda issued become part of the Contract Documents.
- 5.5** Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Enterprise Subcontractor/Consultant Statement form. Submissions must indicate on the enclosed form whether or not the proposer intends to use subcontractors and/or suppliers from one of the defined groups. Proposers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
- 5.6** Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.
- 5.7** All expenses for making a submission of proposal shall be borne by the submitting entity.
- 5.8** Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**
- 5.9** Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Submissions from un-registered proposers may be rejected.**
- 5.10 NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized copy of the No Contact/No Advocacy Affidavit (found in the "Submission Forms" section of this document).
- 5.11 INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

VI. Contract Requirements

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

- 6.1 Contract Documents:** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.
- 6.2 Administration:** The contract will be administered by the City of Knoxville's Police Dept Department.
- 6.3 Invoices:** Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4 Independent Contractor:** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.
- 6.5 Assignment:** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 6.6 Licenses:** Before a contract is signed by the City, the submitting entity, if selected, must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.
- 6.7 Insurance:** When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:
 - A. Commercial General Liability Insurance:** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
 - (b) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (c) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- B. Automobile Liability Insurance:** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance:** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- D. **Professional Liability** (including Errors & Omissions). Contractor shall maintain professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this Agreement with limits equal to the general liability requirement but no less than \$2,000,000. Coverage for contingent bodily injury and property damage should be included or endorsed onto the policy.
- E. **Cyber Liability Insurance** (also referred to as Network Security and Privacy). Contractor shall provide proof of Network Security and Privacy insurance with limits of not less than \$5,000,000 for each occurrence and an annual aggregate of \$5,000,000 covering claims involving privacy violations; information theft; damage to, or destruction of, electronic information; intentional and/or unintentional release of private information; alteration of electronic information; extortion; and network security. There should be no special limitations in the policy with respect to copyright, trademark, or other infringement of media. If not covered in a separate policy, the policy should include Technology Errors and Omissions. Coverage shall also provide business interruption and extra expense coverage. Use of a claims-made policy must be approved by the City and will require evidence of a retroactive date prior to the inception of the contract and at least 5 subsequent annual renewals after the contract is complete.
- F. **Other Insurance Requirements:**

Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of

services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- Waiver of Subrogation Required: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement: All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

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

A. Section 2-1048 - Conflict of Interest:

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

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

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

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

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

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

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

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

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

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

- (a) Representation of Contractor: Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.
- (b) Intentional Violation Unlawful: The intentional violation of the representation specified in subsection (a) of this section is unlawful.

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

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

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

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

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

- 6.9 Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. The venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.
- 6.10 Federal, State, and Local Requirements:** Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.11 EEO/AA:** The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.
- A. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
 - B. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
 - C. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
- 6.12 Firms shall give consideration to:**

- A. The inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.
- B. The use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

- 6.13 Subcontracts to the Agreement:** Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 6.14 Amendments:** This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.
- 6.15 Captions:** The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.
- 6.16 Severability:** If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 6.17 No Benefit for Third Parties:** The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.
- 6.18 Non-Reliance of Parties:** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 6.19 Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.20 Funding:** The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
- 6.21 Indemnification and Hold Harmless:** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to,

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

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

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

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

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

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

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

VII. Instructions to Submitting Entities

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

7.1 General

Submission forms and RFP documentation may be obtained, at no charge, from:

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

Documents will be available on or after September 29, 2024 between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865-215-2070. RFP information and forms are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Option 1 - Electronic Submission Procedures:

Electronic submissions must be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.**

All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.)

To register as a vendor:

- Visit the website at www.knoxvilletn.gov/purchasing
- Click the "Vendor Registration" link
- Click the link titled "Click here to register as a City of Knoxville Vendor"
- Follow the prompts to complete online registration. There is no cost to register as a vendor with the City of Knoxville.
 - Note: An account activation email will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on the submission due date.

To submit electronic file:

- Visit the City's solicitation website at <https://www.bidnetdirect.com/tennessee/cityofknoxville>
- Select "RFP - Automated Traffic Camera Enforcement"
- Click "Place Bid" (located in the blue bar at top of screen)
- Follow the prompts to upload and submit electronic file
 - The City prefers only one (1) bid file per submission. Files **MUST** use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company - Automated Traffic Camera Enforcement.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

Option 2 - Hard Copy Submission Procedures:

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

IMPORTANT NOTE: The original hard copy submitted proposal must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on the submission date. Each proposal must be submitted in a sealed envelope addressed to:

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

IMPORTANT NOTE: Each mailing envelope or carton containing a hardcopy proposal must be sealed and plainly marked on the outside "RFP - Automated Traffic Camera Enforcement." The Purchasing Division receives many bids and proposals for any number of solicitations; unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date. Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

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

Proposals shall be structured as follows:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Submission Affidavits and Certifications
 - C. Exceptions to Terms and Conditions
 - D. Automated Camera Traffic Enforcement Proposal Matrix
4. Body of Proposal: Information which submitting entity wishes to include addressing the Scope of Service (Section III) and Evaluation Criteria (Section IV)

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

7.4 Evaluation of Proposals

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

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

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

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

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

7.5 Diversity Business Enterprise (DBE) Program

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

The City of Knoxville’s Fiscal Year 2023 goal is to conduct 4.3% of its business with minority-owned businesses, 10.3% of its business with woman-owned businesses, and 34.8% with small businesses.

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

For DBE tracking purposes, the City requests that prime contractors, who are bidding, proposing, or submitting statements of qualifications, report whether or not they plan to employ DBE’s as sub-contractors or consultants. With that in mind, **please fill out, sign, and submit (with your bid/proposal) the Subcontractor/Consultant statement included in the submission forms based on the following definitions:**

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

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

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

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

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

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

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

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

Persons with Disabilities Business Enterprise (PDBE) is business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one or more persons with a disability and whose management and daily business operations are under the control of one or more persons with a disability. "Person with a disability" means an individual who meets at least one of the following: (A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than 12 months; (B) Is eligible to receive social security disability insurance (SSDI); or (C) Is eligible to received supplemental security income (SSI) and has a disability as defined in (A) above.

**City of Knoxville
Request For Proposal**

Automated Traffic Camera Enforcement

Submission Form S-1: Solicitation #RFP24TrafficCamera-pmo

Proposals must be received by October 29, 2024 at 11:00:00 a.m. Eastern Time
City of Knoxville Purchasing Department
City/County Building
Suite 667-674
400 Main Street
Knoxville, TN 37902

IMPORTANT: All submissions of proposals shall comply with the instructions found in Section 7, Instructions to Submitting Entities. These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation; **do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

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

Submission Affidavits and Certifications

We _____
(Bidder/Proposer Company Name)

do certify that on the

(Solicitation Title/Project Name)

we are in receipt of the following checked items and do hereby certify or affirm as follows:

☒ **SUBCONTRACTOR/CONSULTANT STATEMENT**

Please select one:

☐ **Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated percentage of the amount that we plan to pay is:

_____ %

Total Estimated Percentage of Subcontractor Service:

Diversity Business Enterprise Utilization (See Section 7.5 for Classifications)			
Description of Work/Project	Percentage	Diverse Classification (MBE, WBE, SBE, SDVBE, PDBE)	Name of Diverse Business

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

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

☐ **Option C: Intent to self-perform work as a Diversity Business Enterprise**

We intend to self-perform 100% of the work required for the contract as a Diversity Business Enterprise.

☒ **NON-COLLUSION AFFIDAVIT**

- (1) Submitted proposal is genuine and is not a collusive or sham proposal;
- (2) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signatory, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposed price or the proposed price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (3) The scope of service outlined in the proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this signatory.

☒ **NO CONTACT/NO ADVOCACY AFFIDAVIT**

1. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens) or the listed point of contact. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction
2. **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Police Dept Department/Office, or any other City staff.

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

☐ **DRUG-FREE WORKPLACE AFFIDAVIT**

Bidder has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

☐ **CHILD CRIME AFFIDAVIT**

The proposer agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the proposer to comply with this requirement is grounds for immediate termination of the Agreement.

☒ **IRAN DIVESTMENT ACT**

CERTIFICATION OF NONINCLUSION

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/public-information-library/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated with%20NY12.04.23.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY12.04.23.pdf)

By submission of this form, the proposer certifies that the above-named firm, under penalty of perjury to the best of its knowledge and belief, and any proposed suppliers are not on the list created pursuant to § 12-12-106.

☒ **NON-BOYCOTT OF ISRAEL**

For submissions with a total cost of \$250,000 or greater, the Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award.

Notarization of Affidavits

In order for a submission to be considered for award, the following section must be notarized hereby certifying or affirming that the Bidder/Proposer is in receipt and has acknowledged each clause in the [Submission Affidavits and Certifications](#) section above. At the discretion of the City of Knoxville Purchasing Division, a submission that has not been notarized may be deemed non-responsive.

State of _____ County of _____

Proposer's Name: _____

Being duly sworn, deposes, and says that:

They are a principal officer of _____, the firm submitting the attached proposal, their title being _____, and has authority to affirm and/or certify the listed declarations.

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission expires

Exceptions to Terms and Conditions

Applicants shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the City something significantly different than the City requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to City terms and conditions. Reference the actual number of the City's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (Add additional pages if necessary.)

Responder Name:		
Term & Condition	Number/Provision	Explanation of Exception

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as exceptions above.

Signature

Title

Date _____

Document: Tenn. Code Ann. § 55-8-152

Tenn. Code Ann. § 55-8-152

Copy Citation

Current through the 2024 Regular Session.

Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS Title 55 Motor and Other Vehicles Chapter 8 Operation of Vehicles — Rules of the Road Part 1 Operation of Vehicles — Rules of the Road

55-8-152. Speed limits — Penalties.

(a) Except as provided in subsection (c), it is unlawful for any person to operate or drive a motor vehicle upon any highway or public road of this state in excess of sixty-five miles per hour (65 mph).

(b) "Truck," as used in this section, means any motor vehicle of one and one-half (1½) ton rated capacity or more.

(c) On all controlled-access highways with four (4) or more lanes, which are designated as being on the state system of highways or the state system of interstate highways, it is unlawful for any person to operate or drive a motor vehicle or a truck at a rate of speed in excess of seventy miles per hour (70 mph). In the left-hand lane of all controlled-access highways with four (4) or more lanes, which are designated as being on the state system of highways or the state system of interstate highways, it is unlawful for any person to operate or drive a motor vehicle at a rate of speed less than fifty-five miles per hour (55 mph).

(d)

(1)

(A) Except as provided for certain counties in subdivision (d)(2), counties and municipalities are authorized to establish special speed limits upon any highway or public road of this state within their jurisdiction, except at school entrances and exits to and from controlled access highways on the system of state highways, which is adjacent to school grounds that are devoted primarily to normal school day activity. Such speed limit shall be enacted based on an engineering investigation, shall not be less than fifteen miles per hour (15 mph) and shall be in effect only when proper signs are posted with a warning flasher or flashers in operation and only while children are actually present.

(B) In any county or municipality where the local legislative body does not establish special speed limits as provided for above, any person who shall drive at a speed exceeding fifteen miles per hour (15 mph) when passing a school during a recess period when a warning flasher or flashers are in operation, or during a period of ninety (90) minutes before the opening hour of a school or a period of ninety (90) minutes after the closing hour of a school, while children are actually going to or leaving school, shall be prima facie guilty of reckless driving.

(C) The department of transportation has the authority to establish such special speed limits at school entrances and exits to and from controlled access highways on the system of state highways.

(D) A municipality may adopt an ordinance by majority vote of the municipal governing body to establish a special speed limit upon a public road, street, or highway within its jurisdiction that is adjacent to or within one-fourth ($\frac{1}{4}$) mile of a zone classified by the municipality for residential use. Notwithstanding another law to the contrary, a violation of the special speed limit established pursuant to this subdivision (d)(1)(D) is a Class C misdemeanor, punishable by fine only of two hundred dollars (\$200).

(2) In counties of not less than forty-three thousand seven hundred (43,700) nor more than forty-three thousand eight hundred (43,800) and counties of not less than one hundred forty-three thousand (143,000) nor more than one hundred forty-five thousand (145,000) and counties of not less than eighty-five thousand seven hundred twenty-five (85,725) nor more than eighty-five thousand eight hundred twenty-five (85,825) and counties of not less than four hundred seventy-seven thousand eight hundred (477,800) nor more than four hundred seventy-seven thousand nine hundred (477,900), according to the 1980 federal census or any subsequent federal census, counties and municipalities are authorized to establish special speed limits upon any highway or public road of this state within their jurisdiction, except at school entrances and exits to and from controlled access highways on the system of state highways, which is adjacent to or within one-fourth ($\frac{1}{4}$) mile of school grounds that are devoted to normal school day activities. Such speed limit shall be enacted based on an engineering investigation and shall not be less than fifteen miles per hour (15 mph) and shall be in effect only when proper signs are posted with a warning flasher or flashers in operation. In any county or municipality where the local legislative body does not establish special speed limits as provided for above, any person who drives at a speed exceeding fifteen miles per hour (15 mph) when passing a school during a recess period when a warning flasher or flashers are in operation, or during a period of forty (40) minutes before the opening hour of a school or a period of forty (40) minutes after the closing hour of a school, while children are actually going to or leaving school, is prima facie guilty of reckless driving. The department of transportation has the authority to establish such special speed limits at school entrances and exits to and from controlled access highways on the system of state highways.

(e)

(1) The fees of sheriffs, deputy sheriffs and other police officers, other than salaried officers, for making arrests for violations of the speed restrictions of this chapter, shall be one dollar (\$1.00).

(2) The reference to sheriffs, deputy sheriffs and other police officers in subdivision (e)(1) also includes constables in counties of this state having a population of:

not less thannor more than

3,700	4,700
6,000	7,800
8,400	8,500
8,535	8,540
9,200	9,570
10,770	10,780
11,512	11,550
11,700	11,900
12,000	13,000
14,500	14,600
15,300	15,500
15,750	16,000
17,000	17,350
18,000	18,200
18,300	18,900
19,000	19,100
21,000	21,500
21,600	22,300
23,200	23,350
23,355	23,391
23,391	23,450
23,500	23,750
24,000	24,255
25,600	27,500
27,900	28,000
28,555	28,600
29,250	31,250
31,260	33,000
33,700	34,000
35,480	41,800
41,900	50,000
57,550	59,400
59,500	60,050
60,600	62,000
64,000	65,000
101,000	118,400
118,700	200,000

according to the 1960 federal census or any subsequent federal census, and Fentress and Hamblen counties.

(f)

(1)

(A) Notwithstanding this section to the contrary, the department is authorized to lower the speed limits prescribed in this section, and on the state system of roads and highways, as it deems appropriate due to concerns regarding the roadway, traffic, or other conditions. This authorization to reduce the speed limits set by this section shall be in addition to the authority conveyed by § 55-8-153.

(B) When the department determines that it is necessary to reduce the speed limits set in subsection (a), the commissioner shall so indicate the reduced speed limit via a letter of policy statement, and the commissioner shall cause signs indicating the new speed limit to be erected.

(C) Subject to § 55-8-153(c), the municipalities of the state are authorized to set speed limits on the public roads and streets within their jurisdictions that are not a part of the interstate and national defense highway system nor any access controlled highway on the state road and highway system. In addition, the counties of this state are authorized to set speed limits on the public roads and highways within their jurisdiction that are not a part of the interstate or state highway system. The speed limits for both municipalities and counties shall not exceed fifty-five miles per hour (55 mph).

(2) Notwithstanding any law to the contrary, during the period in which this subsection (f) is in effect, any person who is arrested or receives a traffic citation for driving or operating a motor vehicle in excess of fifty-five miles per hour (55 mph) but less than seventy-five miles per hour (75 mph) on a highway of the interstate and defense highway system or a four-lane controlled-access highway which are federal or state highways, or in excess of fifty-five miles per hour (55 mph) or less than sixty-five miles per hour (65 mph) on a highway or road which has an existing speed limit of sixty-five miles per hour (65 mph) as of March 1, 1974, shall be charged with speeding and upon conviction shall not be fined more than the maximum fine nor less than the minimum fine for speeding as provided by law for that violation, nor shall any costs be imposed or assessed against the person. Costs shall be imposed in such cases should the person fail to appear or answer the traffic citation as required by law. The conviction shall not be reported to the department of safety under §§ 55-10-306 and 55-12-115. Such person shall not be required to attend driver education course as provided in § 55-10-301. The conviction for speeding shall not result in suspension or revocation of operator's or chauffeur's license unless the excess speed constitutes reckless driving, as set out herein. This subsection (f) shall not apply to trucks as defined in subsection (b) when traveling in excess of sixty-five miles per hour (65 mph) on all highways of the interstate and defense highway system and four-laned controlled-access highways, which are federal or state routes of this state or when traveling in excess of fifty-five miles per hour (55 mph) on any other highways of this state. A violation of this subsection (f) is a Class C misdemeanor. However, notwithstanding any law to the contrary, a violation of the reduced speed limits set by the department of transportation, pursuant to § 55-8-153, is a Class B misdemeanor, punishable by fine only, when employees of the department or construction workers are present. The amount of the fine imposed pursuant to § 55-8-153 shall not be less than two hundred fifty dollars (\$250) nor more than five

hundred dollars (\$500). Notwithstanding any provision of this subsection (f) to the contrary, no provision of this subsection (f), nor of § 55-8-153, shall be construed so as to prevent the entry of a suspended sentence upon the conviction of a defendant for the first violation of the enhanced penalties provided for when the violation occurs within a work zone and when employees of the department of transportation or construction workers are present and when the trier of fact determines that extraordinary circumstances lead to the violation.

(g)

(1) Notwithstanding any law to the contrary, any county having a population of not less than sixty-seven thousand five hundred (67,500) nor more than sixty-seven thousand six hundred (67,600), according to the 1980 federal census or any subsequent federal census may assess any person who is arrested or receives a traffic citation for driving or operating a motor vehicle in excess of the posted speed limits an additional fine of five dollars (\$5.00). This fine shall be in addition to any fine assessed under this or any other applicable section.

(2) Fines collected pursuant to subdivision (g)(1) shall be placed in a fund to be established by such county. The fund shall be for the sole purpose of erecting and maintaining highway signs.

(3) This subsection (g) shall have no effect unless it is approved by a two-thirds ($\frac{2}{3}$) vote of the legislative body of any county to which it may apply. Its approval or nonapproval shall be proclaimed by the presiding officer of the county legislative body and certified by the presiding officer to the secretary of state.

(h) Notwithstanding any law or regulation to the contrary, only the department of transportation has the authority to set speed limits on access-controlled roadways designated as being on the state system of highways and on roadways designated as being on the state system of interstate highways.

History

Acts 1955, ch. 329, § 51; 1965, ch. 94, § 1; 1969, ch. 160, § 3; 1969, ch. 319, §§ 3, 4; 1970, ch. 456, § 1; 1970, ch. 496, § 1; 1970, ch. 588, §§ 1, 2; 1971, ch. 53, §§ 1-3; 1971, ch. 231, §§ 1, 2; 1972, ch. 530, § 1; 1972, ch. 584, § 1; 1973, ch. 214, § 1; 1973, ch. 389, § 1; 1974, ch. 457, § 1; 1974, ch. 631, §§ 1, 2; 1974, ch. 797, § 1; 1975, ch. 356, § 1; Private Acts 1976, ch. 242, § 1; Private Acts 1976, ch. 293; Acts 1977, ch. 239, § 6; 1977, ch. 278, § 1; T.C.A., § 59-852; Acts 1981, ch. 39, § 1; 1982, ch. 881, § 1; 1987, ch. 313, §§ 1-3; 1988, ch. 762, §§ 1, 2; 1988, ch. 832, § 1; 1989, ch. 299, §§ 1-3; 1989, ch. 591, § 113; 1991, ch. 9, § 5; 1991, ch. 415, § 7; 1992, ch. 973, § 4; 1993, ch. 34, §§ 1, 2; Private Acts 1994, ch. 191, § 3; Acts 1995, ch. 389, § 1; 1996, ch. 553, § 3; 1996, ch. 609, § 1; 1996, ch. 753, § 3; 1996, ch. 793, § 1; 1998, ch. 654, § 1; 1998, ch. 671, § 1; 2000, ch. 967, § 1; 2001, ch. 221, § 1; 2001, ch. 252, §§ 1, 2; 2002, ch. 505, § 1; 2007, ch. 450, § 1; 2020, ch. 534, § 1; 2023, ch. 119, § 1.

TENNESSEE CODE ANNOTATED

Copyright © 2024 by The State of Tennessee All rights reserved

Content Type:

Terms:

Narrow By: -None-

Date and Time: Sep 05, 2024 12:50:58 p.m. EDT



[Print](#)

[Cookie Policy](#)

[Terms & Conditions](#)

Document: Tenn. Code Ann. § 55-8-198

Tenn. Code Ann. § 55-8-198

Copy Citation

Current through the 2024 Regular Session.

Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS Title 55 Motor and Other Vehicles Chapter 8 Operation of Vehicles — Rules of the Road Part 1 Operation of Vehicles — Rules of the Road

55-8-198. Citations based on unmanned traffic enforcement cameras.

(a) A traffic citation that is based solely upon evidence obtained from an unmanned traffic enforcement camera that has been installed to enforce or monitor traffic violations shall be considered a nonmoving traffic violation.

(b)

(1) Only POST-certified or state-commissioned law enforcement officers shall be authorized to review video evidence from a traffic light signal monitoring system and make a determination as to whether a violation has occurred. If a determination is made that a violation has occurred, a notice of violation or a citation shall be sent by first class mail to the registered owner of the vehicle that was captured by the traffic light signal monitoring system. A notice of violation or a citation shall be sent within twenty (20) business days after the occurrence of the violation, absent exigent circumstances arising from registration irregularities. All notices of violation or citations shall have a Tennessee return address and all responses and payments shall be made to an address in this state. A notice of violation or citation shall allow for payment of the traffic violation or citation within thirty (30) days of the mailing of the notice. No additional penalty or other costs shall be assessed for nonpayment of a traffic violation or citation that is based solely on evidence obtained from unmanned traffic enforcement cameras installed to enforce or monitor traffic violations, unless a second notice is sent by first class mail to the registered owner of the motor vehicle and the second notice provides for an additional thirty (30) days for payment of the violation or citation.

(2) The notice of violation or citation shall state the amount of the fine that is being assessed for the alleged violation. The notice of violation or citation shall state separately any additional fees or court

costs that may be assessed if the fine is not paid timely or if the violation or citation is contested and the person is convicted or found guilty of the offense.

(3) The person cited may elect not to contest the charge and may, in lieu of appearance in court, submit a fine not more than fifty dollars (\$50.00) to the address provided on notice of violation or citation.

(4) If the person cited does not pay the traffic citation within the time specified by subdivision (b)(1), then additional fees or court costs may be assessed.

(5) If the person cited does not pay the traffic citation as provided in this section and the person cited appears in court at the time specified, or such later date as may be fixed by the court, and the person is convicted or found guilty of, or enters a plea of nolo contendere to the offense, then additional fees or court costs may be assessed.

(6) Every notice of violation or citation issued that is based solely upon evidence obtained from any traffic enforcement camera used to enforce or monitor traffic violations of § 55-8-110(a)(3), or any municipal law or ordinance that mirrors, substantially duplicates, or incorporates by cross-reference the language of § 55-8-110(a)(3), shall have printed on the notice or citation the following disclaimer in bold-face type and a font that is the same size as the largest font used on the notice or citation: "Non-payment of this ['notice' or 'citation'] cannot adversely affect your credit score or report, driver license, and/or automobile insurance rates."

(c) Effective July 1, 2011, a political subdivision of the state that installs, owns, operates or maintains either a traffic-control signal light located in an intersection or any other unmanned traffic enforcement camera for the enforcement or monitoring of traffic violations shall ensure that:

(1) The traffic enforcement camera does not identify as a violation of § 55-8-110(a)(3), or any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of § 55-8-110(a)(3), any vehicle that legally entered the intersection during the green or yellow intervals in accordance with § 55-8-110(a)(1) and (2); and

(2) Appropriate signage is located not less than five hundred feet (500') but not more than one thousand feet (1,000') in advance of the enforcement area of the unmanned traffic enforcement camera informing drivers as to the presence of traffic enforcement cameras at the approaching location. All regulatory and warning signs relating to the intersection or enforcement area shall meet the conventional road size or larger requirements of the MUTCD. Minimum size signing shall not be allowed.

(d) The following vehicles are exempt from receiving a notice of violation:

(1) Emergency vehicles with active emergency lights;

(2) Vehicles moving through the intersection to avoid or clear the way for a marked emergency vehicle;

(3) Vehicles under police escort; and

(4) Vehicles in a funeral procession.

(e)

(1) Except as otherwise provided in this subsection (e), the registered owner of the motor vehicle shall be responsible for payment of any notice of violation or citation issued as the result of a traffic light monitoring system.

(2) An owner of a vehicle shall not be responsible for the violation if, on or before the designated court date, the owner furnishes the court an affidavit stating the name and address of the person or entity that leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the violation.

(3) If a motor vehicle or its plates were stolen at the time of the alleged violation, the registered owner must provide an affidavit denying the owner was an operator and provide a certified copy of the police report reflecting such theft.

(4) An affidavit alleging theft of a motor vehicle or its plates must be provided by the registered owner of a vehicle receiving a notice of violation within thirty (30) days of the mailing date of the notice of violation.

(f)

(1) Surveillance cameras are not permitted on federal interstate highways except for:

(A) SmartWay cameras;

(B) Other intelligent transportation system cameras; and

(C) Surveillance cameras used to enforce or monitor traffic violations within work zones designated by the department of transportation when employees of the department or construction workers are present; provided, that the cameras are operated only by a state entity.

(2) Notwithstanding subdivision (f)(1), in accordance with applicable state and federal laws governing the use or management of highway rights-of-way and subject to the approval of the federal highway administration as required by federal law, the department of transportation is authorized, but not required, to permit the installation of surveillance cameras operated by law enforcement agencies on federal interstate highways and state roads as a non-highway use of the highway right-of-way for the purpose of aiding in criminal investigations or searches for missing or endangered persons to the extent that such use is consistent with the continued use, operations, maintenance, and safety of the highway facility and does not interfere with the free and safe flow of traffic; provided, that these cameras shall not be used to enforce or monitor state or local traffic violations or issue citations for such violations.

(3) Prior to the installation and operation of a surveillance camera by a local law enforcement agency under this subsection (f), the local law enforcement agency shall seek approval from the department of transportation. The local law enforcement agency shall demonstrate to the department's satisfaction that:

(A) The manufacturer, surveillance camera, or any of the surveillance camera's components are not:

(i) Produced, assembled, or based in an entity appearing on a sanctions list published under the authority of the United States department of the treasury, office of foreign assets control;

(ii) Prohibited or restricted under Section 889 of the National Defense Authorization Act (48 CFR 52.204-25);

(iii) Prohibited or restricted under Title 2 of the SECURE Technology Act (Public Law 115-390 of 2018);
or

(iv) Prohibited or restricted under United States department of commerce regulations on Information and Communications and Services Supply Chain (15 CFR Part 7); and

(B) The manufacturer of and custodian of any data collected by the surveillance camera shall:

(i) Comply with § 55-10-302;

(ii) Ensure that all aspects of the manufacturer's and custodian's data services, data retention, information technology, or other internal data management processes are contained and managed within the United States; and

(iii) Ensure that all data and metadata collected by the surveillance camera are not used for commercial purposes or sold, other than sharing with other law enforcement agencies in the United States as authorized by law.

(4) At any time prior to, or following the department's approval of a surveillance camera under this subsection (f), the department may inspect the surveillance camera, components of the surveillance camera, and data collected by the surveillance camera in order to ensure compliance with this subsection (f).

(5) The department may consult with the department of safety, or any other state agency to review applications and determine compliance with this subsection (f).

(6) The department may revoke its approval and order the removal of surveillance cameras upon a determination that the manufacturer, surveillance camera, or custodian of data collected by a surveillance camera are not in compliance with this subsection (f).

(g) Prior to implementation of any new unmanned traffic enforcement camera used to enforce or monitor traffic violations, the local governing body shall conduct a traffic engineering study for the area being considered. The study shall follow standard engineering practices as determined by the Institute of Transportation Engineers (ITE) and shall be stamped by a professional engineer specializing in traffic engineering and licensed to practice in this state. A vendor of traffic enforcement camera systems shall not be allowed to conduct the traffic engineering study, or to participate in the selection of such traffic engineer, to document the need for a traffic enforcement camera.

(h) No citation shall be issued based solely upon evidence obtained from a traffic enforcement camera that has been installed to enforce or monitor traffic violations of § 55-8-110(a)(3), or any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of § 55-8-110(a)(3), unless the evidence collected shows the target vehicle with its front tire or tires before the stop line when the signal is red, and subsequently shows the same vehicle with its rear tire or tires past the stop line while the signal is red.

(i) A traffic enforcement camera system may be used to issue a traffic citation for an unlawful right turn on a red signal at an intersection that is clearly marked by a "No Turn on Red" sign erected by the responsible municipal or county government in the interest of traffic safety in accordance with § 55-8-110(a)(3)(A). Any other traffic citation for failure to make a complete stop at a red signal before making a permitted right turn as provided by § 55-8-110(a)(3)(A) that is based solely upon evidence obtained from an unmanned traffic enforcement camera shall be deemed invalid.

(j) No more than one (1) citation shall be issued for each distinct and separate traffic offense in violation of a municipal ordinance or a traffic offense as provided in this chapter.

(k) A traffic citation that is based solely upon evidence obtained from an unmanned traffic enforcement camera shall be deemed invalid if the registration information of the motor vehicle for which such traffic citation is issued is not consistent with the evidence recorded by such enforcement camera.

(l)

(1) Notwithstanding any law to the contrary, an unmanned traffic enforcement camera that monitors speed shall not be used to issue a citation to any driver for violating the speed limit on any public road or highway; provided, that this subsection (l) shall not apply to an unmanned traffic enforcement camera:

(A) Within the designated distance of a marked school zone; or

(B) On any S-curve of a public road or highway.

(2) For purposes of this subsection (l), "S-curve" means a bend in a public road or highway in the shape of an "S" that inhibits a driver's full vision through the bend.

(m)

(1) For the purposes of this subsection (m):

(A) "Consumer report" and "consumer reporting agency" have the same meanings ascribed to those terms by § 604 of the Fair Credit Reporting Act (15 U.S.C. § 1681(a)); and

(B) "Credit report" means any written, oral, or other communication of information, including a consumer report, by a consumer reporting agency bearing on a consumer's creditworthiness, credit standing or credit capacity, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing a consumer's eligibility for credit to be used primarily for personal, family, or household purposes.

(2) No person having charge, custody of or control over any records or information regarding a violation of this section, including payments made pursuant to receipt of a notice of violation or a citation, whether timely or delinquent, shall disclose these records or information to a consumer reporting agency. In addition, no information regarding a violation shall be disclosed or identified in any credit report.

(n) A local government shall include in any contract involving unmanned traffic enforcement cameras that the contract must conform to any changes in state law. New and existing contracts, as well as contract renewals occurring after July 1, 2012, shall contain a provision that the contract shall comply with all applicable revisions of state law.

History

Acts 2008, ch. 962, § 1; 2009, ch. 389, §§ 1, 2; 2011, ch. 425, §§ 1-5, 9; 2012, ch. 709, § 1; 2012, ch. 751, § 1; 2015, ch. 468, § 1; 2016, ch. 998, § 1; 2021, ch. 450, § 2; 2023, ch. 193, § 1.

Content Type:

Terms:

Narrow By: -None-

Date and Time: Sep 05, 2024 12:45:00 p.m. EDT



[Print](#)

[Cookie Policy](#)

[Terms & Conditions](#)

Sec. 17-210. Automated enforcement.

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

Citations and warning notices shall include:

- (1) The name and address of the registered owner of the vehicle;
- (2) The registration plate number of the motor vehicle involved in the violation;
- (3) The violation charged;
- (4) The location of the violation;
- (5) The date and time of the violation;
- (6) A copy of the recorded image;
- (7) The amount of the civil penalty imposed and the date by which the civil penalty should be paid, or by which a hearing must be requested, pursuant to subsection (c)(2)(b) of this section, which dates shall be not less than thirty (30) days from the date of mailing of the citation;
- (8) A signed statement by a member of the police department that, based on inspection of recorded images, the motor vehicle was being operated in violation of subsection (c) of this section; and
- (9) Information advising the person alleged to be liable under this section:
 - a. Of the manner and time in which liability alleged in the citation occurred and that the citation may be contested in the city court; and
 - b. Warning that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

In operation means operating in good working condition.

Recorded images means images recorded by a traffic control photographic system on:

- (1) On:
 - a. A photograph;
 - b. A microphotograph;
 - c. An electronic image;
 - d. Videotape; or
 - e. Any other medium; and
- (2) At least one (1) image or portion of tape, clearly identifying the registration plate number of the motor vehicle.

System location is the approach to an intersection toward which a photographic, video or electronic camera is directed and is in operation.

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

Vehicle owner is the person identified by the state department of safety as the registered owner of a vehicle.

- (b) *General.*

- (1) The city police department or an agent of the department shall administer the traffic control photographic systems and shall maintain a list of system locations where traffic control photographic systems are installed.

-
- (2) The city shall adopt procedures for the issuance of citations and warnings under this section. A citation or warning alleging that the violation of subsection (c) of this section occurred, sworn to or affirmed by officials or agents of the city, based on inspection of recorded images produced by a traffic control photographic system, shall be evidence of the facts contained therein and shall be admissible in any proceeding alleging a violation under this section. The citation or warning shall be forwarded by first-class mail to the owner's address as given on the motor vehicle registration. Personal service of process on the owner shall not be required.
 - (3) Signs to indicate the use of traffic control photographic systems shall be clearly posted.

(c) *Offense.*

- (1) It shall be unlawful for a vehicle to cross the stop line at a system location per subsection 17-506(a)(3)(a), or for a vehicle to violate any other traffic regulation specified in chapter 17 (motor vehicles and traffic) of the Code of Ordinances of the city.
- (2) A person who receives a citation under subsection (c) may:
 - a. Pay the civil penalty, in accordance with instructions on the citation, directly to the city court; or
 - b. Elect to contest the citation for the alleged violation.
- (3) The owner of a vehicle shall be responsible for a violation under this section, except when he can provide evidence that the vehicle was in the care, custody or control of another person at the time of the violation, as described in subsection (c)(4) of this section, in which circumstance the person who had the care, custody or control of the vehicle at the time of the violation shall be responsible.
- (4) Notwithstanding subsection (c)(3) of this section, the owner of the vehicle shall not be responsible for the violation if, on the designated court date, he furnishes the city court:
 - a. An affidavit by him stating the name and address of the person or entity who leased, rented, or otherwise had the care, custody or control of the vehicle at the time of the violation; or
 - b. An affidavit by him stating that, at the time of the violation, the vehicle involved or its license plate was stolen, along with a certified copy of the police report reflecting such theft, or that the vehicle was in the care, custody or control of some person who did not have his permission to use the vehicle, and stating the name and address of said person. An affidavit alleging theft of a motor vehicle or its plates must be provided by the registered owner of a vehicle receiving a notice of violation within thirty (30) days of the mailing date of the notice of violation.

If an individual identified pursuant to subsection (c)(4)(a) placed the vehicle in the care, custody or control of another at the time of the violation, said individual may likewise submit an affidavit pursuant to subsection (c)(4)(a). If an individual identified pursuant to subsection (c)(4)(a) demonstrates to the city court that he or she did not lease or rent the vehicle, or otherwise was not given care, custody or control of the vehicle, the owner of the vehicle shall remain responsible for the violation, and a citation as set forth above shall be reissued to the owner of the vehicle.

(d) *Penalty.*

- (1) Any violation of subsection (c) of this section shall subject the responsible person or entity to a civil penalty of fifty dollars (\$50.00), without assessment of court costs or fees. Failure to pay the civil penalty or appear in court to contest the citation on the designated date shall subject the responsible person or entity to assessment of court costs and fees as set forth in this chapter and chapter 8 of the Code of Ordinances, except that no court costs or fees shall be assessed unless a second notice is sent by first class mail to the registered owner of the motor vehicle and such second notice provides for an additional thirty (30) days for payment of such citation. The city may establish procedures for the trial

-
- of civil violators, and the collection of civil penalties and may enforce the penalties by a civil action in the nature of a debt.
- (2) A violation for which a civil penalty is imposed under this section shall not be considered a moving violation and may not be recorded by the police department or the state department of safety on the driving record of the owner or driver of the vehicle and may not be considered in the provision of motor vehicle insurance coverage.
- (e) *Exemptions.* The owners of the following vehicles are exempt from receiving a notice of violation:
- (1) Emergency vehicles with active emergency lights;
 - (2) Vehicles moving through the intersection to avoid or clear the way for a marked emergency vehicle;
 - (3) Vehicles under police escort; and
 - (4) Vehicles in a funeral procession.

(Ord. No. O-36-05, § 1, 2-1-05; Ord. No. O-128-08, § 1, 6-17-08)

Sec. 17-262. Maximum limits established.

Except when a special hazard exists that requires lower speed for compliance with section 17-261, the limits specified in this section or established as authorized in this division shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

- (1) Fifteen (15) miles per hour during a recess period or during a period of forty (40) minutes before the opening hour of a school or a period of forty (40) minutes after the closing hour of a school, while children are actually going to or leaving school.
- (2) Fifteen (15) miles per hour in alleys.
- (3) Twenty-five (25) miles per hour on all streets within the city except those covered by subsection (4) of this section.
- (4) Fifty-five (55) miles per hour on all highways of the national system of interstate and defense highways and other highways which incorporate similar design and access control features.

(Code 1962, § 26-501; Ord. No. O-158-2021, § 1, 12-14-21)