

- z. A Resolution authorizing the Mayor to enter into an agreement with Blue Line Solutions, LLC (BLS) to provide products and services to the City for school zone speed enforcement, traffic signal enforcement, and noise enforcement in order to promote traffic safety.



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: May 27, 2025

DEPARTMENT: Engineering Department

DIRECTOR or DESIGNEE: Tom Clabo

AGENDA SUMMARY

A Resolution authorizing the Mayor to enter into an agreement with Blue Line Solutions, LLC (BLS) to provide products and services to the City for school zone speed enforcement, traffic signal enforcement, and noise enforcement in order to promote traffic safety.

COUNCIL DISTRICT(S) AFFECTED

All Districts

BACKGROUND

In 2021, City Council unanimously resolved to endorse a Vision Zero goal of eliminating traffic deaths and serious injuries on Knoxville's streets. This safety program supports the City's work to target high injury areas in support of reducing the number of fatal and severe injury crashes on our roadways. By specifically applying this initiative to the areas where there are more crashes, and where there are a significant amount of pedestrians like school zones, we are taking a substantial step toward the goal of eliminating traffic fatalities on local streets by 2040.

- In September 2024, the City published a Request for Proposals for a turn-key solution for School Zone Speed Enforcement, Traffic Signal Enforcement and Noise Enforcement program.
- After evaluating proposals from 6 companies, Blue Line Solutions was chosen as the most qualified, responsive, and responsible firm to provide these services.
- The new contract with Blue Line Solutions will provide the following:
 - Up to 150 School Zone Speed Enforcement Cameras (46 total public schools are located within the City limits, many of which have multiple roadways within a single school zone)
 - Up to 30 Traffic Signal Enforcement Intersections (Locations will be chosen based on crash history and traffic studies)
 - 2 Noise Enforcement Cameras (as a follow-up to the previous pilot program downtown)

Vision Zero aligns with the City's focus on public safety, connectivity, and equitable mobility. This initiative supports shifting our priorities from moving vehicles quickly, to moving people safely, and taking a proactive approach to prevent serious crashes before they happen.

ESTIMATED PROJECT SCHEDULE

Base term will be for five years with an optional renewal for a two-year term.

PRIOR ACTION/REVIEW

The City's initial Red Light Enforcement Cameras became operational on 04/24/2006. City Council approved Resolution R-455-2016 on 09/27/2016 to award the current contract for Red Light Camera Enforcement

FISCAL INFORMATION

The revenue-sharing agreement will provide the City with 52% of the revenue generated by the citations. The Contractor will be responsible for all costs associated with installation and maintenance of associated equipment and systems.

AIS Prepared By: Cody Gentry - 215-6111

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR A TERM OF FIVE YEARS WITH BLUE LINE SOLUTIONS, LLC. (BLS) TO PROVIDE PRODUCTS AND SERVICES TO THE CITY FOR SCHOOL ZONE SPEED ENFORCEMENT, TRAFFIC SIGNAL ENFORCEMENT, AND NOISE ENFORCEMENT IN ORDER TO PROMOTE TRAFFIC SAFETY.

RESOLUTION NO: _____

REQUESTED BY: Engineering Dept.

PREPARED BY: Law

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, in 2021, City Council resolved to endorse a Vision Zero goal to eliminate traffic deaths and serious injuries on Knoxville's streets; and

WHEREAS, as part of the process to achieve this ZERO goal, the City wants to implement strategies which will improve roadway safety; and

WHEREAS, as part of this safety program, the City intends to focus on areas of the City's roadways where there are more crashes, as well as locations where there are a significant amount of pedestrians, such as school zones; and

WHEREAS, in September of 2024, the City published a Request for Proposals for a turn-key solution for School Zone Speed Enforcement, Traffic Signal Enforcement, and Noise Enforcement; and

WHEREAS, a selection committee comprised of representatives from the Department of Engineering, 311 Center for Service Innovation, Knoxville Police Department, and Purchasing reviewed the proposals submitted from six (6) companies and interviewed representatives from each company; and

WHEREAS, Blue Line Solutions, LLC., set forth in its proposal that its mission is to focus on changing driver behavior through a multi-faceted approach, by communicating to the public with public information and education, showing program results as part of community transparency, as well as enforcement, which ultimately will increase the safety of the community; and

WHEREAS, after reviewing all the proposals and meeting with representatives from all six companies, it has been determined by the selection committee that Blue Line Solutions, LLC. (hereinafter “BLS”) has the knowledge and expertise, as well as the ability to provide certain equipment, licenses, applications, and citation processes necessary to provide the technology, services and equipment required to comply with the City’s Request for Proposals, and that BLS’s proposal is most responsive and best conforms to the specifications and needs of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an agreement with Blue Line Solutions, LLC, in substantially the same form as the one attached hereto, for a base term of five years with an option to renew for two additional one-year terms, for services and equipment necessary to provide a Traffic Safety Enforcement Program which includes the installation and monitoring of cameras at designated school zones and signalized intersections as well as within a designated noise enforcement zone within the City of Knoxville

at no upfront cost to the City, as set forth in the Agreement and Contract documents.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

Presiding Officer of the Council

Recorder

ALYSON AMONETTE DYER
Senior City Attorney
City of Knoxville

Document No. **C-25-0152**

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF KNOXVILLE**, a municipal corporation organized and existing under the laws of the State of Tennessee ("**CITY**"), and **BLUE LINE SOLUTIONS, LLC**, 4409 Oakwood Drive, Chattanooga, TN 37416 ("**BLS**").

WITNESSETH:

WHEREAS, in 2021, City Council resolved to endorse a Vision Zero goal to eliminate traffic deaths and serious injuries on Knoxville's streets; and

WHEREAS, as part of the process to achieve this ZERO goal, the City wants to implement strategies which will improve roadway safety; and

WHEREAS, as part of this safety program, the City intends to focus on areas of the City's roadways where there are more crashes, as well as locations where there are a significant amount of pedestrians, such as school zones; and

WHEREAS, in September of 2024, the City published a Request for Proposals for a turn-key solution for School Zone Speed Enforcement, Traffic Signal Enforcement, and Noise Enforcement; and

WHEREAS, a selection committee comprised of representatives from the Department of Engineering, 311 Center for Service Innovation, Knoxville Police Department, and Purchasing reviewed the proposals submitted from six (6) companies and interviewed representatives from each company; and

WHEREAS, Blue Line Solutions, LLC, set forth in its proposal that its mission is to focus on changing driver behavior through a multi-faceted approach, by communicating to the public with public information and education, showing program results as part of community transparency, as well as enforcement, which ultimately will increase the safety of the community; and

WHEREAS, after reviewing all the proposals and meeting with representatives from all six companies, it has been determined by the selection committee that Blue Line Solutions, LLC (hereinafter “BLS”) has the knowledge and expertise, as well as the ability to provide certain equipment, licenses, applications, and citation processes necessary to provide the technology, services and equipment required to comply with the City’s Request for Proposals, and that BLS’s proposal is most responsive and best conforms to the specifications and needs of the City; and

WHEREAS, the City desires to use BLS’s Traffic and Safety Enforcement System to monitor speeding infractions in school zones, red light infractions at certain signalized intersections, and noise infractions in designated areas of the City, in order to issue traffic notices of violations, and to evaluate traffic movement and safety.

NOW, THEREFORE, the City and BLS, for the mutual considerations stated herein, agree as follows:

ARTICLE 1. BASIC AGREEMENTS

1.1 **INTRODUCTION.** Pursuant to Tennessee law, the City of Knoxville has the authority to issue citations for certain traffic and speed violations utilizing traffic control photographic systems (also referred to as “unmanned traffic enforcement cameras”) at certain designated system locations, so long as the City complies with the requirements of state and local law with regard to implementation of traffic enforcement cameras.

(A) **Traffic Control Enforcement Program.** The City of Knoxville currently utilizes traffic signal photo enforcement at a number of intersections, and desires the Contractor to

continue operating unmanned cameras at up to thirty (30) intersections specified by the City throughout the term of this Agreement.

- (i) Within sixty (60) days after deployment of 50% of Automated School Zone Speed Enforcement Cameras, the Contractor agrees to begin installation of the Traffic Signal Enforcement Program (APE Program) at each of the City's pre-existing functional camera intersections identified on Exhibit D, in accordance with the Contract Documents and in compliance of the applicable state and local laws.
- (ii) During the term of this Agreement, when any new intersections are identified to the Contractor in writing by the City, the Contractor agrees to install unmanned traffic cameras systems at these intersections, fully implementing and monitoring for Violations at these new intersections within ninety (90) days of receipt of the written notice.
- (iii) Throughout the term of this Agreement, should the City request the Contractor transfer its APE program and Equipment from one intersection to another, Contractor agrees to move the APE Camera and related Equipment at no direct cost to the City. Costs associated with moving APE Camera and related Equipment will be deducted from the gross receipts generated by the program.

(B) School Zone Speed Enforcement System. The City desires to increase pedestrian safety in the City through awareness and enforcement of speed limits within City school zones, utilizing unmanned radar and laser technology. In accordance with this Agreement, City and State law and the Contract Documents, the Contractor will implement a School Zone Speed Enforcement System (ASZE System), monitoring, detecting and recording speed violations within designated school zones utilizing up to 150 unmanned cameras.

- (i) Initially, the City anticipates identifying seventy-three (73) schools zones where the unmanned camera systems could be implemented, identified on Exhibit E, after conducting the appropriate traffic studies required by law. Upon receipt of a Notice to Proceed ("NTP") from the City, the Contractor agrees, within thirty (30) days, to commence installation of all the Equipment, cameras, personnel, and signage necessary to install these new School Zone Speed Enforcement Systems, at Contractor's cost, along with the back-office processing of citations and maintenance of the system in accordance with the Contract Documents. Contractor will also provide City personnel with the necessary training to issue the notices of violations, in accordance with the Contract Documents.
- (ii) During the course of this Agreement, the City may desire to add additional school zone locations, and the Contractor agrees to provide up to 150 cameras for monitoring school zones during the term of this Agreement.
- (iii) Throughout the term of this Agreement, should the City request that the Contractor move an ASZE System from one location to another, Contractor agrees to move the ASZE Camera and related Equipment at no direct cost to the City. Costs associated with movement of ASZE Systems will be deducted from gross receipts generated by the program.

(C) Motor Vehicle Audio Detection and Identification Program. The City desires the Contractor to provide the equipment, signage and services to implement a Motor Vehicle Audio Detection and Identification Program (MVAD Program) in accordance with the Contract Documents and any relevant state and local laws regarding the enforcement of noise violations. Upon execution, the Contractor agrees to commence installation of two (2) “Noise Cameras” and related signage and Equipment at designated locations on Gay Street, at the location identified on Exhibit F, (Noise Enforcement Zone) in downtown Knoxville, and train the appropriate City personnel so that they may issue appropriate notices of violations. Installation should be completed no less than ninety (90) days after execution of this Agreement. During the term of this Agreement, upon mutual agreement of the Parties, the Contractor agrees to install and monitor additional MVAD cameras and related Equipment at locations designated by the City.

1.2 CONTRACT DOCUMENTS. The executed Contract Documents will consist of the following:

- (1) This Agreement
- (2) City's Request for Proposals and Addenda, Exhibit A
- (3) Proposal submitted by BLS, dated December 11, 2024, Exhibit B
- (4) Correspondence between BLS and City Representatives from December, 2024 until April, 2025, Collective Exhibit C
- (5) Designated Intersection Approaches, Exhibit D
- (6) Designated School Zone Approaches, Exhibit E
- (7) Designated Noise Camera Enforcement Zones, Exhibit F
- (8) Scope of Services of BLS and Obligations of the Parties, Collective Exhibit G
- (9) Maintenance Responsibilities, Exhibit H
- (10) Compensation, and Pricing, Exhibit I
- (11) Additional Rights and Obligations, Exhibit J
- (12) Equipment and Signage Information, Exhibit K
- (13) Collection of Fines, Exhibit L

The Contract Documents are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on BLS shall control.

1.3 COOPERATIVE PURCHASING AGREEMENTS. This procurement process for this Agreement was conducted by the City of Knoxville through a fair and competitive Request for Proposals (RFP) process, in accordance with Tennessee law, specifically T.C.A. § 12-3-1205. This statute authorizes local governmental entities to participate in, sponsor, conduct, or administer cooperative purchasing agreements for goods, supplies, services, or equipment with other governmental entities, utility districts, or nonprofit corporations made up solely of government members. With the Contractor’s consent, other public

entities may use this Agreement. The Contractor will work directly with any public entity that chooses to do so.

That being said, the City of Knoxville, its officers, officials, and staff accept no responsibility for orders, payments, disputes, or any other transactions between the Contractor and participating entities, and assume no liability for any costs, damages, or claims arising from another entities use of this Agreement. While the City makes no representation regarding the availability of this Agreement for cooperative use, the Contractor may notify other public entities of its availability at its own discretion.

1.4 DEFINITIONS. In this Agreement, the words and phrases below shall have the following meanings:

- (A) “Authorized Officer” means any sworn officer designated by the Police Chief of the City to review Potential Violations and to authorize the Issuance of Citations in respect thereto.
- (B) “Authorized Violation” means each Potential Violation in the Violations Data for which authorization to issue a Citation in the form of an Electronic Signature is given by the Authorized Officer by using the Traffic Control and Safety Enforcement System.
- (C) “BLS Marks” means all trademarks registered in the name of BLS or any of its affiliates, such other trademarks as are used by BLS or any of its affiliates on or in relation to Traffic Control and Safety Enforcement System at any time during the Term of this Agreement, service marks, trade names, logos, brands and other marks owned by BLS, and all modifications or adaptations of any of the foregoing.
- (D) “BLS Project Manager” means the project manager initially appointed by BLS in accordance with this Agreement, or such person as BLS shall designate by providing written notice thereof to the City from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersection, School Zone and Noise Enforcement Zone Approaches and the implementation of the Traffic Control and Safety Enforcement System, and who shall have the power and authority to make management decisions relating to BLS’s obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- (E) “Citation” means the notice of a Violation, which is mailed or otherwise delivered by BLS to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- (F) “City” means the City of Knoxville, and each of its departments, divisions, agencies, boards and instrumentalities, and the City Court of the City of Knoxville.
- (G) “Confidential Proprietary Information” means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or

concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

- (1) Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
 - (2) Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
 - (3) Notwithstanding the foregoing, Confidential Proprietary Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be disclosed, specifically including The Tennessee Public Records Act, Tenn. Code Ann. §10-7-503, *et seq.*
- (H) "Designated Intersection Approaches" means the Intersection Approaches set forth on Exhibit A attached hereto, and such additional Intersection Approaches as BLS and the City shall mutually agree from time to time.
- (I) "Designated Noise Enforcement Zones" means the street areas set forth on Exhibit F attached hereto, and such additional Noise Enforcement Zones as BLS and the City shall mutually agree from time to time.
- (J) "Designated School Zone Areas" means the School Zones set forth on Exhibit E attached hereto, and such additional School Zones as BLS and the City shall mutually agree from time to time.
- (K) "Electronic Signature" means the method through which the Authorized Officer indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Traffic Control and Safety Enforcement System.

- (L) “Enforcement Documentation” means the necessary and appropriate documentation related to the Traffic Control and Safety Enforcement System, including but not limited to warning letters, Citation notices (using the specifications of the City), a numbering sequence for use on all Citation notices (in accordance with applicable court rules, if any), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Traffic Control and Safety Enforcement System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.
- (M) “Equipment” means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Traffic Control and Safety Enforcement System(s), including but not limited to all camera systems, back office computer systems, noise systems, housings, sensor arrays, laser and radar units, servers and poles.
- (N) “Fine” means a monetary sum assessed for a Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- (O) “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- (P) “Incident” refers to any violation of posted, enforceable traffic light, speed, or noise violation captured by the Traffic Control and Safety Enforcement System.
- (Q) “Installation Start Date” means the date on which BLS completes the construction and installation of the systems for all the (1) Intersection Approaches, (2) School Zone approaches, and (3) Noise Enforcement Zones in accordance with the terms of this Agreement so that each Intersection Approach, School Zone Approach, and Noise Enforcement Zone is operational for the purposes of functioning as part of the Traffic Control and Safety Enforcement System. There will be a separation Installation Start Date for each system.
- (R) “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any

- rights in any of the foregoing), of such Person.
- (S) “Intersection Approach” means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by BLS for the purposes of facilitating Traffic Control and Safety Enforcement System.
- (T) “Material Breach” means a breach of this Agreement that is so substantial that it defeats the purpose of the parties in entering this Agreement.
- (U) “Motor Vehicle” means every vehicle which is self-propelled, excluding motorized bicycles.
- (V) “Motor Vehicle Owner” means the person or entity identified by NLETS or other state vehicle registration office as the registered owner of a vehicle. Such terms shall also mean a motor vehicle lessee pursuant to a motor vehicle lease or rental agreement.
- (W) “Motor Vehicle Administration” (herein “MVA”) means information regarding a motor vehicle and/or motor vehicle owner derived from accessing a Criminal Justice Information (CJIS) database. Access to CJIS information may come from the State of the originating violation and other State or National driver and vehicle databases.
- (X) “Operational Period” means the period of time during the Term, commencing on the Installation Start Date for each System, during which the Traffic Control and Safety Enforcement System is functional in order to permit the identification and prosecution of Violations at the Designated Intersection, School Zone and Noise Enforcement Zone Approaches by a sworn police officer of the City and the issuance of Citations for such Authorized Violations using the Traffic Control and Safety Enforcement System.
- (Y) “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- (Z) “Police Project Manager” means the project manager appointed by the City in accordance with this Agreement, who shall be a sworn police officer and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Traffic Control and Safety Enforcement System, and who shall have the power and authority to make management decisions relating to the City’s obligations pursuant to this Agreement, including but not limited to change order authorizations (in consultation with the City’s Purchasing Agent), subject to any limitations set forth in the City of Knoxville City Charter, the City of Knoxville Code of Ordinances, or by the Knoxville City Council.
- (AA) “Potential Violation” means, with respect to any motor vehicle passing through a Designated Intersection Approach, Designated School Zone, or Noise Enforcement

Zone, the data processed and presented by the Traffic Control and Safety Enforcement System for the purpose of allowing the Authorized Officer to review such data and determine whether a Violation has occurred.

- (BB) “Program” means the scope of services covered by this Agreement and Contract Documents.
- (CC) “Proprietary Property” means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, processes, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- (DD) “Recorded Events” means photographic, electronic, digital, audio or video images of a motor vehicle recorded by an APE, NZE, or ASZE System and establishing a time sequence of the motor vehicle entering an intersection, school zone, or noise enforcement zone and noting its speed, its location at the time that the traffic signal turns red, or the decibel levels the vehicle is making, whichever is applicable to the violation.
- (EE) “School Zone” means a designated area near a school or school crosswalk with likely child pedestrian presence. It may include multiple or bi-directional travel lanes over a defined length. Typically one “school zone” refers to one side of a school, with up to four zones possible to cover all sides.
- (FF) “Start Date” means the date the first Citation is issued by BLS on behalf of the City of Knoxville.
- (GG) “Traffic Signal Controller Boxes” means the signal controller interface and detector, including but not limited to the radar, laser or video loop, as the case may be.
- (HH) “Traffic Safety Corridor” refers to a designated roadway segment (or Zone) identified through both quantitative data (e.g., crash hotspots, high violation rates, high traffic volumes) and qualitative community input, where serious crash risk, traffic violations, and public concern intersect. These corridors are part of a broader High Injury Network (HIN) and are prioritized for targeted interventions to reduce injuries and fatalities.

(II) “Traffic Control and Safety Enforcement System” means, collectively, the “Violation Processing System and all the Equipment, software, and clouds applications, back office processes and digital speed and traffic enforcement cameras, noise cameras, sensors, components, products, and other tangible and intangible property relating thereto which monitors, identifies and enforces Violations, including but not limited to, cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, laser, LiDAR, audio, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles. This Program consists of BSL implementing three different systems, as set forth below:

(1) “Automated Photo Enforcement System” or “APE System” means a digital, electronic system used to accurately detect and capture recorded events or video of motor vehicles committing a traffic infraction at a designated intersection approach. Generally, one or two cameras are installed in each location per system. At minimum, the system will consist 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. The APE System will be capable of measuring Violations and recording such Violation Data in the form of photographic and video evidence of motor vehicles, utilizing BLS’ unique hardware.

(2) “Automated School Zone Enforcement System” or “ASZE System” means a digital, electronic system used to accurately detect and capture recorded events or video of motor vehicles committing a speeding infraction in a designated school zone. Generally, the system will include placing multiple cameras in a designated area near a school or school crosswalk where there is likely child pedestrian presence, covering multiple or bi-directional travel lanes over a defined length. The camera count will be determined by conduction a traffic engineering study in accordance with Tennessee law, but at minimum, the System will consist of single beam, single lane Light Detection and Ranging (LiDAR) speed detection devices designed to detect the speed of each vehicle traveling through the school zone and to automatically produce photographs, video or digital images of each vehicle traveling over the speed limit in the designated area. The APE System will be capable of documenting Violations and recording such Violation Data in the form of photographic and video evidence.

(3) “Motor Vehicle Audio Detection and Identification System” or “MVAD System” means the process of installing and monitoring locations for violations of the City’s noise ordinance utilizing Equipment including but not limited to, photographic, video or electronica cameras to detect and identify excessive noise emanating from motor vehicles being operated within Noise Enforcement Zones within the City of Knoxville, and automatically producing Documentation (photographs, video or digital images and audio recordings and measurements of

any vehicle violating the provisions of Section 17-383 of the City Code. The system will consist of cameras, microphones, flashes, central processing units, signal controller interfaces, and detectors (including but not limited to loop, laser, radar, acoustic, or video-based technologies), which, collectively, are capable of measuring Violations and recording such Violation Data.

(JJ) “Violation” means any traffic, speed or noise violation contrary to the terms of the City of Knoxville Code of Ordinances.

(KK) “Violation Criteria” means the standards and criteria by which Potential Violations will be evaluated by sworn police officers of the City, which standards and criteria shall include, but are not limited to:

- i. For Traffic Signal Violations: the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations.
- ii. For School Zone Speed Violations: the location of the vehicle within the designated school zone and the speed of the vehicle at the time a Violation is deemed to have occurred, all of which shall be in compliance with all applicable laws, rules and regulations.
- iii. For Noise Enforcement Zone Violations: the location of the vehicle within the designated noise enforcement zone and the decibel level emanating from the vehicle in excess of the permissible level set forth in 17-383(c).

(LL) “Violations Data” means the images and other Violations data gathered by the Traffic Control and Safety Enforcement System at the Designated Intersection Approaches, Designated Noise Enforcement Zones, or Designated School Zones. Video images included as Violations Data shall be captured, stored and made available at a frame rate of no less than thirty (25) frames per second, in full color (except when IR is in use, particularly low to no light scenarios), provided however that close-up images of license plates may be in black and white.

(MM) “Violation Processing System” means the proprietary Internet-based citation processing program of BLS relating to the Traffic Control and Safety Enforcement System.

(NN) “Warning Period” means the thirty-day period of time determined by the Police Project Manager, during which period of time the Police Project Manager or his designee shall, through press releases to the media, advise the public that the BLS Traffic Control and Safety Enforcement System has been installed at a Designated School Zone, Noise Enforcement Zone, or Designated Intersection Approach and Citations will be issued through the Traffic Control and Safety Enforcement System on a date certain.

(OO) “Zone” means any single, two-lane thoroughfare where cameras are installed. Generally, one or two cameras are installed per zone.

- 1.5 TERM. The term of this Agreement (“Term”) shall commence upon the date of its full execution by the appropriate officials shown on the signature page and shall continue for five (5) years from the Start Date, as defined in this Agreement, with the option of renewing the Agreement for one (1) additional two-year extension, unless earlier terminated pursuant to the provisions of this Agreement.
- 1.6 SERVICES. At no cost to the City, BLS will support and provide a complete turnkey digital-only (where possible) Traffic Control and Safety Enforcement Program (comprised of Designated Intersections, School Zones and Motor Vehicle Audio Detection and Identification Programs) to the City, in accordance with the terms and provisions set forth in this Agreement and the Contract Documents. BLS shall provide maintenance and support services for the continued performance of the hardware, software, and other equipment installed at each Designated Intersection Approaches, School Zone locations, and Designated Noise Enforcement locations. At the City’s request, BLS also agrees to remove and dispose, at its sole cost, cameras and equipment upon termination of this Agreement. Removal of this equipment should occur within sixty (120) days of the City’s written request.

BLS shall further supply, install, maintain and support all hardware, software, and Equipment for additional Designated Intersection Approaches, School Zone locations and Noise Enforcement locations as agreed upon by the parties and in accordance with the Contract Documents. This all-digital Traffic Control and Safety Camera Enforcement Program will capture multiple still images and video, at locations that have been agreed upon by the City and as set forth in this Agreement or the Contract Documents. The Traffic Signal and Safety Camera Enforcement Program will include, but not be limited to: a complete citation processing system, utilizing BLS’ Violation Processing System, which includes citation printing and mailing, City Court staff training, expert witness testimony and other courtroom support, and a local customer service office.

(A) Analysis of Roadways. BLS agrees to perform an analysis on City-selected roadways to determine potential Violation rates and assess the most suitable locations for the APE, ASZE, and MVAD Systems. This analysis does not replace the state law requirement for a traffic study at new locations, which will be conducted by City Engineering.

(B) Installation. BLS will construct and install all Equipment for the APE, ASZE, and MVAD Systems at the Designated Intersection Approaches, Designated School Zone Approaches and Designated Noise Enforcement Zones. The City and BLS shall have the respective rights and obligations set forth in this Agreement and the Contract Documents attached hereto. Any and all drawings or design work from BLS submitted to the City of Knoxville with regard solely to the physical installation of BLS Equipment will become the property of the City of Knoxville and BLS agrees that it will not have any proprietary rights associated with said drawings or design work.

- (C) Maintenance. In accordance with this Agreement and the Contract Documents, BLS agrees to keep the APE, ASZE and MVAD Systems and all associated Equipment in good working order at no cost to the City.
- (D) Ownership of Violations Data. All Violations Data and data regarding Fines will become and remain the exclusive property of the City, and the City shall have access thereto at all times at no cost to the City. BLS reserves the right to use video and/or photos for the development and improvement of supporting systems. BLS shall not publicly disclose the Violations Data or privately disclose or use the Violations Data for any purposes whatsoever except as specified in this Agreement without the prior written consent of the City, except for information that:
1. is or becomes generally available to the public through no fault of BLS personnel;
 2. is required to be disclosed by law or by a court of competent jurisdiction.
- (E) Ownership of System. It is understood by the City that the System(s) and all associated hardware and software being provided by BLS are, and shall remain, the sole property of BLS unless separately procured by the City. The System(s) are being provided to the City only pursuant to the terms of this Agreement. The City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the System(s), nor infringe on any property or patent rights, nor cause or allow any other City to do any of the foregoing.
- (F) Radar Feedback Signs. At no cost to the City, BLS will provide and install radar feedback speed signs for the ASE System to be utilized in school zones where permitted by law and with municipality and/or agency approval. The signs will be installed at the discretion of BLS and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation, and obtaining any regulatory approval related thereto. BLS will only provide service/maintenance on the signs throughout the term of this Agreement.
- (G) Violation Processing. During the Operational Period, Violations shall be processed as follows, and each of the items below shall be at NO COST to the City:
- (1) All Violations Data shall be stored on BLS's CJIS compliant cloud system;
 - (2) The Traffic Control and Safety Enforcement System shall process Violations Data gathered from the Designated Traffic Control, School Zone, and Noise Enforcement Zone Approaches into a format capable of review by the Authorized Officer via the Traffic Control and Safety Enforcement System;
 - (3) The Traffic Control and Safety Enforcement System shall be accessible by the Authorized Officer through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed Internet connection and a web browser;

- (4) BLS shall provide the Authorized Officer with access to the Traffic Control and Safety Enforcement System for the purposes of reviewing the Violations Data within ten (10) business days of the suspected violation;
- (5) The City shall cause the Authorized Officer to review the Violations Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to BLS using the software or other applications or procedures provided by BLS on the BLS Traffic Control and Safety Enforcement System for such purpose, and BLS HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED OFFICER AND SHALL BE MADE IN SUCH AUTHORIZED OFFICER'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL BLS HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION OR TO CONTEST OR DISPUTE A CITATION DECISION MADE BY THE AUTHORIZED OFFICER;
- (6) With respect to each Authorized Violation, BLS shall print and mail a Citation within twenty (20) business days of the date of the occurrence of the violation; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
- (7) BLS shall provide a customer service office to be located within the city limits of the City of Knoxville with personnel available to answer citizen inquiries, accept payment from citizens, and display video recordings of potential violations, Monday through Friday from 8:00 a.m. to 4:00 p.m.;
- (8) BLS shall provide a toll-free telephone number for the purposes of answering citizen questions and concerns;
- (9) BLS shall permit the Authorized Officer to generate monthly reports using the BLS Standard Report System and the Authorized Officer will have access to any upgrades made to the BLS Standard Report System software/database in order to create additional standard reports that may not be in existence at the time of the signing of this Agreement;
- (10) Upon BLS's receipt of a written request from the City and in addition to the reports available as set forth in the Contract Documents, BLS shall promptly provide a proposal to the City for reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection, School Zone, or Noise Enforcement Zone Approaches and the functionality of the Traffic Control and Safety Enforcement System with respect thereto to the City in such format and for such periods as the City may reasonably request;
- (11) Upon the City's receipt of a written request from BLS, the City shall provide, without cost to BLS, reports regarding the prosecution of Citations.
- (12) During the term of this Agreement, and/or upon BLS's receipt of a written request from the City at least thirty (30) calendar days in advance of a court proceeding, BLS shall provide one or more expert witnesses for use by the

City in prosecuting Violations, and BLS agrees to discuss further expert witness support if necessary; and

- (13) During the term of this Agreement, BLS shall provide such training to police personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Traffic Control and Safety Enforcement System.

(H) Prosecution and Compensation. The City shall diligently prosecute Citations, and BLS shall have the right to receive the compensation set forth on Exhibit I attached hereto.

(I) Change Orders. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to BLS, setting forth in reasonable detail the proposed changes (a “Change Order Notice”). Upon BLS’s receipt of a Change Order Notice, BLS shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing terms set forth in Exhibit I (the “Change Order Proposal”), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City’s receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Intersection, School Zone, or Noise Enforcement Zone Approaches or the addition of Intersection or School Zone Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit I shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement.

- 1.7 CITY RESPONSIBILITIES. The City will be responsible for the Services set forth in Exhibits G and J to this Agreement. The City understands and agrees that certain aspects of BLS’s Services require the participation and cooperation of the City, without which BLS’s performance of the Services may be significantly impaired or delayed.

ARTICLE 2. LICENSE; RESERVATION OF RIGHTS

- 2.1 LICENSE. Subject to the terms and conditions of this Agreement, BLS hereby grants the City, and the City hereby accepts from BLS upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement: (a) to access and use the Traffic Control and Safety Enforcement System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Traffic Control

and Safety Enforcement System in connection therewith, (b) to use and display the BLS Marks on or in marketing, public awareness or education, or other publications or materials relating to the Traffic Control and Safety Enforcement System, so long as any and all such publications or materials are approved in advance by BLS, and (c) if the City chooses to do so, to disclose to the public that BLS is providing services to the City in connection with the Traffic Control and Safety Enforcement System pursuant to the terms of this Agreement and the Contract Documents.

- 2.2 RESERVATION OF RIGHTS. The City hereby acknowledges and agrees that: (a) BLS is the sole and exclusive owner of the Traffic Control and Safety Enforcement System, the BLS Marks, all Intellectual Property arising from or relating to the BLS Traffic Control and Safety Enforcement System, and any and all related Equipment, (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of the City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.
- 2.3 RESTRICTED USE. The City hereby covenants and agrees that it shall not (a) make any modifications to the BLS Traffic Control and Safety Enforcement System, including but not limited to any Equipment, (b) alter, remove or tamper with any BLS Marks, (c) use any of the BLS Marks in any way which might prejudice their distinctiveness, validity or the goodwill of BLS therein, (d) use any trademarks or other marks other than the BLS Marks in connection with the City's use of the BLS Traffic Control and Safety Enforcement System pursuant to the terms of this Agreement without first obtaining the prior consent of BLS, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the BLS Traffic Control and Safety Enforcement System, including but not limited to any Equipment, or to any Intellectual Property or Proprietary Property of BLS, or cause any other Person to do any of the foregoing.
- 2.4 PROTECTION OF RIGHTS. BLS shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of BLS, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the BLS Marks, the filing of patent applications for any of the Intellectual Property of BLS, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the BLS Marks or the Intellectual Property of BLS without the prior written consent of BLS.
- 2.5 INFRINGING USE. The City shall give BLS prompt written notice of any action or claim, whether threatened or pending, against the City alleging that the BLS Marks, or any other Intellectual Property of BLS, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the City shall render to BLS such reasonable cooperation and assistance as is reasonably requested by BLS in the defense thereof; provided, that BLS shall reimburse the City for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and BLS

determines, in the exercise of its sole discretion, that an infringement may exist, BLS shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

ARTICLE 3. REPRESENTATIONS, WARRANTIES AND LIMITED LIABILITY

3.1 BLS REPRESENTATIONS AND WARRANTIES.

- (A) Authority. BLS hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- (B) Professional Services. BLS hereby warrants and represents that any and all services provided by BLS pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the BLS School Zone Speed, Red Light and/or Noise Enforcement System, subject to applicable law, in compliance with all specifications provided to BLS by the City.
- (C) Equipment and Materials. BLS warrants that all equipment, hardware, materials and components provided under this Agreement and Contract Documents shall be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of delivery and acceptance by the City.
- (D) Replacement and Maintenance. During the term of this Agreement, BLS shall, at its sole expense and within a commercially reasonable timeframe, repair or replace any defective Equipment, including but not limited to, any products, parts, or components that fails to meet the warranty standard. Replacement products or parts shall be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.
- (E) Exclusions. BLS does not warrant the following:
 - a. Improper installation not performed by BLS or its authorized agents,
 - b. Misuse, neglect, accident, or unauthorized modifications,
 - c. Failure to follow BLS's written instructions for maintenance or operation,
 - d. Damage caused by environmental conditions, power surges, or acts of God.
- (F) Warranty Claim Process. All warranty claims must be submitted in writing to BLS within thirty (30) days of the discovery of the defect. The City shall provide reasonable access to the affected Equipment and shall cooperate with BLS in facilitating repair or replacement.

- (G) No Waiver of Remedies. The warranty is in addition to, and does not limit, any other rights or remedies available to the City under this Agreement or applicable law.

3.2 CITY REPRESENTATIONS AND WARRANTIES.

- (A) Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- (B) Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner.

- 3.3 LIMITED LIABILITY. Except as it relates to the Indemnification Clause below, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however, caused and on any theory of liability arising out of or relating to this Agreement.

**ARTICLE 4.
TERMINATION**

- 4.1 TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time, with or without cause and without penalty or recourse, by giving written notice to BLS at least ninety (90) days before the effective termination date. BLS shall discontinue all services immediately upon receipt of written notice of termination. Other than the compensation set forth in Exhibit I, BLS will be entitled to receive as its sole and exclusive compensation the amount due to BLS for violations that have been paid prior to the effective termination date. In case of Termination for Convenience, BLS will continue to receive any future fees, profits, or other compensation or payments which BLS would have been entitled to receive if the Agreement had not been terminated for violations issued prior to termination. BLS shall deliver to the City all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.
- 4.2 TERMINATION FOR MATERIAL BREACH OR OTHER CAUSE. The City reserves the right to suspend or terminate this Agreement immediately if BLS commits any Material Breach of any of the provisions of this Agreement, and said breach is not remedied within thirty (30) calendar days (or within such other time period as the City and BLS shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the Purchasing Agent setting forth in reasonable detail the events which

caused the breach. Furthermore, the City may declare BLS ineligible for any further participation in City contracts. If this Agreement is terminated by the City for cause, BLS shall not receive any additional compensation other than the amount due to BLS for violations that have been paid prior to the effective termination date.

Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) federal or state statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems; (ii) the City's ordinance authorizing automatic red light enforcement is modified or repealed; (iii) any court having jurisdiction over the City rules, in any case, that results from the BLS School Zone Speed, Red Light and/or Noise Enforcement System of photo red light enforcement are inadmissible in evidence, or that the use of photo red light enforcement is illegal or unauthorized.

- 4.3 TERMINATION BY LEGISLATION. If the law is changed to prohibit or substantially interface with the operation or feasibility of any of the APE, ASZE, or MVAD Systems, or the parties' obligations under this Agreement, parties may agree to (a) renegotiate the contract or (b) terminate the contract for cause. Notwithstanding any provision to the contrary, this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the APE or ASZE System(s) or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the APS or ASZE Systems or the enforcement of the underlying infractions shall also automatically terminate this Agreement. If this Agreement is terminated by the City due to a change in the law, BLS shall receive the compensation due to BLS for violations that have been paid prior to the effective termination date.

- 4.4 PROCEDURES UPON TERMINATION. Upon termination of this Agreement for any reason, the parties recognize that BLS and the City will use their best efforts to continue processing any pending and legitimate traffic law violations. However, all image capture activities provided by BLS under this Agreement shall cease immediately. With regard to Violations pending at the time of termination, BLS and the City shall be entitled to their share of all fines specified in Exhibit I to this Agreement as if the Agreement were still in effect.

Additionally, the termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in this Section 4.4 and in Section 4.7, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate.

Furthermore, BLS shall (i) cease any work in connection with the construction or installation activities and services in connection with the Traffic Control and Safety Enforcement System, (ii) promptly deliver to the City any and all Proprietary Property or Confidential Proprietary Information of the City provided to BLS pursuant to this Agreement, (iii) promptly deliver a final report to the City regarding the collection of data and the issuance of Citations in such format and for such periods as the City may reasonably request, and which final report BLS shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to the City a

final invoice stating all fees and charges properly owed by the City to BLS for work performed and Citations issued by BLS prior to the termination, and (v) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement.

With the exception of activities necessary to complete processing and litigating any pending Violations, the City shall (i) immediately cease using the Traffic Control and Safety Enforcement System, accessing the Traffic Control and Safety Enforcement System and using any other Intellectual Property of BLS, and (ii) promptly release to BLS any and all Proprietary Property of BLS provided to the City pursuant to this Agreement.

- 4.5 EQUIPMENT TO BE REMOVED BY BLS UPON TERMINATION OF AGREEMENT. BLS shall, within 60 days of the effective termination date of this Agreement, and at BLS's sole expense, commence the removal of any and all Equipment of BLS installed in connection with BLS's performance of its obligations under this Agreement, and BLS shall restore the Designated Intersection, School Zone and Noise Enforcement Zone Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement, including fixed installations such as trenched cabling and/or permanent structures such as concrete bases. Concrete bases will be demolished to twelve (12) inches below grade, unless otherwise agreed upon by the City. If BLS fails to commence the removal of Equipment within 60 days of the effective termination date of this Agreement, the City may charge monthly rent to BLS, and BLS agrees to pay said rent, for a period no longer than three (3) months. The monthly rent shall be determined by using the total revenue for each specific approach for the past year divided by twelve. If the approach has been in place for less than twelve full months, the denominator for computing the average shall be the maximum number of full months of operation. Should the rent be for less than a full month, a daily rental rate shall be the monthly rate divided by thirty (30).

At the conclusion of the three-month rental period, should BLS still have failed to remove said Equipment, the Equipment shall immediately become the property of the City.

- 4.6 OWNERSHIP OF EQUIPMENT TO BE TRANSFERRED TO THE CITY IN THE EVENT OF DEFAULT BY BLS. In the event this Agreement is terminated by the City pursuant to Section 4.2 hereof by reason of a Material Breach by BLS, upon such termination all of the Equipment installed by BLS during the term of this Agreement shall be removed by BLS within sixty (60) calendar days of the date of the termination. Failure to remove said Equipment within sixty (60) calendar days will result in the Equipment becoming the property of the City, and BLS shall execute any documents necessary to evidence ownership of the Photo Enforcement Equipment in the City, including but not limited to bills of sale. In addition, the City shall be entitled to pursue any other remedies for a Material Breach to which the City may be entitled.
- 4.7 SURVIVAL. Notwithstanding the foregoing, the definitions set forth in Article 1.4, and each of the following provisions shall survive the termination of this Agreement: Articles 3, 5, and 6, and the rights and obligations therein, set forth in this Agreement which either

by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

ARTICLE 5. CONFIDENTIALITY

No information provided by BLS to the City will be of a confidential nature unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed to be contrary to the terms and provisions of the Tennessee Public Records Act, Tenn. Code Ann. §10-7-503, *et seq.* (the “Act”) insofar as it may be applicable. The City agrees to provide BLS an opportunity to redact proprietary and/or confidential information pertaining to trade secrets and/or sensitive operations before releasing information complying with the records request, however BLS agrees to make said redactions within three (3) business days or less, so that the City is able to respond to any requestor in accordance with the timeframes set forth in the Act. Furthermore, BLS understands and agrees that it will defend the City, at BLS’s cost, should the City be required to defend said redactions in a court of law.

Except as required by law, during the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Proprietary Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all marked Confidential Proprietary Information of such party. To the extent permitted by law, each party shall retain in confidence and not disclose to any third party any Confidential Proprietary Information without the other party’s express written consent, except (a) to its employees who are reasonably required to have the Confidential Proprietary Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Proprietary Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, or (d) pursuant to a lawful request under the laws relating to public records, and specifically including the provisions of the Tennessee Public Records Act, Tenn. Code Ann. §10-7-503, *et seq.*

Notwithstanding the foregoing, BLS agrees that all relevant information obtained by BLS through the operation of the APE and/or ASZE and/or ANE System(s) shall be made available to the City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation/Liability or the fulfillment of BLS's obligations to City under this Agreement.

ARTICLE 6. INDEMNIFICATION

INDEMNIFICATION BY BLS. BLS 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 BLS in performance of this Agreement or from BLS' 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.

BLS 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 BLS 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. BLS 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 BLS may request. BLS 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.

BLS 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.

ARTICLE 7. NOTICES

NOTICES. Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

Notices to BLS:

Mark Hutchinson, CEO
Blue Line Solutions, LLC
4409 Oakwood Drive
Chattanooga, TN 37416
mark@bluelinesolutions.org
423-333-0490

Notices to the City:

Paul Noel, Chief
1650 Huron Street
Knoxville, TN 37917
(865) 215-7229

City of Knoxville
City Department of Engineering
3131 Morris Avenue
Knoxville, Tennessee 37909
865-215-6100

City of Knoxville
Penny Owens
Purchasing Agent
City/County Building
400 Main Street
P.O. Box 1631
Knoxville, Tennessee 37901

With a copy to:

Mark Parker, Director
Information Services Divisions
P.O. Box 1631
Knoxville, Tennessee 37901
865-215-2524

City of Knoxville Law Department
P.O. Box 1631
Knoxville, Tennessee 37901
865-215-2050

**ARTICLE 8.
ETHICAL STANDARDS**

BLS 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) Sec. 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 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 therefor, 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 a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other 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) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, 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) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. 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) Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) *Representation of BLS.* 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) Sec. 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.

ARTICLE 9. NON-DISCRIMINATION

BLS hereby agrees that it:

- A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
- B. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;
- C. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;
- D. Will include these provisions in every subcontract or sublease let by or for it;

ARTICLE 10. INSURANCE

BLS shall 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:

1. **Commercial General and Umbrella 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 BLS 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, BLS's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of BLS'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.
2. **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 BLS.
3. **Workers' Compensation Insurance:** BLS 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. BLS 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 BLS's workers' compensation insurance coverage.
4. **Cyber Liability Coverage:** BLS shall maintain Cyber Liability Insurance (also referred to as Network Security and Privacy Coverage) 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 shall 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 three (3) subsequent annual renewals after the contract is complete.

5. **Professional Liability Coverage:** *(including Errors & Omissions)*. BLS shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this contract with limits of \$2,000,000. Coverage for contingent bodily injury and property damage should be included or endorsed onto the policy. If the coverage is written on a claims-made form:
- a. The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
 - d. A copy of the claims reporting requirements must be submitted to the City for review.
6. Other Insurance Requirements. BLS shall:
- a. 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.
 - b. Upon the City’s request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. A policy will only be requested after the City’s Risk Manager has reviewed the contract and proof of coverage has not been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
 - c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - d. 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.
 - e. If BLS cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, BLS 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.

- f. 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 BLS's insurance) in the same manner as specified for BLS. BLS 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 will require proof of financial ability as determined by the City.

Waiver of Subrogation Required. The cyber liability and technology errors and omissions insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by BLS 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 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.

ARTICLE 11. MISCELLANEOUS

- 11.1 INDEPENDENT CONTRACTOR. BLS and its agents and employees shall perform all work and render all services as an independent contractor; neither it nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.
- 11.2 ASSIGNMENT. BLS shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's Systems, Equipment, and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or

pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

- 11.3 SUBCONTRACTS TO THE AGREEMENT. Other than the subcontractors set forth in this Agreement or its Contract Documents, BLS shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 11.4 WRITTEN 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 this Agreement.
- 11.5 REQUIRED APPROVALS. Neither BLS nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 11.6 ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 11.7 SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this 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.
- 11.8 FEDERAL, STATE AND LOCAL REQUIREMENTS. The Parties are responsible for full compliance with all applicable federal, state, and local laws, rules and regulations. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement. In accordance with Tennessee Code Annotated § 55-8-108(n), the parties agree that this Agreement shall conform to any applicable revisions of state law.
- 11.9 BOYCOTT OF ISRAEL. BLS certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel.
- 11.10 NO BENEFIT FOR THIRD PARTIES. The services to be performed by BLS pursuant to this 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 this Agreement. No such person or entity shall be entitled to rely on BLS' performance of its services hereunder, and no right to assert a claim against the City or BLS, 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.

- 11.11 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 this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 11.12 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.
- 11.13 AUDIT RIGHTS. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid payments due under this Agreement by more than twenty five percent (25%) of the amount actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, the non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

- 11.14 WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.15 EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.
- 11.16 COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.17 EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.
- 11.18 GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.
- 11.19 ENTIRE AGREEMENT. This Agreement forms the entire Agreement between the City and BLS. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect

IN WITNESS WHEREOF, the City and Blue Line Solutions, LLC. have caused this Agreement to be executed in two (2) copies on the day and year first written below.

APPROVED AS TO FORM:

CITY OF KNOXVILLE

CHARLES W. SWANSON
LAW DIRECTOR

BY: _____
INDYA KINCANNON
MAYOR

DATE: _____

FUNDS CERTIFIED:

BLUE LINE SOLUTIONS, LLC.

BOYCE EVANS
FINANCE DIRECTOR

BY: _____
PRESIDENT & CEO

Exhibits:

Exhibit A:	City's Request for Proposals and Addenda
Exhibit B:	Proposal submitted by BLS, dated December 11, 2024
Exhibit C:	Correspondence between BLS and City from 12/24 until 5/25
Exhibit D:	Designated Intersection Approaches
Exhibit E:	Designated School Zone Approaches
Exhibit F:	Designated Noise Camera Enforcement Zone
Exhibit G:	BLS and City Obligations and Scope of Work
Exhibit H:	Maintenance Responsibilities
Exhibit I:	Compensation, and Pricing
Exhibit J:	Additional Rights and Obligations
Exhibit K:	Equipment and Signage Information
Exhibit L:	Collection Procedures for Fines

**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

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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:

<u>not less than</u>	<u>nor more than</u>
----------------------	----------------------

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.

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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.

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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)

ADDENDUM NO. 1

DATE: October XX, 2024

TO: All Potential Proposers

FROM: Penny Owens, Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. 1 – RFP Automated Traffic Camera Enforcement

PROPOSAL DUE DATE: October 29, 2024** at 11:00:00 am (Eastern)

This addendum is published to respond to questions and to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as noted below.

CLARIFICATIONS

ITEM #1 Postponement of Proposal Due Date:** To allow adequate time to provide more details in response to questions received, the due date for proposals is hereby postponed to **November 21, 2024 at 11:00:00 am (Eastern)**.

ITEM #2 Postponement of Deadline for Questions: The deadline for questions due to the Purchasing Agent is hereby postponed to **November 11, 2024**.

Question #1: Can a vendor respond without the Automated Noise Enforcement scope, or must the same vendor provide all services?

Response: While the City's preference is a turn-key solution for all services, a vendor may respond without the Automated Noise Enforcement scope.

Question #2: Since there are 46 school zones, is it safe to assume the City wants to enforce both directions of travel in each school zone, meaning that if a vendor requires 1 camera to enforce each direction of travel, then the City would be looking to install 92 cameras and the City just rounded up to 100 speed zone cameras? Isn't the City currently enforcing Red-Light/traffic signal 28 approaches today? Is the City looking to reduce that to 25, per the RFP instructions?

Response: This City is not necessarily looking install 100 speed zone cameras or reduce to 25 signal cameras. The RFP on page 10 "Pricing Proposal" states to assume those numbers for pricing your proposal. The scope (page 9) for traffic signal enforcement indicates monitoring of up to 30 cameras and for the school zone speed cameras monitoring of up to 150 cameras.

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

DATE: November 15, 2024

TO: All Potential Proposers

FROM: Penny Owens, Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. 2 – RFP Automated Traffic Camera Enforcement

PROPOSAL DUE DATE: November 21, 2024** at 11:00:00 am (Eastern)

This addendum is published to respond to questions and provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as noted below.

CLARIFICATION #1 - Postponement of Proposal Due Date: The due date for proposals is hereby postponed until **December 3, 2024 at 11:00:00 am (Eastern)** allowing time to complete responses to all questions with Addendum No. 3 to be issued.

CLARIFICATION #2 – Postponement of Question Deadline: The due date for questions is hereby postponed until November 21, 2024.

CLARIFICATION #3 – Addition of Section to Contract Requirements: Section 6.24 is hereby added, as follows. **6.24 Changes in State Law.** The Contractor shall agree the contract and any subsequent contract renewals will conform to any changes in state law in accordance with T.C.A. § 55-8-198(n).

Question #1: Will the City consider a reasonable cap/limit of liability? The language as written, appears to offer unlimited liability meaning the City expects the vendor to indemnify the City against all losses even if those losses exceed the value of the contract.

Response: The required indemnification language listed in the RFP is the City's standard requirement that the winning proposer is expected to sign. While you may take exceptions to the language in your response (on the provided form), exceptions that the City cannot except may result in rejection of your proposal.

Question #2: Can the City please clarify their interpretation of "notice to proceed" (NTP)? Is NTP the same as the contract signature date or is NTP the same as receiving permit approvals and then issuing the NTP. Becoming fully operational 60 days from NTP could be challenging, if not impossible, for any vendor other than the incumbent to meet.

Response: The interpretation of “notice to proceed” is a separate document issued after the execution of the contract. Given the anticipation of the need for time to obtain permits and equipment, the City envisions issuing the notice to proceed in a time frame that allow for obtaining permits.

Question #3: If the City decides to add additional systems near the end of the term, will the City consider either extending the term or agree to renegotiate pricing so the vendor can recover sunk costs associated with equipment and construction, even if there is limited term remaining?

Response: The City may not be able to agree to an extension of the term but the City would consider a tiered pricing approach in the proposal to allow for late term additions.

Question #4: Does the City want Proposers to submit both electronically AND via hard copy or are Proposers free to choose which option works best for them?

Response: No, the City does not want Proposers to submit both electronically and via hard copy. The preferred method is electronically through our website but Proposers are free to choose either option.

Question #5: Can the City please clarify that legislation is needed to enforce noise violations with an automated system and that legislation does not currently exist at the state level? Does the City anticipate legislation allowing for this type of enforcement will be passed in the near future?

Response: There will need to be legislation (City Council action only) to authorize automated enforcement of noise violations. There is no state statute authorizing or prevent use of automated enforcement for noise, and as with red light cameras (which were introduced here before any state legislation), it remains our position that, in the absence of state law requiring authorization, the City’s inherent police powers allow it to authorize automated enforcement.

Question #6: Is the Contractor allowed to pull power from an existing source, such as a traffic controller or light pole? If so, would the contractor be responsible for paying the monthly electrical cost associated with running the equipment and if so, would the contractor need to install a power meter?

Response: No, power for enforcement cameras may not be pulled from City traffic signals or streetlights. Existing red-light cameras have their own power drop and meter. The only connection to City equipment is line voltage indicators attached to signal wires in order to detect which color is active. Power connections will need to be coordinated with KUB or LCUB.

Question #7: Can the City confirm that traffic studies are only needed for new locations and not required for existing, such as the existing red-light approaches?

Response: State law requires that “[p]rior 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.” TCA 55-8-198(g). Our interpretation has been that the statute requires a traffic study only when a camera system is placed at a location or an approach where there is no currently operating camera system; in other words, a camera system replacing an existing camera system at the same location and approach would not require a new traffic study.

Question #8: Are there any new permits or approvals required if the Contractor needs to perform additional construction in order to retrofit existing sites? Is the Contractor allowed to attach to existing infrastructure for both the red-light and school zone speed installations if available? Is any of the existing infrastructure (poles, pole bases, etc.) owned by the current vendor?

Response: All work, including retrofit plans review, shall be coordinated with the City's Transportation Systems Manager. Contact RoadClosures@knoxvilletn.gov for any work that requires a temporary traffic control permit. Any excavation, tree cutting or trimming, construction, or installation within public rights-of-way requires a Right-of-Way Permit from the City of Knoxville Engineering Department. Contact Tony Vandergriff, TVandergriff@knoxvilletn.gov, for additional information and assistance. All work shall conform to applicable electrical codes except when City Standards supersede. Contractor to obtain their electrical permit from City of Knoxville Plans Review & Inspections, bldginspections@knoxvilletn.gov. Attachments to existing infrastructure will be reviewed on a case-by-case basis.

Question #9: Can this City please explain the possible use case for this requirement? “Indicate the ability to upload images from violations to the Axon platform Evidence.com.”

Response: The City currently utilizes the platform for storage of digital evidence. Proposal should indicate the image format to allow the City to confirm compatibility.

Question #10: Can the City please provide an estimate of the number or ratio of fixed systems vs. portable speed zone enforcement cameras?

Response: This is unknown at this time and will depend on the results of the traffic studies. All current signal enforcement cameras are fixed.

Question #11: May we have a copy of the current contract?

Response: Yes, please find a copy of the current agreement attached.

Question #12: For the Matrix, we noticed there were some incomplete sentences and we wanted to clarify the correct information for the following cells:

- 1) Section 3, Row 20
- 2) Section 3d, Row 27 reads “and” then nothing else
- 3) Section 7F, Row 66
- 4) Section 10c, Row 98

Response: 1) Section 3, Row 20 is an affirmation that the Contractor will cooperate with the City to provide information needed about the system to provide awareness to the public, as stated in the first paragraph of Section 3.

2) Section 3d, Row 27 is hereby corrected to read, “Contractor will assist the City with the content and design of public education materials to be funded by the City and implemented by the City”

3) Section 7F, Row 66 reads, “Contractor will provide the retrieval of archived information within 3 business days of a request for retrieval.” The proposer is expected to either confirm this or not.

4) Section 10c, Row 98 reads, “Contractor will provide City with a monthly activity report within ten (10) days following the end of the month.” The proposer is expected to either confirm this or not.

Question #13: It is our understanding that “full motion video” only relates to red-lights and still photos only relate to speed violations. Is this presumption correct? If not, can the City please elaborate on this requirement?

Response: This is correct, however, for evidentiary purposes, full motion video would enhance the ability to enforce the speed violations.

Question #14: Please clarify the Cities’ definition of “modular in construction”

Response: The City defines this as meaning the different parts of the units are easily assembled and easily maintained to reduce the construction time or repair time needed in the installation locations.

Question #15: Please clarify if the Automated School Zone program requires both Radar and LiDAR.

Response: The City did not set a preference. Proposers may offer one or options for both, with a preference to the method that offers the most accurate data.

Question #16: “The contractor will be responsible for performing a traffic study prior to installing school zone speed camera as required by city and state code.” – The law referenced states the vendor will not be allowed to conduct the traffic engineering study or participate in the selection. Can the City please confirm if this is an error, or two different subjects?

Response: That is an error. The winning proposer cannot conduct or participate in the traffic engineering study per T.C.A. § 55-8-198.

Question #17: The RFP contains three (3) Programs: Automated Traffic Signal Enforcement, Automated School Zone Speed Enforcement, and Automated Noise Enforcement. Should revenue from all programs be processed, billed and reported on separately, or all together?

Response: The revenue from all programs may be processed and billed together, provided the reporting delineates the performance and revenue for each program separately.

Question #18: Does the City have a preference for “stand alone power”?

Response: Yes, see response to Question 7 above.

Question #19: Can the City please define, or elaborate on their definition of “expandable system”?

Response: Expandable means the ability to increase or decrease the number of cameras as well as move cameras dependent on the traffic study and enforcement efforts.

Question #20: Does the City have any specific requirement or list for “Approved Engineering Standards”?

Response: Approved standards that are applicable to the City's operation of traffic signals include: 1.) Latest Manual on Uniform Traffic Control Devices (MUTCD), 2.) Latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 3.) Any and all City of Knoxville standards for traffic control, erosion prevention and sediment control, sidewalk, etc., 4.) Any and all applicable TDOT standards that are more stringent than COK and current edition of TDOT Standard Specifications for Road and Bridge Construction, 5.) Any applicable KUB or LCUB electrical standards/details

Question #21: Are red light enforcement citations also expected to monitor/report speed of vehicle, during time of red-light infraction?

Response: Yes.

Question #22: Can the City please elaborate on, and / or give examples that fulfill this requirement? “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.” (Q25 online)

Response: List any quality standards the equipment may meet, such as IEEE Standards Association, the Radar Quality Index, the standards listed in the response to question 23 above, the International Organization for Standards (ISO), etc.

Question #23: Can you give us more information on the noise cameras program - The Click through does not work.

Please find details here:

https://www.knoxvilletn.gov/government/city_departments_offices/policy/noise_camera

Response: Me

Question #24: Can you give us data on the pilot program?

Response: Please find details here:

https://www.knoxvilletn.gov/government/city_departments_offices/policy/noise_camera

Question #25: Are you expecting the vendor to use these cameras, or can we offer other options?

Response: Equivalent models may be proposed.

Question #26: Can you give us more information on the purchase of the systems, has the city already purchased these systems?

Response: No, the City did not purchase a camera during the trial.

Question #27: Is the vendor expected to process the violations using the Intelligent Instruments cameras?

Response: The proposer may offer to use Intelligent Instruments cameras or an equivalent that can provide the same or better data.

Question #28: Has the noise camera vendor agreed to integrate with the vendor's back office?

Response: The proposers are required to negotiate any arrangements with the noise camera provider.

Question #29: Can you provide us with your contact within Intelligent Instruments.

Response: The contact information is available here: <https://soundvue.com/contact-us>

Question #30: What would be the number of transportable vs fixed cameras for School Zone Speed? and how often would they want to move them?

Response: See response to Question #11 above.

Question #31: What kind of content is needed to be included in the informational pamphlets and brochures? Should these be hard copy brochures or just a paper copy? Should they go out with just 1st notices, or every mail being sent out? Should they be color? Please provide any further detail pertaining to these informational pamphlets and brochures

Response: A paper copy will suffice and will contain information detailing the fines associated with the program, timelines for paying citations. These will be sent with the warning citations sent during the grace period following new installation.

Question #32: Could the City clarify **Requirement 9e**, "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" - could the City share what services they may anticipate?

Response: Nothing is currently anticipated at this point but this would include the opportunity for additional automated traffic camera enforcement as code or law allows.

Question #33: We can offer a tiered pricing structure in which the price to the City decreases over the life of the contract. Will the City consider this pricing structure?

Response: Yes, the City would be open to a tiered pricing structure.

Question #34: The RFP mentions in the red light section (page 9):

"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."

What is the anticipated timeline for speed?

Response: The section of the RFP entitled "Automated School Zone Speed Enforcement Program" is hereby revised to include the following:

"The Automated School Zone Speed Enforcement Program involves the monitoring of up to 100 approaches as specified by the City. The City anticipates a phased in approach to implementation of the program, issuing a notice to proceed for multiple stages of implementation following completion of a traffic study to determine locations. The City expects the contractor to implement a fully operational program within 180 days from receipt of the "notice to proceed," for Automated School Zone Speed Enforcement camera implementation. Proposals should include a proposed implementation plan to install up to 100 cameras. 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."

Question #35: Will there be a warning period for red light? If so, for how long?

Response: Yes, see Section III.9.f of the RFP

Question #36: Will there be a warning period for speed? If so, for how long?

Response: Yes, see Section III.9.f of the RFP

Question #37: For the items in the overview sections (pages 4-10) that are also on the spreadsheet, is the expectation that only the spreadsheet response be included? If so, what is the expected response for items such as 1)h):

*“Contractor will **describe** how they will monitor systems to determine operational usage and system outages.”?*

Response: The proposers are expected to complete the spreadsheet and may include a written narrative to describe their proposed program with the proposal.

Question #38: 7)a) of the scope states:

“The Contractor shall keep true and accurate records of revenue and expenses, making a clear distinction between the type of fees collected...”

Can you please explain what is meant by the type of fees collected?

Response: The fees include the citation of \$50, the late fee of \$68 to cover court costs (of which all goes to the City), and the Contractor may include fees for collection costs (Section III.4 of the RFP).

Question #39: Does the City anticipate going live with 100 speed cameras at the same time, or will the City deploy the program like most large programs and launch cameras in stages for a better experience, improved public awareness, and to expedite the start of the program?

Response: Yes, see response to Question #38 above.

Question #40: What are the reasons for the dramatic variation in red light citations issued from 2021 to 2023 (i.e., +20K then -26K)?

Response: The data for the number of citations was incomplete. Total number of citations in 2023 was 64,195.

Question #41: What are the current penalties for late and non-payment on red light?

Response: The current penalty is \$68, all of which goes to the City to cover court costs.

Question #42: Does the citation need to be printed in black and white or color? If the first notice is printed in color, can the second notice be printed in black and white?

Response: The preference is for both first and second notice to be printed in color, which occurs with the current program.

Question #43: What are the specific requirements of the traffic studies?

Response: Per the State statute, a traffic engineering study is required for any new camera location: 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.

Question #44: The City requests that the walk-in facility be centrally located. Could you please specify the geographic boundaries for this?

Response: The City has no set boundaries but would prefer a location as close to the City center, as possible. The current office is located on E. Hill Avenue.

Question #45: Is there any way that the noise camera aspect could be separated or if we could bid directly for it?

Response: While the City prefers all three camera programs be integrated, the City is open to receiving proposals that only include the Noise Camera Program, provided the program includes the back office support and processing of citations required by the RFP. The City does not have staffing to manage that piece of the program.

Question #46: In the RFP, the City has wisely offered to accept several fee options that might best benefit the City. Will the City also consider additional pricing options that may benefit the city?

Response: Yes, the city is open to options that benefit the City.

Question #47: Since you have an existing program, will there be a warning period for red light? If so, for how long?

Response: There will not be a warning period for cameras in existing locations but the City will have a warning period for red light per Section III.9.f of the RFP.

END OF ADDENDUM NO. 2

ADDENDUM NO. 3

DATE: November 21, 2024

TO: All Potential Proposers

FROM: Penny Owens, Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. 3– RFP Automated Traffic Camera Enforcement

PROPOSAL DUE DATE: December 3, 2024 at 11:00:00 am (Eastern)

This addendum is published to respond to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as noted below.

CLARIFICATION #1 – Alignment of System Dates with Addendum No. 2: This addendum corrects the dates in the online system to match those published in Addendum No. 2 as follows:
Proposal Due Date: December 3, 2024 at 11:00:00 am (Eastern)
Question Deadline: November 21, 2024

END OF ADDENDUM NO. 3

ADDENDUM NO. 4

DATE: December 2, 2024

TO: All Potential Proposers

FROM: Penny Owens, Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. 4– RFP Automated Traffic Camera Enforcement

PROPOSAL DUE DATE: December 3, 2024 ***at 11:00:00 am (Eastern)

This addendum is published to respond to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as noted below.

Clarification #1: Postponement of Due Date for Proposals*:** The due date for proposals is hereby postponed until December 12, 2024 at 11:00:00 am (Eastern).

Question #1: Can the City please provide a list of the 46 schools it intends to install equipment at? A Google search returns a possible 94 schools. The list of schools may help identify possible infrastructure that could be used.

Response: The City currently maintains school zone flashers in the following school zones in the City. This list may not be exhaustive of all schools in the City limits but would be options for placement of school zone speed cameras.

Apostolic School
Austin East High
Bearden Elementary
Bearden High
Bearden Middle
Beaumont Elementary
Belle Morris Elementary
Catholic High
Central High
Chilhowee Elementary
Christenberry Elementary
Dogwood Elementary
Emerald Academy
Fountain City Elementary
Fulton High
Garden Montessori
Green Elementary

Gresham Middle
Holston Middle
Inskip Elementary
Lonsdale Elementary
Maynard Elementary
Mooreland Heights Elementary
Northshore Elementary
Northwest Middle
Norwood Elementary
Pleasant Ridge Elementary
Pond Gap Elementary
Richard Yoakley Alternative
Ridgedale Elementary
Rocky Hill Elementary
Sacred Heart Cathedral
Sarah Moore Green Elementary
Sequoyah Elementary
Shannondale Elementary
South Doyle Middle
South Knoxville Elementary
Spring Hill Elementary
St. Joseph School
Sterchi Elementary
Vine Middle
West Haven Elementary
West High
West Hills Elementary
West View Elementary
Whittle Springs Middle

Question #2: Will each location need to have the ability to integrate into Flock? If so, please describe the necessary functionality.

Response: Yes, each location will need to have the capability to integrate with our LPR vendor cameras, currently provided by Flock. The necessary functionality would be for the camera to function as an LPR camera by integrating with the LPR vendor system.

Question #3: Please provide invoices for the past year.

Response: Please find invoices for October 2023 through October 2024 for attached.

END OF ADDENDUM NO. 4

ADDENDUM NO. 5

DATE: December 6, 2024

TO: All Potential Proposers

FROM: Penny Owens, Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. 5– RFP Automated Traffic Camera Enforcement

PROPOSAL DUE DATE: December 12, 2024 at 11:00:00 am (Eastern)

This addendum is published to respond to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as noted below.

Question #1: The RFP's current intent is to enforce vehicles going over 15 MPH. Throughout the United States, communities vary the grace speed limit (trigger speed) as low as six miles over to 11 over the posted speed limit. Based on our experience with school zone speed enforcement program effectiveness, enforcing at 11 MPH over still creates a positive safety result while providing a generous buffer for the driver. In some cases, enforcing at 15 mph over the posted speed limit would allow someone to double the posted speed. According to the National Highway and Traffic Safety Association, a pedestrian hit by a vehicle traveling at 20 mph is almost 2/3 less likely to be killed than a pedestrian hit at 30 mph or more. Will the City consider enforcing an industry-standard 11 MPH over to increase safety and reduce the impact of collisions?

Response: Yes.

Question #2: Has the City completed any speed or traffic studies in the school zones to be monitored? If so, can the City share the results?

Response: No studies have been conducted in the school zones.

Question #3: Will the City accept a variety of technology offerings that will maximize program flexibility by using a combination of poles and mobile trailers?

Response: The City's preference is to utilize poles for the speed cameras in school zones.

Question #4: Will Knoxville consider issuing noise violations in a later phase?

Response: No. Upon required revision to City ordinance, the City requires deployment of the noise cameras as soon as possible.

Question #5: Since there is a red light program in place today, there are known program parameters that we need to price our proposal accurately. Please note that we are not asking for current pricing; instead, we need program performance statistics. Can you please share the following: (Note from Penny – I'm including invoices for the past year and the client bank detail we get which shows citation detail. Not sure if you all have something quickly retrievable to answer the details below.)

- a. Program Summary Report for 2023 and 2024
- b. Citation Trend Report for 2023 and 2024
- c. Officer Approval Rate for 2022, 2023, and 2024
- d. Payment Statistics Report for 2022, 2023, and 2024
- e. Issuance Rate for 2022, 2023, and 2024

Response: Attached please find a number of reports providing data. Additionally, the Officer Approval Rates for 2022, 2023, and 2024 are 81.46%, 83.05%, and 83.75%.

Question #6: In order for all vendors to be evaluated in an equal manor, would the City of Knoxville provide a pricing sheet for all vendors to use?

Response: As the City is open to a multitude of pricing approaches, proposers should include as many options as they prefer for pricing, making it difficult to provide a single format for pricing.

Question #7: Does the Traffic Engineering study that the city conducts include both a) traffic count and b) a violation count (for those cars going 16mph over the posted speed limit)?

Response: The studies for the school zone cameras would include the tracking of both traffic count and speed.

END OF ADDENDUM NO. 5



In Response:

City of Knoxville

Automated Traffic Camera Enforcement

RFP: RFP24TrafficCamera-pmo

Submitted On: December 11, 2024

Supplier Proposal Compliance:

Blue Line Solutions certifies that: (I) the proposal is accurate and complete; (II) the proposal is prepared in accordance with the solicitation requirements, and includes all information, content, responses, and appendices requested and, (III) that all required communication, format and submission instructions have been followed. BLS is qualified legally to Contract within the State of Tennessee and the City of Knoxville.

This Proposal is Valid for 120 Days.



CONTACT INFORMATION

Mark Hutchinson

Founder & CEO

mark@bluelinesolutions.org

423-333-0490

Jason Friedberg

VP of Sales

jfriedberg@bluelinesolutions.org

267-671-2613

This RFP response is a public record pursuant to Tennessee law, which is subject to disclosure by the City of Knoxville under the State of Tennessee Records Law. The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of the Tennessee Statutes.

Upon award, this contract and any subsequent contract renewals will conform to any changes in state law in accordance with T.C.A. § 55-8-198(n).

Blue Line Solutions does not take any exceptions to this RFP.

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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: Blue Line Solutions, LLC

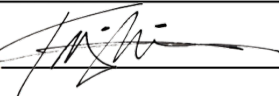
Address: 4409 Oakwood Drive Chattanooga, TN 37416

Telephone Number: 833.469.6630 / 938.207.9197

Contact Person: Jonmichael "JM" Mullins

Email Address: jmulins@bluelinesolutions.org

DUNS #: 078711789

Signature: 

Name and Title of Signer: Jonmichael Mullins - Director of Bids and Proposals

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

SUBMISSION AFFIDAVITS AND CERTIFICATIONS

Submission Affidavits and Certifications

We Blue Line Solutions, LLC
(Bidder/Proposer Company Name)

do certify that on the

Automated Traffic Camera Enforcement

(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:

25 %

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
Installation & Construction	15	Woman Owned-Small Business	English Mtn Construction
Installation & Construction	5	Small Business/Hispanic	Blount Contractors
Service	5	Minority Owned/Hispanic	DLZ National, Inc.

☐ **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.

Blue Line Solutions referred to the list of businesses provided by the city to contact three Knoxville, locally owned businesses and discussed the project with them. We then obtained Memorandums of Understanding to solidify our intent to contract with them upon award of the project.

☒ **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%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%20with%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 Alabama County of Madison

Proposer's Name: Jonmichael Mullins


Being duly sworn, deposes, and says that:

They are a principal officer of Blue Line Solutions, LLC, the firm submitting the attached proposal, their title being Director of Bids and Proposals, and has authority to affirm and/or certify the listed declarations.

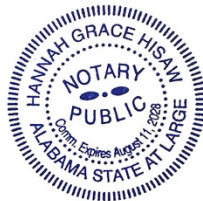

Signature

Director of Bids and Proposals
Title

Subscribed and sworn to before me this 21st day of October, 2024.


NOTARY PUBLIC

8/11/2028
My Commission expires



EXCEPTIONS TO TERMS & CONDITIONS

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: Blue Line Solutions, LLC		
Term & Condition	Number/Provision	Explanation of Exception
N/A		

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

Director of Bids and Proposals

Title

10/24/2024

Date

AUTOMATED CAMERA TRAFFIC ENFORCEMENT PROPOSAL MATRIX

City of Knoxville - Automated Camera Traffic Enforcement Proposal Matrix

(Enter "X" in the column that applies)

		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Contractor Responsibilities				
Maintenance				
1a	Will repair or replace equipment within 48 hours?	X		
1b	Will review the operation of all cameras and equipment weekly	X		
1b	Provide routine preventative maintenance and cleaning	X		
1c	Provide maintenance logs	X		
1d	Offer upgrades after 3 years	X		
1e	Remote configuration	X		
1f	Warranty and maintain throughout the duration of the contract	X		
1g	Provide all electrical/digital connections and power at no cost to the City	X		
Operations				
2	Office and operational department(s) fully staffed and operational 60 days after contract executed	X		
2	City may review references and background information of employees and may request replacement of any employee	X		
Customer Service				
3	Contractor will respond to public inquiries regarding the program, citations, enforcement, or any related citizen concern	X		
3	Contractor will cooperate with the City to provide information needed to inform the public about the program	X		
3	Contractor will pay for and coordinate media relations with the City	X		
3a	Contractor will post signage at each location where camera systems operate and key roadways entering the City limits	X		
3a	Contractor will install and maintain required signage	X		
3b	Contractor will obtain approval from City staff on signage installation	X		
3b	Rear of signage will indicate Contractor ownership	X		
3c	Contractor will include informational pamphlets / brochures with each mailed citation at no cost to the City	X		
3d	Contractor will assist the City with the content and design of public education materials to be funded by the City and	X		
3e	Contractor will provide training on how to present public sessions on use of the system to City Court, KPD, and other City staff	X		
3f	If available, Contractor will provide PSA spots for radio, television, and print publications.	X		

City of Knoxville - Automated Camera Traffic Enforcement Proposal Matrix

3g	Contractor will provide samples of education materials to the City, for use in development.	X		
		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Collections				
4	Contract will collect payments on civil citations	X		
4a	Payment options should include check, money order, or credit card, either in person, via telephone or via the Internet.	X		
4b	Contractor will directly deposit all monies into an account specific to the City of Knoxville.	X		
4b	Contractor will develop City approved fine collection procedures in accordance with the City's financial accountability and Customer Service Guidelines.	X		
4c	Contractor will keep records in accordance with generally accepted accounting practices.	X		
4d	Contractor will establish a relationship with a collection agency to pursue unpaid citations. Contract 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.	X		
4e	Contractor will prepare and mail notice letters for all chargeable violations. Contractor will issue a second notice that remain unpaid. If Contractor receives a returned mail notice, the Contractor shall resend to the notice to the corrected mailing address, if discoverable or provided by the post office.	X		
4f	After expiration of the second notice due date, Contractor shall pursue collections on unpaid notices, subject to the limitation of State law.	X		
4g	Where vehicle registration is available, violations shall be issued within 7 business days of the violation event date.	X		
4h	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.	X		
4i	Knoxville Municipal Court employees will have access to the Contractor's software for acceptance of cash payments.	X		

		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Court Hearing Process				
5	Contractor will utilize the existing City Court procedures to coordinate requested hearings on citations.	X		
5a	Contractor shall provide hearing scheduling service for people who dispute notices. (Currently, hearings are held on the first Wednesday of each month.) This includes accepting and services call center services during normal business hours.	X		

City of Knoxville - Automated Camera Traffic Enforcement Proposal Matrix

5b	Contractor will provide the package for each hearing to include A) all issued and disputed notices to the party; and B) a correspondence file	X		
5c	Contractor will maintain proper chain of evidence meeting the needs of the City and Court function for each occurrence.	X		
5d	Contractor will provide the package for each hearing to include A) all issued and disputed notices to the party; and B) a correspondence file	X		
5e	Contractor will provide, when required for Court testimony, a qualified expert witness knowledgeable on the theory, operation, and functional capabilities of the relevant camera unit.	X		

		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Office and Operating Location				
6	Contractor will establish, if not already existing, a suitable, centrally located customer service office in the City of Knoxville, open during normal business hours to allow citizens to pay fines and penalties and to request a court hearing on citations.	X		
6	Contract will staff the local office appropriately to provide customer service.	X		
6a	Contractor will maintain an adequate number of service and maintenance staff to service the cameras and be readily available to the City of Knoxville, with a preference for the staff to be positioned locally.	X		
6b	Image processing, 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.	X		

		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Record Keeping				
7a	Contractor shall keep true and accurate records of revenue and expenses, recording a clear distinction between the type of fees collected. Contractor will either allow representatives of the City access to the Contractor's system to obtain the information or provide copies of the information to the City no less than monthly and upon request, in a format specified by the City. At termination of the Contract, 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.	X		
7b	Contractor shall store information and data collected in a database with capability to track citations and produce statistical reports as needed.	X		
7b	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.	X		
7c	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.	X		

City of Knoxville - Automated Camera Traffic Enforcement Proposal Matrix

7d	Description of raw images and image retention schedule will be included in proposal.	X		
7e	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).	X		
7f	Contractor will provide the retrieval of archived information within 3 business days of a request for retrieval.	X		
7g	Contractor will provide all required notice processing supplies including paper, envelopes, postage, toner, and any and all notice printing supplies.	X		
7h	Contractor shall be responsible for processing of images.	X		
7i	Contractor shall include one set of images and a license plate image on each citation issued.	X		
7j	Contractor shall provide a secure website where an authorized City representative can access: enforceable violation events that are pre-reviewed and submitted for final approval (charging) by the City	X		
7j(i)	Violation image and history data for any open violation	X		
7j(ii)	Designated reports as defined in the contract	X		
7j(iii)	The hearing schedule and evidence package view and print function	X		

		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Installation of Equipment				
8a	System includes monitoring, stand-alone power, wiring and support equipment	X		
8b	System is expandable	X		
8b	System allows temporary or permanent relocation	X		
8c	Capacity to meet approved engineering standards	X		
8d	Contractor will provide electrical service	X		

		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Citation Processing				
9a	Ability to capture and store images	X		
9a	Ability to establish a chain of custody for the image	X		
9a	Ability to process and mail citations	X		
9b	Capability to generate clear, easily identifiable images	X		
9c	System will include software platform to process, mail and track citations	X		
	Ability to connect with the Tennessee Dept. of Motor Vehicles and other states to obtain motor vehicle registration information. If not, include plan for obtaining registration details for citation	X		
9d	Citations will be issued in 7 days or less from date of violation	X		
9e	Warnings will be mailed in lieu of citation during first 30 days of operation for new approaches	X		

City of Knoxville - Automated Camera Traffic Enforcement Proposal Matrix

9g	Provide capability for KPD sworn officer to review each occurrence and verify occurrence of violation	X		
9h	Include detail on process of violation data and image set transfer to include why it can be considered a secure chain of evidence	X		
		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Statistical Analysis and Reporting System				
10a	Prefer system with 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.	X		
10b	Preference will be given to systems which can analyze results obtained from each camera location to show the prosecutable image rate.	X		
10c	Contractor will provide City with a monthly activity report within ten (10) days following the end of the month.	X		
10d(i)	Monthly report will include the number of events detected, citations issued and prosecutable image rate by location and in total	X		
10d(ii)	The total number and percentage of rejected images by reason	X		
10d(iii)	Monthly financial reports detailing monies collected by citation number	X		
10e	Contractor shall be able to provide an audit trail of all voided and discarded images	X		
		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Training Support				
11a	The Contractor shall offer ongoing training support for their product subject to mutual agreement. 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.	X		
11b		X		
11c	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.	X		
		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Purchase of Equipment				
12	Digital imaging system with full motion video	X		
12a	Modular system for easy installation and maintenance	X		

City of Knoxville - Automated Camera Traffic Enforcement Proposal Matrix

12b	Contractor will provide and install all equipment including but not limited to poles, cabinets, cameras, and related equipment at each location.	X		
12c	Detection equipment requires cutting or embedding into road surface? (Yes or No)	X		

		Meets the RFP Requirement or Yes	Does Not Meet the RFP Requirement or No	Alternate/ Option or Modification Offered
Camera System Requirements				
13a	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.	X		
13b	School zone cameras shall be capable of detecting and recording the speed violations and photographing an image of the car and the license plate.	X		
13c	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.	X		
13d	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.	X		
13e	The equipment should be capable of maintaining traffic data for statistical analysis.	X		
13f	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.	X		
13g	In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, and leveling).	X		
13h	Traffic enforcement cameras must be tamperproof.	X		
13i	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.	X		
13j	Explain typical maintenance procedures in your proposal.	X		
13k	Remote accessibility of images and data is required. Explain security and access methods.	X		
13k(i)	The camera unit must produce an image which contains the following:	X		
13k(ii)	Scene of location where violation occurred.	X		
13k(iii)	Motor vehicle during violation	X		
13k(iv)	Display of rear license plate of vehicle	X		
13k(v)	Plate must be readable from the main image	X		
13k(vi)	The day, month, and year of the violation	X		
13k(vii)	The time of the violation in hours, minutes, and seconds	X		
13k(viii)	Signal cameras - the amount of time that has passed since the light turned red	X		
13k(ix)	Signal cameras - duration of yellow light	X		
13k(x)	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		
13k(xi)	The speed of the vehicle during the violation	X		
13k(xii)	Noise cameras - the decibel of sound emitted by the vehicle	X		

City of Knoxville - Automated Camera Traffic Enforcement Proposal Matrix

13k(xii)	Location of violation	X		
13k(xiii)	Frame sequence number	X		
13k(xiv)	Imprint all the information along the bottom edge of the frame but shall not obstruct the violation image	X		
13k(xv)	Color images are preferred	X		
13k(xvi)	Systems that can reduce the effects of license plate covers are preferred	X		
13l	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.	X		
13m	Provide examples of prosecutable image rates from the camera systems proposed to the city.	X		
13n	Indicate the ability to upload images from violations to the Axon platform Evidence.com.	X		
13o	Indicate the ability to integrate image data with Flock camera systems.	X		

BODY OF PROPOSAL

LETTER OF INTEREST

Attn: Penny Owens: City of Knoxville Purchasing Department
2750 Dixwell Ave Knoxville TN, 06518
Re: Automated Traffic Enforcement Safety Device Program
RFP: RFP24TrafficCamera-pmo

Penny Owens
Purchasing Agent
City of Knoxville
400 Main St. SW #667
Knoxville, TN. 37902

Dear Penny Owens and the City of Knoxville,

On behalf of Blue Line Solutions, LLC (BLS), I would like to thank the City of Knoxville for the opportunity to submit a proposal for this bid solicitation. Headquartered in Chattanooga, TN, BLS is a traffic safety company providing technology to jurisdictions throughout the United States with tools and programs designed to reduce speeding incidents and red light running, ultimately saving lives and reducing injuries on our roadways.

As a former Chief Deputy in East Tennessee and Law Enforcement Administrator for the TN Governor's Highway Safety Office, I have worked with the City of Knoxville in highway safety programs with the mission of reducing crashes, injuries, and fatalities on the roadways. I founded BLS in 2010 in Athens Tennessee, to continue and expand my highway safety mission and I have been successful in enlarging our footprint throughout the nation. Since moving the headquarters to Chattanooga in 2017, we've expanded our traffic safety technology by adding automated devices for red light and noise enforcement.

Our headquarters is located in Chattanooga, within two hours of Knoxville where we house our citation processing department, service technicians, (CNOC) Computer Network Operation Center engineers, software developers, and permitting managers. These resources allow BLS to provide the highest level of localized customer service to the city and violators who receive citations from the automated camera enforcement program. Our experience with satellite offices in Hollywood, FL, Girard, OH, and Shreveport, LA, allows us to commit with confidence to open an office in Knoxville in 2025 which will further enhance our already fast and reliable service for the city.

The difference between BLS and other automated enforcement companies is simple: our mission. BLS focuses on reducing the number of speeders and red-light violators which increases the safety of your community. We strive to reduce the number of citations, by changing driver behavior which makes the community safer. Changing driver behavior isn't achieved through just enforcement but rather a combination of public information & education (PI&E), program result community transparency, and enforcement, mirroring the model combining these elements created by the National Highway Safety Administration (NHTSA) for "Click It or Ticket" (CIOT).

We honor CIOT's nationally successful safety communications model to achieve public awareness *before* enforcement - changing driver behavior and compliance through multi-faceted communications. ***Our results have been staggering, we have achieved a national reduction***

rate of speeding through school zones by 95% as recognized by organizations such as the Governor's Highway Safety Association (GHSA). These results have been obtained in cities, counties, townships, and villages throughout the US of all sizes, demographics, and makeups including Mt. Pleasant, TN; Soddy Daisy, TN; Savannah, GA; Hollywood, FL; Youngstown, OH; Shreveport, LA; and Buffalo, IA.

Our proposal will stand out because of our industry-leading technologies, notably our American-made Light Detection and Ranging (LiDAR) speed detection devices, compatibility with various ALPR systems and vendors, and our **dedicated Tennessee-based team**. Our red-light detection technology uses computer vision and AI, eliminating the need to connect to the red-light signal controller, and making installation and service much more seamless than legacy technologies. Our partnership with Intelligent Instruments allows us to provide noise ordinance enforcement with a team of technicians and locally based violation processing. **Our history of innovation in implementing Turnkey LiDAR-only detection systems distinguishes us in an industry where competitors often rely on outdated radar technology.** Our LiDAR's accuracy, particularly compared to radar, is recognized as the **gold standard**, providing clear and understandable evidence for both enforcement and judicial review.

Blue Line Solutions is the original provider of high-definition, single-lane video enforcement, a significant advancement over traditional still photo methods. This technology captures a multitude of images and videos for each vehicle, enhancing the identification of violators even in challenging conditions, leading to an increase in captured violations and reduced contested citations in court.

Our capability to integrate seamlessly with any ALPR system, including those specified in the RFP, sets us apart. This integration, proven through existing collaborations, underpins our promise of a comprehensive solution to the City of Knoxville. We also offer extended storage of all photo and video data, facilitating legal proceedings, and providing an intuitive software interface praised by our clients for its user-friendliness. Our local Tennessee team, experienced in navigating the state's legislative and regulatory landscape, ensures a swift and efficient program rollout. **Our proactive engagement with local law enforcement, coupled with our established Tennessee presence and expertise, positions Blue Line as the preferred partner for the City of Knoxville.**

BLS acknowledges, takes no exception, and will comply with all terms and conditions outlined in **RFP: RFP24TrafficCamera-pmo**. Further, BLS agrees that if awarded, the contract and any subsequent contract renewals will conform to any changes in the state law in accordance with T.C.A. §55-8-198(n)

Our achievements nationally highlight our expertise and commitment to your community and our readiness to achieve the traffic safety goals set by the City of Knoxville. At BLS, we share the City of Knoxville's vision to enhance the safety of school zones and intersections through our innovative, violator-funded traffic safety programs. As an industry leader in automated enforcement, we take pride in our commitment to technology, innovation, and safety over profits.

Sincerely,



Mark Hutchison
Founder & CEO



SCOPE OF SERVICES: UNDERSTANDING KNOXVILLE'S NEEDS (RFP SECTION III)

The City of Knoxville is seeking an Automated Traffic Enforcement Safety Device (ATESD) Program as announced in **RFP24TrafficCamera-pmo**. As illustrated throughout this proposal, BLS is highly qualified to provide the City of Knoxville with a successful program.

In addition to the services outlined in our proposal, BLS will provide the following services from the Scope of Services section of the RFP:

- Conduct five (5) day speed studies for each school zone to determine the number and percentage of speeding vehicles that are traveling through the school zones with a more accurate and robust understanding of the community's true driving habits. The analysis of the data allows the city to determine the speeding problems, the level of speeding issues, and where and how best to allocate resources and technology to solve the issues.
- All equipment, site plan development and infrastructure permit applications through Traffic Engineering PE certifications. BLS will work with the City of Knoxville Transportation Engineering and any other required department to complete construction management and equipment installation.
- As a strategic NLETS partner, BLS processing agents will run vehicle registrations of all violations and make available those violations for officer approval through NewGuard™, our proprietary program, data, and citation management platform.
- Through our local Knoxville office, BLS processing agents and payment processors will speak with citizens and/or violators to answer questions, take payments, and solve issues. BLS will provide dedicated court liaisons in the same office that will work with the city's adjudication process, provide expert testimony, and other tasks and deliverables as necessary. BLS staff will continually work with the Traffic Division of the police department regarding each element of traffic safety, violation capture, officer approval, and all other requirements. All services will be in accordance with relevant federal, state, and local requirements.
- Above all, BLS is dedicated to community safety. Our company will work closely with Knoxville Traffic and Engineering Departments, Police Department, Public Works Department, and Information Technology Department to ensure a successful program. As requested, BLS will provide a NO COST solution for all projects included in this solicitation.

Blue Line Solutions is confident in our ability to execute each requirement set forth in the RFP and has a proven track record to validate this claim.

Over the past decade, BLS has strategically positioned itself for expansion by investing in both human and technical resources that fuel our capacity to grow. We have built a strong foundation of talented, local professionals, continuously nurturing and developing their skills through ongoing training, mentorship, and professional development programs. This investment in our people ensures that our team remains versatile, knowledgeable, and ready to tackle new challenges as we expand into new markets and acquire new customers.

We've developed a robust technical infrastructure that supports our growth ambitions by investing in cutting-edge tools, software, and systems that streamline our operations, enhance collaboration,

and improve overall efficiency. These technological advancements allow us to manage larger volumes of work with greater precision, while also providing the flexibility to adapt to changing customer needs.

The City of Knoxville will benefit from BLS' experienced workforce and state-of-the-art technology. Our company is positioned to scale rapidly and confidently in our own backyard to support our neighboring city's safety needs. As we look to the future, our decade-long preparation enables us to seize new opportunities, onboard new talent swiftly, and leverage innovative solutions to deliver exceptional results to our growing customer base.

BLS brings the City of Knoxville a full suite of customized solutions that can be mixed and matched based on the City's needs and wants for each zone. We are confident in our ability to fulfill all the City's preferences listed in the RFP. BLS will provide non-intrusive, fixed automated speed detection, red-light, and noise ordinance units installed with non-intrusive, environmentally friendly, low power consumption in mind. (110V or via solar panels to portable easy to move units).

We will work closely with Knoxville's decision-making team as situations change or if more, fewer, or different solutions are desired. BLS stands ready to implement changes prior to, or during the installation phase or even if changes are requested many years down the road. BLS will provide the program within all provisions of Knoxville city ordinances, TCA 55-8-198, TCA 55-8-152, Sec. 17-210, Sec 17-262.

Below are some key features that Blue Line Solutions will bring to the City of Knoxville:

- ✓ Meets or exceeds all requirements outlined in this RFP Specification.
- ✓ Complete turn-key speed enforcement program featuring LiDAR speed detection technology
- ✓ Innovative, streamlined violator-funded Traffic Safety Corridor Program
- ✓ All equipment and signage related to the program
- ✓ All necessary testing and certification
- ✓ Will retain all permission, equipment, documentation, and certification documentation
- ✓ Training to the police department at no cost throughout contract
- ✓ Ability to use either still-frame or live-stream video cameras and the ability to review stored information per Tennessee Records Retention requirements
- ✓ Web-based software for the approval and management of citations, video reviews, and data accessible from any web-enabled device
- ✓ High-definition motion or picture cameras with No-Flash infrared lighting
- ✓ TrueBlue™ or Flock ALPR and alternative compatibility (if required)
- ✓ Customizable for school calendars, specific enforcement, and variable speed thresholds
- ✓ Manage small or multi-lane roads, as well as high-volume traffic
- ✓ Complete court packets, including all necessary documentation of certifications, citations, and evidence needed for court hearings
- ✓ Comprehensive reporting, including pre- and post-enforcement violations, traffic and speed reports, and financial reports.
- ✓ Robust PI&E program supported by dedicated, local employees
- ✓ Local to Knoxville employees and **headquarters less than 2 hours away**

We look forward to this opportunity to make the City of Knoxville a safer location for all residents. Together, we can achieve ZERO: Zero Crashes. Zero Injuries. Zero Fatalities.

1. MAINTENANCE [RFP SECTION III – 1]

Headquartered in Chattanooga, Tennessee, BLS maintains a fully operational Camera Network Operations & Response Center (CNOC) and service hub to support its customers. This state-of-the-art center is designed to monitor the real-time operational status of all Blue Line systems through multiple tools including our PRTG monitoring service platform. CNOC is staffed for immediate response to any issues and/or outages arising within our nationwide client base.

The Service Hub also serves as our Level 1 (L1) support center for all after-hour support. BLS can remotely monitor, and quickly troubleshoot issues through our daily, operational health checks. This allows BLS to maximize uptime and performance for our customers. Below are some examples of daily CNOC activity:

- ✓ A/C or Solar Outage Monitoring
- ✓ Solar Performance Testing
- ✓ Network Connectivity Checks
- ✓ Remote Software and Firmware Upgrades
- ✓ Optimize Camera Alignments
- ✓ Remote Diagnostics
- ✓ Vandalism Monitoring

BLS monitors our systems via regularly scheduled preventative maintenance including calibrations, replacement of consumables, system cleaning, visual inspections, and any other hardware adjustments, and necessary replacement(s). Our proactive maintenance approach includes regular inspections and prompt resolution of any issues, ***ensuring that the system remains in optimal working condition at all times.*** The City of Knoxville will never pay maintenance costs, as it is part of the NO COST solution provided by BLS.

BLS will maintain cameras and all associated equipment in good working order via frequent inspections and preventative maintenance of all operational equipment. We will ensure the City of Knoxville the following criteria will be met:

a. ***Any defective camera or other equipment will be repaired or replaced within forty-eight (48) hours.***

- ✓ BLS is well-positioned to exceed the stated requirement for repair or replacement of defective cameras or other equipment within forty-eight (48) hours. Operating from a local Knoxville office, BLS provides unparalleled service through a robust local inventory and immediate access to additional equipment at our Chattanooga facility. This strategic approach eliminates the need for overnight shipping and ensures that technicians, replacement equipment, and necessary components are readily available.
- ✓ BLS's efficient service model guarantees that repair or replacement requests are addressed promptly, making compliance with the forty-eight-hour requirement not only achievable but consistently reliable. Our local presence and proactive inventory management uniquely position BLS to deliver superior service and ensure operational continuity for the City of Knoxville.

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.*

- ✓ BLS ensures the consistent performance of all cameras and equipment through a comprehensive monitoring and maintenance program. From our Computer Network Operation Center (CNOC) in Chattanooga, technicians monitor the health of the cameras in real time, conducting daily checks to validate system uptime and event capture performance. Additionally, cameras are spot-checked 24/7 to address any immediate issues.
- ✓ To ensure maximum uptime, our service technicians perform preventative maintenance on a quarterly basis. This includes cleaning lenses, inspecting components, and ensuring calibrations are compliant with manufacturer specifications, state laws, and city ordinances. The calibration process is particularly critical for speed, red-light, and noise ordinance equipment to maintain accuracy and reliability.

c. *The Contractor will keep maintenance logs as required by the city.* (one example below)

- ✓ BLS maintains detailed and accurate maintenance and calibration logs for all equipment on an ongoing basis. Each time a technician performs service—whether on-site or remotely—the maintenance logs are updated promptly to ensure a complete and up-to-date record.
- ✓ These logs are securely stored and can be readily accessed for court proceedings or provided to the city upon request. BLS's meticulous documentation practices ensure full compliance with the city's requirements while supporting transparency and accountability in equipment maintenance and calibration.

Blue Line Site Configuration and Certificate History

DragonEye Technology, LLC

Serial No.	Date	Cert. No.	Part No.	LIDAR 1 S/N	Cert.	LIDAR 2 S/N	Cert.	LIDAR 3 S/N	Cert.
FX1048 Houston County, Eagle Springs Elementary, US41 (SB)									
	6/7/2024	241594	72327-01	FL1076	241595	FL1075	241596		
	9/14/2023	232574	72327-01	FL1076	232575	FL1075	232576		
	11/8/2022	223114	72327-01	FL1076	223113	FL1075	223115		
	10/19/2022	222945	72327-01	FL1070	222946	FL1068	222944		

RMA History

Serial Number
FX1048

RMA Number
FX1048-01

RMA Open Date
10/24/2022

Repair Ship Date
11/8/2022

Certificate Number
223114

Issue 1	Issue 2	Evaluation Notes	Repair Action
Will Not Acquire		Both LIDARs (FL1068 and FL1070) fails to acquire. May be weak transmit beam.	Replaced LIDARs with S/Ns FL1075 and FL1076.

Sample maintenance log for BLS' cameras

- d. *Upgrades to initial equipment will be reviewed after three (3) years.*
- ☑ BLS is committed to ensuring that all equipment remains state-of-the-art and fully capable of meeting the City's needs. BLS agrees to conduct an initial formal review of equipment upgrades after three (3) years, as required. Additionally, BLS will continuously evaluate equipment performance on an ongoing basis to identify opportunities for enhancements or upgrades, ensuring optimal functionality and alignment with technological advancements. BLS recently updated its modems in field systems to increase performance, enhance serviceability, and reduce downtime. This was done at no cost to any of our 100+ customers.
- e. *The City will give preference to systems, which are remotely configurable.*
- ☑ BLS provides systems that are fully optimized for remote configuration, maintenance, and virtual repair. Our equipment and Computer Network Operation Center (CNOC) environment are specifically designed to support seamless remote operations.
 - ☑ BLS maintains a dedicated team to assist on-site installation teams and service technicians with real-time virtual support. This capability minimizes downtime, enhances efficiency, and reduces the need for on-site interventions, ensuring the City of Knoxville benefits from a responsive and adaptable system. Additional details regarding the CNOC environment can be found in section h. below.
- f. *The Contractor will warrant and maintain all equipment throughout the duration of the contract.*
- ☑ BLS guarantees to warrant and maintain all equipment for the entire duration of the contract. BLS provides comprehensive "white glove" service, ensuring that every maintenance interaction is handled with the highest level of care, professionalism, and attention to detail. This commitment ensures the reliability and optimal performance of all equipment throughout the contract term.
- g. *Contractor will provide all electrical/digital connections and power at no cost to city.*
- ☑ BLS will provide all necessary technical connections at no cost to the City. This includes, but is not limited to, electrical power, data, and internet connections required for the operation of the system. BLS is committed to delivering a seamless implementation and operational experience without placing any financial burden on the City for these essential services.
- h. *Contractor will describe how they will monitor systems to determine operational usage and system outages.*
- ☑ BLS operates a state-of-the-art Camera Network Operations & Response Center (CNOC) in Chattanooga, Tennessee, to monitor and ensure the optimal performance of all systems. The CNOC is equipped with advanced monitoring tools, including the PRTG platform, to continuously track the real-time operational status of Blue Line's cellular and network-based cameras.
 - ☑ Staffed by highly trained technicians, the CNOC provides immediate response to any



Blue Line Solution's CNOC Center

issues or outages affecting our nationwide client base. The Center also functions as the Level 1 (L1) support hub for all after-hours needs, ensuring 24/7 availability.

- ☑ Through daily operational health checks, BLS proactively monitors and quickly troubleshoots any system issues. This approach maximizes uptime and performance, providing the City of Knoxville with a reliable and efficient monitoring solution.
- ☑ Below are some examples of daily CNOC activity:
 - A/C or Solar Outage Monitoring
 - Solar Performance Testing
 - Network Connectivity Checks
 - Remote Software and Firmware Upgrades
 - Optimize Camera Alignments
 - Remote Diagnostics
 - Vandalism Monitoring
- ☑ BLS monitors its systems through regularly scheduled preventive maintenance, which includes calibrations, consumable replacements, system cleaning, visual inspections, hardware adjustments, and any necessary component replacements.

2. OPERATIONS [RFP III – 2]

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.

- ☑ BLS will establish a fully staffed office in Knoxville within 60 days of contract execution. The office will house the following key personnel:
 - **Processing Agents:** Responsible for processing violations captured by the enforcement cameras in Knoxville, obtaining vehicle registration information through NLETS, and preparing these for police officer approval.
 - **Payment Processing Agents:** Tasked with handling payments from violators via phone or walk-ins, responding to inquiries, and providing Public Information and Education (PI&E) data and support.
 - **Service Technicians:** On-site service technicians will utilize vans or bucket trucks as needed to maintain and service enforcement systems.
- ☑ To ensure compliance with CJIS and NLETS requirements, all BLS employees must pass a criminal background check conducted by NLETS. The Knoxville office will meet stringent security standards, including CJIS, FedRAMP, and NLETS compliance, and will feature access controls, 24/7 video surveillance, and recorded phone calls to uphold high operational standards.
- ☑ BLS will provide the City with references and background information for all employees directly involved in service delivery and will comply with the City's requests for employee replacement, if necessary. Additionally, any contractors or subcontractors engaged by BLS will be presented for City approval, and BLS will adhere to all related recommendations or requirements.

3. CUSTOMER SERVICE [RFP III – 3]

Blue Line Solutions (BLS) understands the importance of exceptional customer service in automated enforcement programs. We are committed to promptly and thoroughly responding to all public inquiries regarding the program, citations, enforcement, and any other related citizen concerns. BLS will actively coordinate with the City of Knoxville to stay involved in public outreach efforts, ensuring transparency and clear communication with the community about the program. Additionally, all media relations will be handled in coordination with the City, and these services will be provided at no cost to the City of Knoxville. Our goal is to work in partnership with the City to effectively manage public relations and ensure a smooth and well-informed program rollout.

a. Signage will be posted at each location where camera systems operate, per state law, as well as at key roadways entering the city limits, with installation, maintenance, and cost to be assumed by the contractor

- ☑ BLS will collaborate with the appropriate city departments to ensure that all signage is properly placed in accordance with city requirements and state law. Our permitting team will handle all necessary permit applications, site drawings, and other required documentation for each school zone, red-light, and noise enforcement device. BLS will ensure that these applications are submitted in a timely and efficient manner, making the permitting process smooth and effective. All costs associated with signage installation, maintenance, and permits will be fully covered by BLS, with no cost to the City of Knoxville.

b. Installation will have the City of Knoxville (KPD and/or Transportation Engineering) location approval and will meet the design plan for the city of Knoxville detailing size and design. Signage will have an identifier on the rear detailing the ownership of the contractor.

- ☑ BLS will coordinate with the Knoxville Police Department (KPD) and/or Transportation Engineering to ensure that all signage design, placement, size, and other specifications meet the City's approval prior to installation. As part of our standard process, BLS will provide sample imagery of signage during the permit application process and site plan development, ensuring that the design, size, and placement meet the City's requirements and are approved by the appropriate permitting authority.
- ☑ Additionally, BLS will ensure that all signage includes an identifier on the rear detailing BLS ownership, in compliance with the City's requirements.

c. Information pamphlets/brochures will be included with the mail-out of each citation, with the contractor assuming the cost for printing and postage.

- ☑ BLS will include pamphlets and brochures with each citation mailed to violators. BLS will collaborate with the City to ensure that the wording, graphics, and overall content are approved by the City prior to distribution. BLS has extensive experience in the development and distribution of Public Information and Education (PI&E) materials, as we routinely produce and distribute these components for every program we deploy. The cost for printing and postage of these materials will be fully covered by BLS.



Example PI&E graphic for Knoxville

d. Contractor will assist with the content and design of public education materials to be funded and implemented by the city.

- ☑ BLS takes pride in supporting community awareness and engagement efforts. A key part of this initiative is through the development of brochures, pamphlets, social media content, press releases, and other public education materials. BLS will assist with the content and design of these materials, ensuring they align with the City's objectives. Additionally, BLS will fund all Public Information and Education (PI&E) materials, providing the City with a comprehensive and cost-effective solution for public outreach and education.

e. Contractor will support the city by training the City Court, KPD, and other City staff how to present public seminars or presentations with respect to the system

BLS is committed to providing comprehensive training to ensure the success of the City's program. The BLS Agency Operations Team will deliver training for KPD personnel in all aspects of the program, including violation approvals, running data, generating reports, and more.

- ☑ The BLS Court Team will conduct specialized training for court staff, prosecutors, judges, and anyone involved in case adjudication and hearings, ensuring that all personnel are fully prepared to handle legal matters related to the program.
- ☑ Additionally, the BLS Agency Operations and Data Analytics Team will provide training and support for public outreach efforts, including the development of PowerPoint presentations, data, and key messaging for public seminars or media interactions. This will help ensure that information is effectively communicated to the public and the media for positive program outcomes.
- ☑ Personnel training will include, at a minimum:
 - Detection and camera systems familiarization
 - Officer Approver and reporting training
 - Hardware (if applicable) and/or software familiarization
 - Courtroom testimony and evidence presentation strategies
 - BLS will ensure that all personnel are well-equipped to represent and support the program in their respective roles.

Having dedicated key employees in and near and in the city increases the quality of Blue Line Solutions' overall support for the City of Knoxville's safety program.

f. Contractor will provide PSA spots for radio and television and copy for print publications if available.

- ☑ BLS has an in-house media team, video production team, and recording studio to develop high-quality radio and television PSA spots tailored to the program. Our team is fully equipped to assist with all elements of media, including audio, video, web content, and print publications.
- ☑ BLS will provide PSA spots for radio and television, as well as copy for print publications, as required by the City of Knoxville. We believe that Public Information and Education (PI&E) are crucial components of any automated speed enforcement program. Often, citizens may not be aware of the traffic issues until receiving a citation. To prevent community backlash, BLS ensures a comprehensive approach to PI&E,

- which obtains “political permission” and includes:
- Community engagement efforts to build awareness and support
 - Information included with citizens’ water bills
 - Social media outreach via police, city, and school system accounts
 - Brochures mailed with citations
 - Distribution through local community organizations such as PTA/PTOs and Chambers of Commerce
- ☒ BLS is committed to providing strong PI&E support to ensure that the public is well-informed about the program and its benefits.



PSA from Fulton, GA developed to bring awareness to their safety program (https://youtu.be/LS1gQ_3vn8A)

g. *Contractors will provide samples of educational materials to the city.*

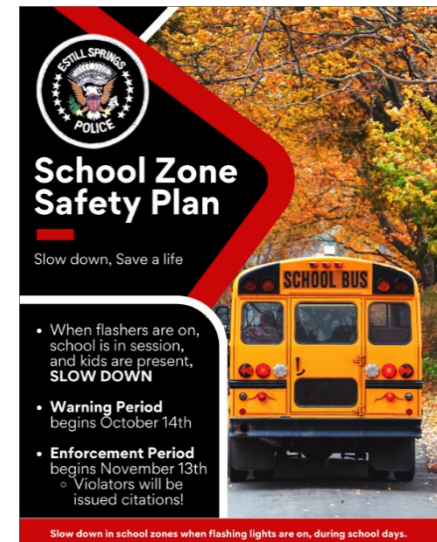
- ✓ BLS provides customized, localized Public Information & Education (PI&E) materials that are specifically branded for the City of Knoxville. These materials are designed to build community trust, transparency, and equity by featuring relevant information about the program. BLS offers a variety of written, print, social media, and digital materials, all created by our in-house team of marketing professionals. We would be proud to provide the City of Knoxville with similar materials, ensuring that the public is informed and engaged in making the community safer for all. Please find below examples of our in-house marketing designs for PI&E materials, which reflect our commitment to delivering high-quality, effective public outreach.



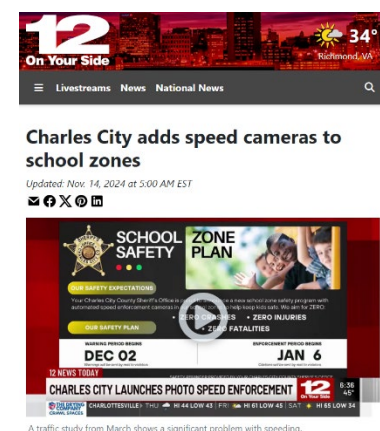
Roadside billboard from a PI&E campaign



Water bill insert sent out across Youngstown, OH



Flyer sent home with students and through online Estill Springs, TN parent portal



Charles City County, VA local news sharing BLS' designs and speed study statistics locally for public information & education (PI&E)

St. Martinville, LA (October 23, 2024) - The Fairburn Police Department will be launching an automated photo speed enforcement program at the St. Martinville Senior High School designated school zones. Speed studies conducted in 2021 at the high school identified a significant problem with speeding in this area, recording 3,084 violations in a 5-day period.

In St. Martinville at the St. Martinville High School, we recorded 25,556 drivers a week in the school zone with 3,084 speeding vehicles (12.07% of all vehicles). Of those speeding, we measured 2,116 vehicles speeding 11-14 mph over the speed limit (68.61% of all speeders), 871 vehicles traveling 15-20 mph over the speed limit (28.24% of all speeders), and 97 of those speeding vehicles exceeding 21 mph over the posted school speed limit (3.15% of all speeders). We not only have a speeding concern in our school zones, but we have a high speeder concern with 31.39% of all speeders traveling 15+ mph over the speed limit which is alarming for the safety of our community.

We know that speed kills; statistics show a child struck by a vehicle traveling 40 MPH, only has a one in 10 chance of survival, but if you slow that down to 20 MPH, that same child has a much-improved survival rate of nine in 10. Speeding is also a primary contributing factor in motor vehicle crashes resulting in personal injury and deaths. According to the National Highway Traffic Safety Administration, 64% of child pedestrians killed in traffic crashes occurred during the weekday (6:00 a.m. Monday to 6:00 p.m. Friday) ([NHTSA Traffic Safety Facts](#)).

Our goal is to increase safety for students, parents, teachers, and the motoring public traveling through the St. Martinville Senior High School zones. This program combines robust public information & education, along with a 30-day warning period to encourage people to slow down and change their driving behavior. The school zone will be clearly marked with posted speed limit signs. [Zone](#) will also have flashing lights

and additional road signs to capture a vehicle's speed and give advance warning to the driver of the upcoming school zone. Cameras will be used to identify any non-compliant motorists traveling at 10+ MPH over the posted speed limit.

Photo speed cameras will be active and enforced on days that school is in session, children are present and when the school zone beacons are flashing. If you are traveling through the St. Martinville Senior High School zone during school hours, these cameras will be active.

October 28th will start the initial warning period. During this warning period, violators will receive a warning in the mail marked in red advising of the violation that occurred on such date and time. Warning citations serve as a reminder to slow down in places where our children learn and play and carry no monetary implications.

Live enforcement begins after the 30-day warning period, on December 2nd, after the Thanksgiving break at the high school. At this time, motorists that exceed the posted school zone speed limit at 10+ MPH will receive a citation in the mail. These citations are civil in nature, carry a fine, but do not come with points against your license, or insurance penalties.

Photo speed cameras will be active and enforced on days that school is in session, children are present and when the school zone beacons are flashing. If you are traveling through our St. Martinville Senior High School during school hours, these cameras will be active.

We are committed to changing driver behavior, slowing speeders down, and protecting our children. Please drive safely in our school zones and in our community. Working together, we can achieve our goal of ZERO. "Zero crashes, Zero injuries, and Zero endangered lives."

St. Martinsville. LA press release for their school zone safety

4. COLLECTIONS [RFP III – 4]

a. *Payment options should include check, money order, or credit card, in person, via telephone and over the internet.*

- ☑ BLS offers multiple, seamless payment options for citation processing, ensuring convenience and accessibility for citizens. Payments can be made using the following methods:
 - All major credit cards
 - Checks by mail
 - Money orders
 - Website
 - Telephone
 - Cashier's checks
- ☑ BLS employs a team of customer service representatives based in Chattanooga to manage and process payments. This service is provided in-house, ensuring direct control over customer interactions. Additionally, BLS has rollover centers across the country for business continuity and scalability as the program grows.
- ☑ To further support the City of Knoxville, BLS will employ additional payment processing agents in the Knoxville office, available to accept walk-in payments and provide customer service. Our multilingual customer service professionals are trained to assist with all payment-related inquiries and ensure smooth transactions.
- ☑ BLS fully complies with the Fair Debt Collection Practices Act (15 U.S.C. 1692 et seq.) and all applicable state and federal laws, ensuring ethical and compliant payment processing.
- ☑ As mentioned, BLS offers four established methods for citation payment processing. Violators can easily pay via mail, phone, or our secure website. BLS will provide a direct link to the payment website for the City of Knoxville's website, so violators can conveniently access the payment portal. Payments made online are automatically processed and reflected in the account, ensuring real-time updates for the user.
- ☑ BLS is committed to delivering a comprehensive and user-friendly payment processing experience for the citizens of Knoxville.



Payment methods that Blue Line Solutions facilitates for violators to pay their fines

Example violation view and payment screen

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.

- ☒ As a standard practice, BLS will establish a dedicated account specific to the City of Knoxville to ensure that no citation payments are commingled with payments from any other jurisdiction. This account will be used solely for the collection of fines related to the Knoxville program.
- ☒ BLS is committed to adhering to the City of Knoxville's financial accountability and customer service guidelines. We will work closely with the City to develop and implement fine collection procedures that align with the City's standards and ensure transparent, efficient, and accountable financial management throughout the duration of the program.

c. Records will be kept in accordance with generally accepted accounting practices.

- ☒ BLS adheres to generally accepted accounting principles (GAAP) as established by the Financial Accounting Standards Board (FASB). The CFO of BLS is a Certified Public Accountant (CPA), and the company follows best practices in all financial processes. Our operations are conducted in CJIS-compliant locations to ensure security and regulatory compliance.
- ☒ BLS maintains strategic partnerships with contracted agencies, ensuring that all funds are deposited into designated accounts, reconciled regularly, and remitted in accordance with contractual agreements. We undergo annual financial audits conducted by a third-party vendor to ensure transparency and accountability. Additionally, BLS can provide regular reporting and reconciliations for designated accounts, ensuring all financial transactions are tracked accurately and in compliance with state law.

- ☒ If required, BLS can customize a detailed annual report tailored to the City of Knoxville's specific requirements and preferences to ensure comprehensive financial transparency and oversight.
- 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.*
 - ☒ BLS has maintained a strong, longstanding relationship with Municipal Collections of America (MCOA) for over a decade. Our proprietary NewGuard™ platform streamlines the collection process by automatically exporting non-paid citations to MCOA. This system ensures a seamless transfer of information between BLS and MCOA, with violations classified as "in collections" once they meet the city's threshold for non-payment. The NewGuard™ platform utilizes artificial intelligence (AI) to automatically place a "collection hold" on an account, which requires the violator to contact the collection agency to make payment.
 - ☒ MCOA adds their collection fee on top of the fine, ensuring that the city retains the maximum revenue from each violation. MCOA does not take any portion of the fine itself. Once MCOA collects the fines, they send the payment data and revenue to BLS during the first week of each month, at which time the violator's citation account is updated as paid and the revenue is posted accordingly. The collected funds are then deposited into the designated account for distribution to the City of Knoxville.
 - ☒ In the rare event that legal action is necessary, BLS is prepared to support the city, including providing a technical expert to testify in court regarding the operation of the cameras and the overall program.
- 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 issue 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.*
 - ☒ BLS) has a dedicated Mailroom Operations team located in Chattanooga, TN, responsible for the printing and mailing of both first and second violation notices, in full compliance with the City's program requirements.
 - **First and Second Notices:** If a violation remains unpaid within the specified time frame, BLS automatically generates and mails a second notice to the vehicle owner. This ensures timely follow-up and increases the likelihood of payment.
 - **Returned Mail Management:** In the event of returned mail, BLS has multiple methods to obtain the corrected address. This includes utilizing postal services or other address verification resources to update the information and resend the notice to the correct address. We are committed to ensuring that all notices reach the intended recipients, and every effort will be made to maintain accurate and updated mailing addresses for violators.
 - ☒ This comprehensive process is managed in-house in Chattanooga, TN to ensure the highest levels of accuracy, efficiency, and customer service.

f. After expiration of the second notice due date, contractor shall pursue collections on unpaid notices, subject to the limits of the state law. Explain collections approach in your proposal.

- ☒ BLS follows a streamlined and efficient process for pursuing collections on unpaid citations once the second notice due date has expired, in full compliance with applicable state laws. Our collections approach includes the following steps:
 - **Transfer to Collections:** After the second notice period expires and the fine remains unpaid, the violator's citation information is electronically transferred from our NewGuard™ platform to Municipal Collections of America (MCOA), our trusted collections partner.
 - **Account Lock:** Once the citation information is sent to MCOA, the violator's account is "locked" in NewGuard™, meaning they must contact MCOA directly to make payment. If the violator calls BLS to inquire about payment, our Payment Processing Agent will inform them that the account is locked and provide the contact details for MCOA.
 - **Collection Process:** MCOA will initiate the collection process, contacting the violator by multiple means to secure payment.
 - **Payment and Account Update:** Once MCOA collects the payment, they close the collection account as paid. During the first week of each month, MCOA sends the collected revenue to BLS, along with the corresponding accounts to be updated in NewGuard™.
 - **Revenue and Reporting:** BLS updates the violator's account in NewGuard™, and the collected revenue is deposited into the designated city account. By the 15th of each month, BLS will provide the City of Knoxville with a detailed revenue report, which includes data on issued violations, payments, and the revenue collected through the collections process.
 - **Revenue Payment:** The revenue from collections is included in the monthly revenue payment sent to the city, accompanied by the corresponding report, ensuring transparency and proper documentation.
- ☒ This automated and systematic approach ensures efficient handling of unpaid citations while maintaining compliance with all legal and procedural requirements.

g. Violations for which registered owner data is available shall be issued within 7 business days of the violation event date.

- ☒ BLS will ensure that citations are issued within 7 business days of the violation event date, provided that registered owner data is available.

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.

- ☒ BLS and MCOA do and will comply with all Fair Debt Collection Practices Act (15 U.S.C. 1692, et seq.) and any other applicable state or federal laws.

i. City of Knoxville Municipal Court employees would be able to access the Contractor's software for the acceptance of payments via cash, check, credit/debit VISA/MC, money orders, and cashier's check.

- ☒ BLS will make NewGuard™ available to court employees for payment collection and any other needs of the court. Additionally, BLS will provide the Tennessee-based Court Liaison to assist Municipal Court employees with court proceedings, including accepting payments if desired.

5. COURT HEARING PROCESS [RFP III – 5]

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.

- ☑ As part of the turn-key solution, BLS will utilize the existing Municipal Court procedures to coordinate requested hearings on citations. BLS provides the Court Liaison, who will coordinate directly with the local judiciary to establish court schedules for all locations, including times, locations, and the maximum number of hearings allowed per session. Once established, BLS will handle the receipt and processing of contest forms, schedule violators for their court dates, and notify violators of their court dates.
- ☑ BLS will prepare “evidence books” for each contested citation, which will include the court docket, a copy of the citation, a violation information sheet, camera certification, and other pertinent information deemed necessary. Once the hearing has been held, the court of jurisdiction must return the filled-out docket, at which time BLS will enter the decisions based on the docket. These decisions, which may include dismissals, fine reductions, and judgments of liability, will then be used to notify the violator of the outcome and any further requirements. As applicable, BLS will also provide expert witness testimony.
- 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.*
 - ☑ BLS will provide court scheduling services for the City of Knoxville and will handle all aspects of scheduling court cases.
 - ☑ If a person wishes to contest a violation, they can:
 - Call or walk into the processing center to speak to a Court Liaison, who will schedule a court date.
 - Visit the website maintained by BLS for the City, where the violator can download and print a form to be mailed or emailed to the Court Liaison Department. Once the form is received, the Court Liaison will schedule a court date.
 - ☑ The Court Liaison (CL) will:
 - Look up the violator’s citation in the system.
 - Check the court’s schedule, which has been previously shared with BLS by the court.
 - Schedule a court date for the violator.
 - Advise the person of their scheduled court date.
 - A “Court Letter” will be mailed to the violator, confirming the court date and other necessary details.
 - ☑ Two weeks before the court date, the Court Liaison will create “Court Packets” and mail them to the Clerk of Court or the responsible person for each case on the docket. This ensures that all necessary documentation is prepared and delivered in a timely manner.
 - ☑ BLS acknowledges that red light camera violation hearings are currently held on the second Wednesday of each month. We will ensure that all court scheduling and

coordination efforts align with this established schedule. The Court Liaison will work directly with the City of Knoxville's Municipal Court to ensure that violators who request hearings are scheduled accordingly on this designated day each month. This will help streamline the process and ensure that all cases are handled in a timely manner. Additionally, the "Court Packets" will be prepared and distributed to the court ahead of these hearings to ensure a smooth process.

BLS will work with the court and/or Clerk's office to electronically send court packets, dockets, etc.

Example of court hearing scheduling and packets in NewGuard™

b. The package for each hearing will include the following:

- I. All issued and disputed notices to the party*
- II. A correspondence file*

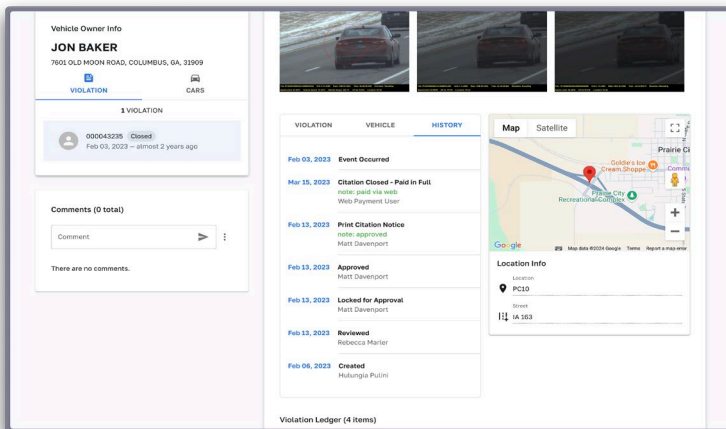
☒ The docket and court pack will include:

- Copy of the citation
- Additional violation images that do not appear on the citation
- Calibration Records
 - Speed
 - Red-light
 - Noise
- Copy of the court letter
- All metadata associated with the violation
- All issued and disputed notices to the party
- A correspondence file

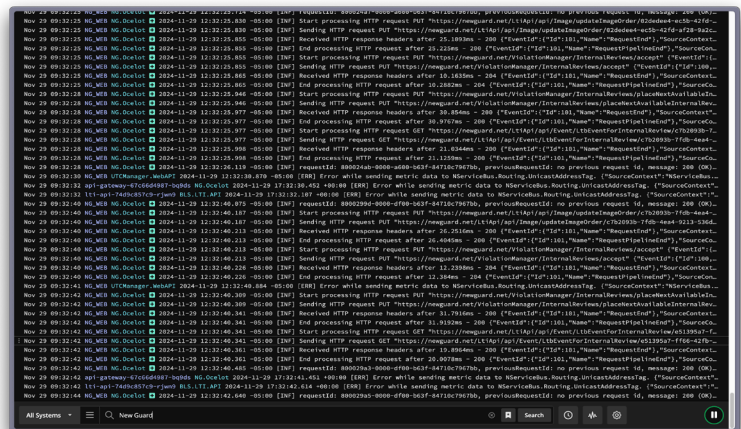
- Once the court case has been heard, BLS will update the dispositions into the violator's account and close the account.

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 respective hearing officer.*

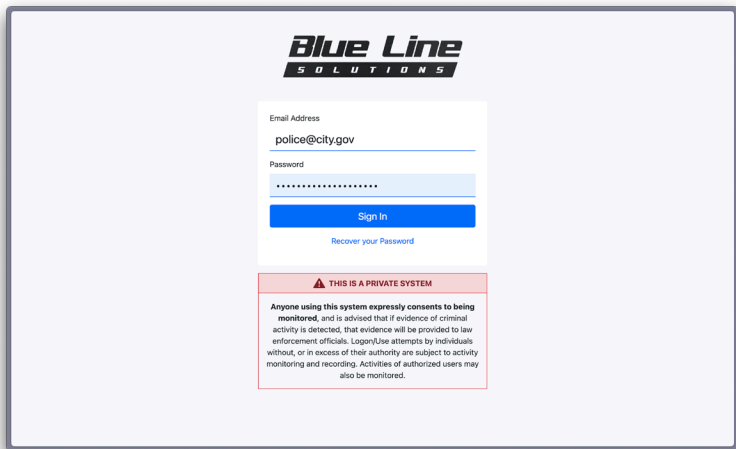
- ✓ A major value that BLS holds over the competition is our staff. Twenty-five percent of Blue Line's employee base consists of former law enforcement officers. This allows BLS to place managers who understand the law and how to read and interpret it, recognizing that any civil case brought against the City or BLS would likely involve an alleged violation of the 4th Amendment. For this reason, the Field Operations and Agency Operations Departments are led by former-ranking law enforcement personnel.
- ✓ Chain of custody is a policy that BLS maintains at the highest level to ensure case integrity, proper defense of the program, and prosecution of law violators. BLS can provide audit logs for chain of evidence upon request. Below are examples of audit and chain of custody logs within NewGuard™.
- ✓ As shown below, BLS records the Processing Agent's computer screen to ensure the highest quality and compliance levels, maintaining a complete and accurate chain of evidence for every case.



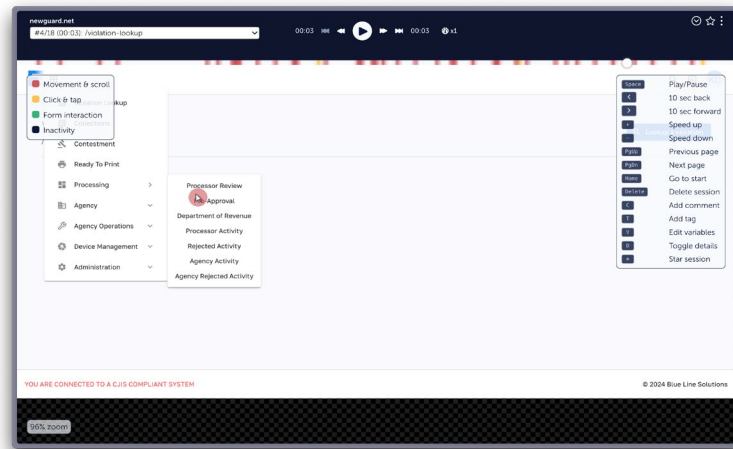
Example of Chain of Custody (violation history) in NewGuard™



Example of Chain of Custody log from the BLS central audit logging service



Example of system login page showing our CJIS monitoring banner



Example of live session recording & monitoring solution in NewGuard™

d. *Contractor will provide, when required for Court testimony, a qualified expert witness who is knowledgeable of the theory, operation, and functional capabilities of the relevant camera unit.*

- ☒ BLS will, when required for Court testimony, provide a qualified expert witness who is well-versed in the theory, operation, and functional capabilities of the relevant camera unit. This expert will be equipped to provide clear and accurate testimony based on their expertise.

6. OFFICE AND OPERATING LOCATION [RFP III – 6]

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.

- ☒ In addition to the home office in Chattanooga and other satellite offices, BLS will 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. BLS will appropriately staff the local Knoxville office to provide the required customer service.
- ☒ BLS is based solely in the United States, with corporate headquarters located in Chattanooga, TN. Regional resources and employees are based in all states in which we currently operate. Blue Line also maintains regional hub offices in Broward County, FL; Girard, OH; and Shreveport, LA, with more service hubs and processing facilities coming online in 2025. Should BLS be selected, we will make every effort to ensure local providers support the Project Manager (PM) as well as construction and service providers.

Blue Line is committed to fostering a deep connection with the community.

- ☑ Our local team members will not only serve as representatives of BLS, engaging with their fellow community members to address queries and process speeding violation payments, but some will also assume managerial roles. This strategic positioning ensures a seamless flow of communication between BLS's main office in Chattanooga and the local office. It also establishes a direct link between the City, BLS, and the community, ensuring that the needs and concerns of the local population are heard and addressed efficiently.
- ☑ Additionally, the local team will play a crucial role in developing multilingual and appropriate educational materials, such as handouts and brochures, tailored to each community's unique needs. BLS believes that these efforts will not only underscore the commitment of both the City and Blue Line to the safety and well-being of the communities but also lay a strong foundation for the program's success.

This team will extend its services and community engagement efforts across the city, embodying Blue Line's dedication to inclusivity and community partnership.

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.

- ☑ The office that BLS locates in Knoxville will include service technicians with vans and lift vans for ongoing installation and service. Since the BLS headquarters is located only 2 hours from Knoxville, the Knoxville service team can quickly be backfilled with other technicians from the Chattanooga facility, as well as local contractors.
- ☑ BLS also already has a Memorandum of Understanding (MOU) signed with three (3) contractors who are certified as a Diversity Business by the City of Knoxville (see Appendix for copies of the MOUs). These agreements further ensure that BLS can meet the service and maintenance needs of the City of Knoxville in a timely and efficient manner, with a preference for local staffing.

DLZ National	Blount Contractors	English Mtn. Construction
800 S. Gay St., Suite 700	635 Dameron Ave	2155 Thompson Creek Rd.
Knoxville, TN. 37929	Knoxville, TN. 37921	Morristown, TN 37873

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.

- ☑ While the majority of citations for Blue Line Solutions (BLS) programs are processed in Chattanooga, BLS will add employees to be housed in the Knoxville office to process violations, take calls, handle walk-in payments, answer questions from citizens and violators, and provide top-tier customer service to the City of Knoxville. This ensures that, while image processing, film development, issuance of citations, computer processing, financial reporting, and overall management of the program may be performed remotely, BLS will remain highly responsive to the needs of the program and meet all requirements set by the City of Knoxville.

7. RECORD KEEPING [RFP III – 7]

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 the 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 will 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.*

- ☒ BLS will comply with all the above statements required in this section and will accommodate requests for financial information at any time.
- ☒ The City will receive a revenue report on or about the 15th of each month detailing all information for the previous month's receivables. The following information will be included, but not limited to:
 - Number of violations
 - Number of unpaid violations
 - Number of paid violations
 - Amount of paid violations received
 - Amount of credit card payment fees received
 - Amount owed to the City
 - Number of violations marked with exceptions during processing (no license plate, sun glare, license plate obstructed, etc.)
 - Number of violations spoiled (not approved) by the approving officer of KPD
 - Any other information requested by the city

AUTOMATED PHOTO-SPEED ENFORCEMENT PROGRAM MONTHLY CITATION & REVENUE REPORT MARCH 2024

MONTH	PROCESSED	EXCEPTIONS	SPOILED	ADMIN VOID	VALID CITATIONS	PAID CITATIONS	CITATIONS CONTESTED	CITATIONS UPHELD	CITATIONS DISMISSED
MARCH	19870	2230	0	13	17,627	11107	42	39	3
TOTALS							QUANTITY	AMOUNT	TOTAL
PAID CITATIONS							11107	\$100.00	\$1,110,700.00
PARTIAL PAYMENTS							0	\$0.00	\$0.00
REFUNDS/CHARGEBACKS							0	\$0.00	\$0.00
TOTAL COLLECTIONS									\$1,110,700.00
SUB TOTAL									\$1,110,700.00
FUNDS TO FLORIDA DEPARTMENT OF REVENUE - GENERAL REVENUE FUND							11107	\$20.00	\$222,140.00
FUNDS TO FLORIDA DEPARTMENT OF REVENUE - D.L.E.C.J.S.T.T. FUND							11107	\$3.00	\$33,321.00
FUNDS TO COUNTY SCHOOL DISTRICT							11107	\$12.00	\$133,284.00
FUNDS TO COUNTY - SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM							11107	\$5.00	\$55,535.00
REMAINDER TO AGENCY							11107	\$60.00	\$666,420.00
CITATION PROCESSING (BLS)							17640	\$15.00	\$264,600.00
TOTAL DUE TO BLS									\$264,600.00

Sample Revenue Report from BLS to an agency

- b. *Contractor shall store information and data collected in a database with the 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 is not limited to, traffic count of violations per intersection, number of events captured, citations issued, rear license plate vehicles, false alerts, etc.*

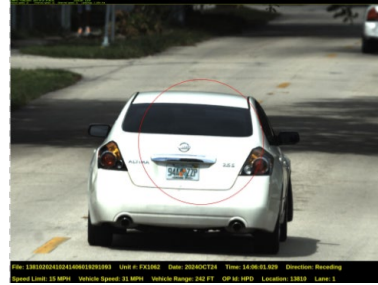
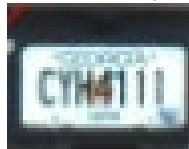
☑ BLS utilizes a proprietary software called NewGuard™ that allows employees and the city employees to process, view, and manage many aspects of the programs. All platforms: Automated Speed Enforcement, Red-light Enforcement, and Noise Enforcement will be processed and managed through the same platform. BLS is the ONLY company in the industry that utilizes the cloud storage platform called NOVA, which is hosted in Arizona at the NLETS facility, ensuring the city the highest level of security available. Blue Line Solutions' web-based reporting systems maintain reporting dashboards that can provide the mentioned metrics to designated users. Such dashboards are customizable and will allow the user to access all information within RFP requirements in real time. For example, our system provides critical information such as:

- Number of events recorded by intersection approach and in total
- Number of events not billable/rejected, including a breakout of controllable and not-controllable events lost by location and in total, along with the reason for non-billable/rejected events
- Number of events forwarded to the Police Department
- Number of citations authorized and mailed by month of issuance
- Number of violations and citations returned as undeliverable
- Number of citations authorized and mailed, by month of issuance
- Number of violations and citations paid and remitted
- Training of all personnel involved in the project's initial implementation and those who become involved later
- Delinquency collections
- Payment processing.
- Traffic camera system's current operability status, including the number of cameras down, reasons for downtime, the status of repairs, and an estimate on full camera operation
- Vehicle registration plate numbers and characters
- State of issue for the vehicle registration plate
- Vehicle registration plate type
- Date of the violation event
- Time of the violation event
- Location of the violation event
- All digitized images demonstrating the violation and tag close-up
- Payment status
- Hearing status
- Correspondence tracking

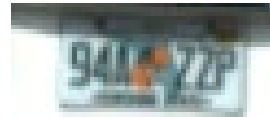
- c. *All citation images must be stored for at least a one (1) year period (longer for citations still in litigation) in an accessible electronic format and shall be accessible, on request, by authorized City representatives.*
- ☒ BLS will comply with the 1 year as required, and longer if needed for any circumstance as advised by the city.
- d. *Description of raw images and image retention schedule will be included in the 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*
- ☒ Pursuant to state and local regulations, each agency has the ability to specify its own retention policy in Blue Line's Records Management System (RMS). Retention policies can be specified for violation events that are captured but are rejected during the review process.
 - ☒ Separate retention policies can be set for violations that are issued based on when they're ultimately closed/ adjudicated. Retention policies apply to event data files, images, and event media (video, photos), as well as database entity records.
 - ☒ BLS will not sell or distribute any images or data collected under this RFP/Contract and will be considered property of the City of Knoxville.
- e. *Contractor will provide the City with online storage of all images and data for a period of one (1) month after disposition and offline/accessible storage of images and data for at least one (1) year thereafter (longer for citations still in litigation).*
- ☒ BLS will comply with this requirement, making all data available as needed.
 - ☒ BLS will protect the evidentiary value of all data throughout its lifespan.
- f. *Contractor will provide the retrieval of archived information within 3 business days of a request for retrieval.*
- ☒ BLS will make archived data available within 3 business days of any request by the City.
- g. *Contractor will provide all required notice processing supplies including paper, envelopes, postage, toner, and any and all notice printing supplies.*
- ☒ BLS maintains a Mailroom Operations Center at its corporate headquarters in Chattanooga, TN. Through this department, BLS will provide all paper, envelopes, postage, toner, printing machines, folding & stuffing machines, and all labor and supplies required for mailing any document sent regarding this RFP/Contract.
- h. *Contractor shall be responsible for the processing of images.*
- ☒ BLS maintains a processing center in Chattanooga, TN where all citations are processed from the images/videos captured of violations. BLS will add Processing Agents to the new office in Knoxville where the violations captured by the city's program will be processed.
- i. *Contractor shall include one set of images and a license plate image on each citation issued.*
- ☒ Each citation will contain a minimum of one set of images and the license plate.



(The above image was captured at 256 ft from the camera)



(The above image was taken at 242 ft from the camera)



j. Contractor shall provide a secure website from which an authorized City representative can access:

- Enforceable violation events that are pre-reviewed and submitted for final approval (charging) by the City
- Violation image and history data for any open violation
- Designated reports as defined in the contract
- The hearing schedule and evidence package view and print function

- ☑ BLS will provide a proprietary web-based platform called New Guard™ that will allow the agency to access to all the data requested in this RFP, including sections outlined above.

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.

- ☑ NewGuard™ includes an audit trail of the images from the time of capture to final disposition by a court.
- ☑ All images will include an audit trail of all voided and discarded image rejections by an officer as well as many other useful auditing features.

8. INSTALLATION OF EQUIPMENT [RFP III -8]

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.).

- ☑ BLS will be responsible for installing the approved equipment and ensuring that the cameras are phased in as scheduled and operating properly. BLS will provide all tools and permits required for the City of Knoxville to approve site selections. Traffic control, collision reduction, pedestrian safety, and noise reduction will be the areas of concern for each site selection. All installed equipment will be provided with stand-alone power and data connectivity. Lastly, BLS ensures all equipment will be installed with the most non-intrusive plan possible.
- ☑ BLS utilizes non-intrusive monitoring for each of the three categories of enforcement required in this RFP:

- Red-light Enforcement – Blue Line’s red-light enforcement hardware utilizes AI to determine at what stage each red-light is in (red, yellow, green) without having to connect to the intersection’s traffic control box. This design eliminates the need for cutting into the pavement or installing sensors in the roadway.
- School Zone Automated Speed Enforcement (ASE) – Blue Line’s single beam, single lane LiDAR technology can be installed using A/C or solar power. If the City of Knoxville has a “Green” City Initiative, BLS can provide power through means of solar to enhance the city’s initiative.
- Noise Enforcement – BLS has partnered with Intelligent Instruments to seamlessly continue with the Pilot program that the city already has underway. The SoundVue™ supplied by Intelligent Instruments is non-intrusive as it can be installed on existing buildings, structures, or poles.

In all cases of installation and infrastructure, **BLS will work with the city on the least intrusive installation possible**, including supplying decorative poles that match the current environmental design, or landscape of the city.

- *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.*
 - ☑ BLS will expand the program with the city under the RFP without additional contract modifications (unless required by the city). BLS will work with the city to expand/add equipment at any location under the three areas of enforcement listed in this RFP. In the event the city wishes to deploy temporary locations, BLS will utilize many options at its disposal to achieve the goals of the city, including mobile trailer applications.
- *Traffic signal operation will be exclusively operated by the City of Knoxville and will be regulated by approved engineering standards.*
 - ☑ BLS understands the engineering and safety components of intersections and will never suggest or make any changes to the regulation of intersections and will work with City Engineers to deploy the infrastructure and operation with minimal interaction with city-installed lights/equipment.
- *Contractor will provide all equipment and electrical service to complete the total system.*
 - ☑ BLS will provide all equipment needed for any installations associated with this RFP/contract and will utilize qualified electricians, engineers, and project managers.

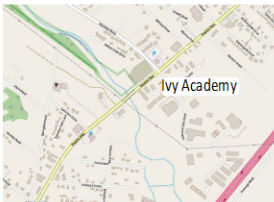
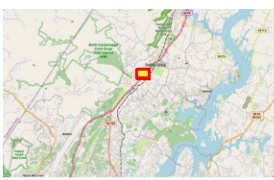

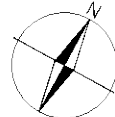



SITE PLANS & PERMITTING

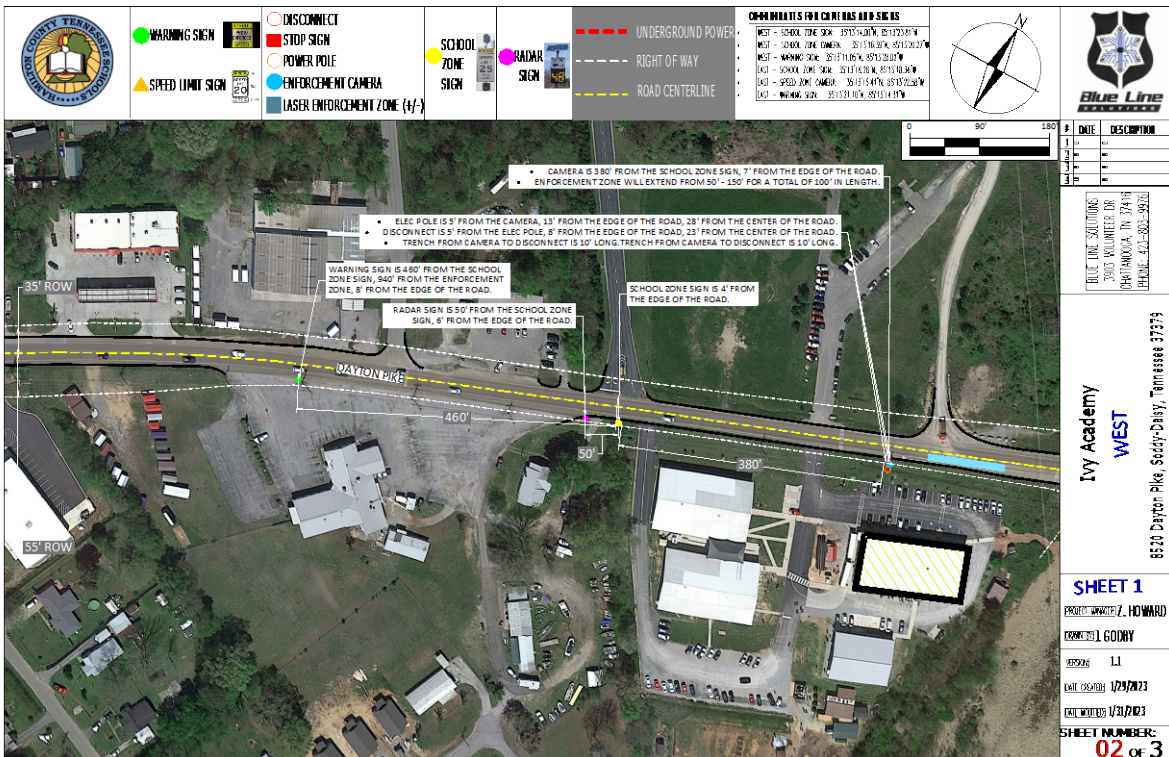
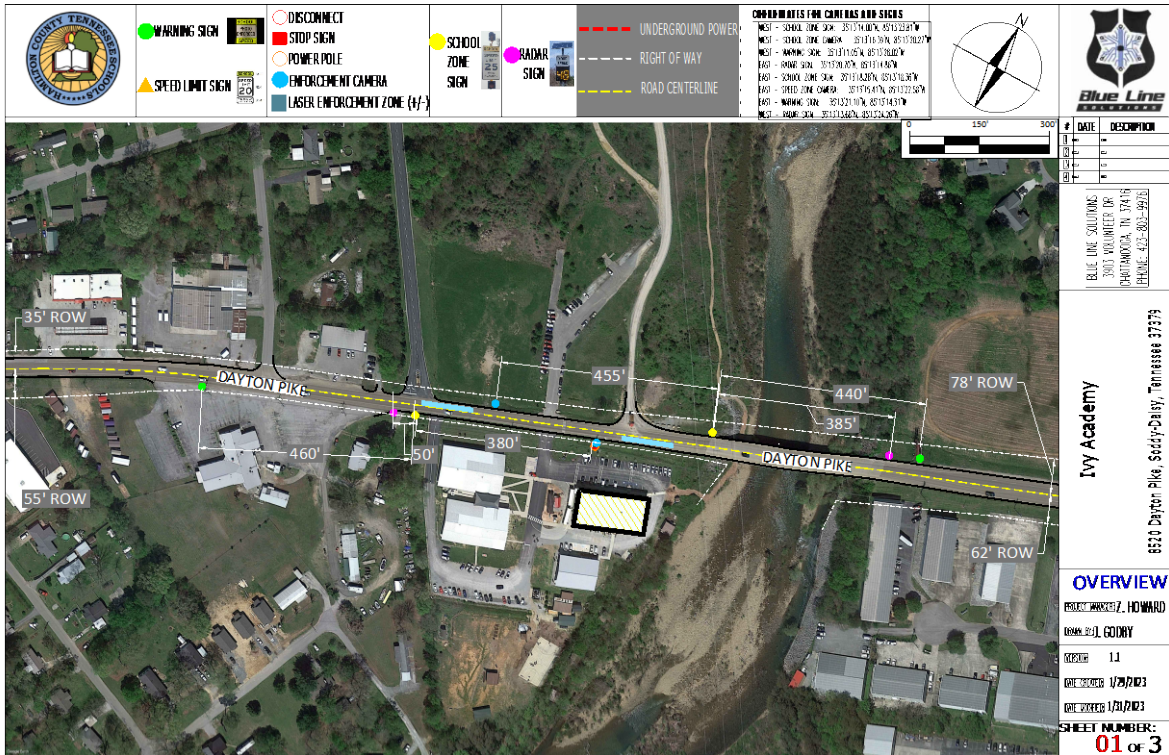
Blue Line Solutions has a Field Operations Team that focuses solely on signage and infrastructure permits. With years of experience in this industry, the team is accustomed to working with Traffic Engineers, Public Work Departments, District Engineers, etc. to obtain permits for every piece of equipment that is installed on the City’s right-of-way. It’s the goal of the department to provide permit applications, site plans, etc. that are correct the first time, reducing the amount of time and effort of edits by city engineers and/or permitting staff. Below are some examples of site plans from school zone programs that we’ve implemented in Hamilton Co, TN (where BLS is located).

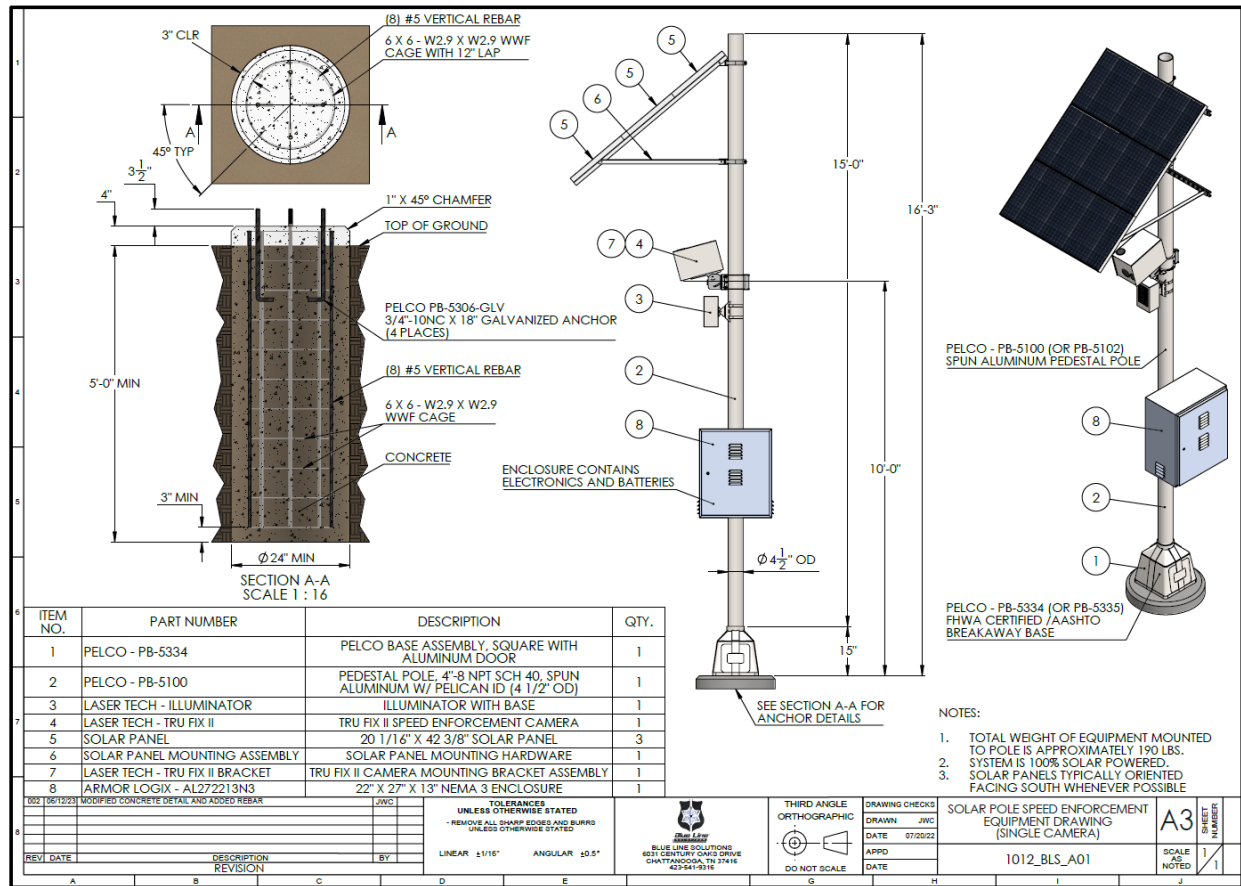
The permitting process includes, but is not limited to:

- ✓ Site visits to determine camera and sign locations
- ✓ Assessing existing school zone signage
- ✓ Make recommendations for upgrades of legacy school signage and/or flashers
 - Assessing school zone for flasher monitoring to ensure flasher functionality required for adjudication of citations in court.
- ✓ Develop site plans and stamped by Traffic Engineers
- ✓ Permit application completed and submitted to city/state
- ✓ Utilizing the ETIs from the city-selected firm for the permitting process
- ✓ Assessment for sign placement per TCA 55-8-198
- ✓ Identifying proper placement of MUTCD-compliant signage
- ✓ Assess the site for functionality before operational status
- ✓ Complete site construction
- ✓ Complete camera installation
- ✓ Ensuring restoration of the site after installation

The site plans to the right were from submissions in Soddy Daisy, TN, located in Hamilton Co. These site plans are an example of those provided for DOT, city, or county permit applications, and include measurements in which each sign/camera are to be located.

<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">PROJECT TITLE:</div> <div style="width: 70%;"><h2 style="margin: 0;">Ivy Academy</h2></div> </div>											
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">PROJECT DESCRIPTION:</div> <div style="width: 70%;"><h3 style="margin: 0;">PHOTO SPEED ENFORCEMENT FOR DAYTON PIKE SCHOOL ZONE</h3></div> </div>											
<h2 style="margin: 0;">COVER PAGE</h2>											
<div style="margin-bottom: 10px;">LOCATION MAP:</div>  <div style="margin-bottom: 10px;">KEY MAP:</div> 		<div style="margin-bottom: 10px;">PACKAGE CONTENTS</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SHEET #</th> <th style="width: 90%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>OVERVIEW</td> </tr> <tr> <td style="text-align: center;">2</td> <td>WEST ROUTE</td> </tr> <tr> <td style="text-align: center;">3</td> <td>EAST ROUTE</td> </tr> </tbody> </table> <div style="text-align: center; margin-top: 20px;">  </div>		SHEET #	DESCRIPTION	1	OVERVIEW	2	WEST ROUTE	3	EAST ROUTE
SHEET #	DESCRIPTION										
1	OVERVIEW										
2	WEST ROUTE										
3	EAST ROUTE										
<div style="margin-bottom: 10px;">SITE ADDRESS:</div> <p style="margin: 0;">8520 Dayton Pike, Soddy-Daisy, Tennessee 37379</p>	<div style="margin-bottom: 10px;">PREPARED BY:</div> <div style="text-align: center;">  </div>	<div style="margin-bottom: 10px;">CAD DESIGN BY:</div> <div style="text-align: center;">  </div>	<div style="margin-bottom: 10px;">PREPARED FOR:</div> <div style="text-align: center;">  </div>								
<div style="margin-bottom: 10px;">DATE:</div> <p style="margin: 0;">1/29/2023</p>	<div style="margin-bottom: 10px;">PROJECT NUMBER:</div> <p style="margin: 0;">-</p>	<div style="margin-bottom: 10px;">DRAWING VERSION:</div> <p style="margin: 0; color: blue; font-weight: bold;">1.1</p>									





BLS provides end-to-end services for the installation of signage and equipment. Our process includes detailed planning, installation, and verification to ensure that all components are correctly placed, operational, and crafted to meet State and local law(s).

Typical construction for each end of a school/work zone consists of a warning sign, a pole-mounted speed display sign (if on a state road, subject to DOT approval), and an Automated Speed Enforcement Camera. Locations vary depending on terrain, existing signage, vegetation, and engineering specifications. Before installation, each location will be stacked and located. The signs will typically use diamond-grade DG3 reflective sheeting. These signs are installed on the approach to the school zone and approach to the school zone, and according to state law, and regulations, of the speed reduction zone. Should the Program be canceled, BLS will be responsible for the cost of returning physical locations to their previous state.

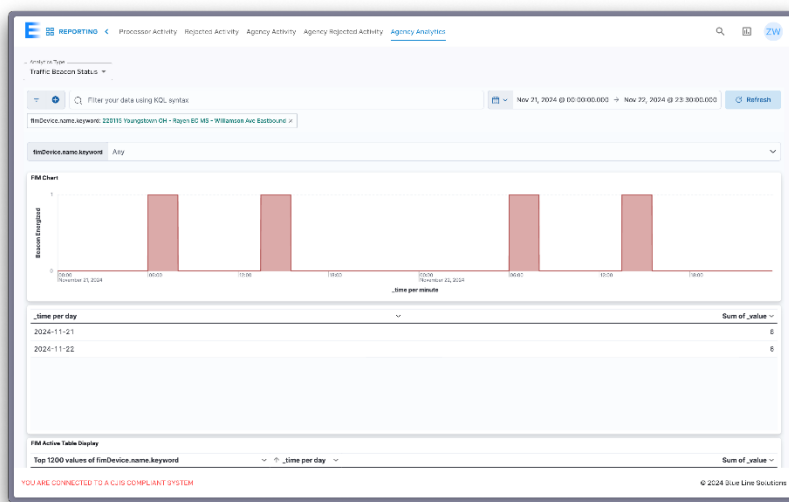
For this program, there will be two signs installed on every site and will be placed in advance of the Automated Traffic Enforcement Safety Device. All signs used will be compliant with the Manual of Uniform Traffic Control Devices (MUTCD). The location of the signs will be included in the site plan. Below are examples of the signage to be used.

FLASHER INDICATOR MODULE - VIDEO (FIM-V)

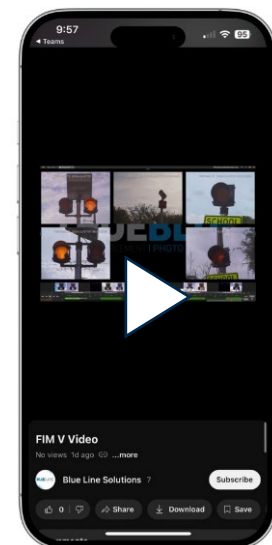
The most important component of an automated enforcement program is the violation capture and evidential chain of custody. Likewise, the most overlooked element as it relates to automated speed enforcement in school zones is proof that the flashers were flashing when the cited vehicle drove through the school zone. This issue generally arises when a violator contests a citation and attends court. The Judge often asks for proof that the flashers were operational during the time in question, and if there is none, he/she often dismisses the citation for lack of evidence.

BLS has developed a proprietary device called a Flasher Indicator Module – Video (FIM-V). The system records the operation of the school zone flashers to ensure they were operating during the violation capture. The video can be provided to the court for evidential viewing by removable media or can log into the management system with the proper credentials. The video will include:

- ✓ No physical connection to the flasher is necessary for the FIM-V to operate properly
- ✓ Can be powered by A/C or solar
- ✓ Includes a backup redundant hard drive to ensure no data loss
- ✓ The FIM-V will create a log and video file whenever flashers begin to flash and/or stop
- ✓ The evidence file will contain metadata illustrated by a graph that indicates the time the flashers began and stopped
- ✓ The video evidence can be purged based on the city policy
- ✓ Communicates via 4/5G LTE
- ✓ The video can be viewed live
- ✓ Video and metadata will include date/time stamp and all relative data



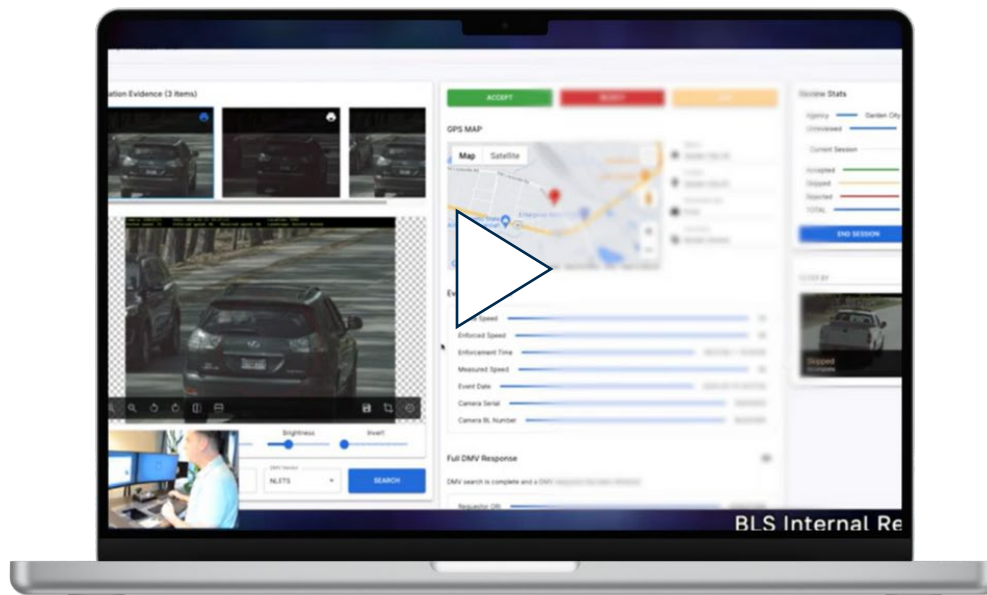
Example FIM dashboard example to see when beacon flashers are active or not



FIM V video example
(<https://youtu.be/SSU6w8Uzwoo>)

9. CITATION PROCESSING [RFP III - 9]

- 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 by City's policies*
 - ✓ As seen above, Blue Line's technology is superior, creating the highest level of evidence and chain of custody for the City of Knoxville to defend its program and enforcement.
- 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).*
 - ✓ NewGuard™ is a web-based, user-friendly traffic safety platform containing multiple modules. Among those are user-friendly, violation processing, and officer approval pages. Once approved by a police officer of KPD, the citation will be printed in the mailing center of BLS in Chattanooga and mailed to the violator.



NewGuard™ approval processing video and interactive screen for approvals
(<https://youtu.be/6bkqOIkea2o>)

- **IMPORTANT NOTE:** Blue Line Solutions is the ONLY company that will receive mailed citation payments with a TN address to a processing center. No other company can offer this important service to the City of Knoxville, as Blue Line Solutions is the ONLY Automated Traffic Safety Company in the United States incorporated, and operating a home office in the State of Tennessee.

c. *Software to process, mail, and track citations and payments will be installed and fully operational.*

- ☒ NewGuard™ allows for mailing and tracking of citations and payments with ease.
- ☒ Citations can be tracked from the point of capture by the camera, through the process of violation processing and officer approval, to printing, mailing, and delivery by the U.S. Postal Service.
- ☒ Meticulous records are kept of all citation payment information.
 - When a citation is paid in full, the citation is closed.
 - If the City allows partial payments, and/or payment plans, BLS can manage and maintain records on behalf of the program.

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*

- ☒ BLS is a Strategic Partner with NLETS, the same data repository utilized by the Knoxville Police Department (KPD) when an officer runs a vehicle registration. NLETS is a branch of the FBI's NCIC system that aggregates national data for vehicle registrations. Through NLETS, BLS is able to connect directly to the Tennessee Department of Motor Vehicles to obtain vehicle registration data. Additionally, BLS houses the violation data at NOVA, an NLETS data center. This partnership ensures that the City of Knoxville has access to the most accurate, up-to-date registration data available, ensuring compliance and efficiency for law enforcement and this program.
- ☒ BLS also utilizes other national databases, such as LexisNexis and TLO, to run vehicle registrations when needed, further ensuring comprehensive and reliable data for processing citations.

e. *Citations will be issued in seven (7) days or less from the 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.*

- ☒ Blue Line's internal policy dictates that violations are mailed within 3 days at the latest from the date of violation. BLS will exceed this requirement.

f. *Warnings will be mailed in place of a citation for new intersection approaches during the first month of operation.*

- ☒ BLS will provide a warning program for each intersection/school zone for the first month as required.
- ☒ BLS will additionally conduct a speed study during the first week of the warning program from the data collected by the LiDAR and intersection cameras. After this study is completed, BLS will provide the city with data reports that measure the effectiveness of the PI&E phase of the programs. The same data will be collected during week one of the enforcement to measure the effectiveness of the warning programs. This data will provide the City of Knoxville with a view of the safety reductions that have taken place during the warning periods. As an example, our program expects to realize a minimum of 60% reduction in speeding vehicles through school zones after the warning period. Data such as this will be provided in charts and graphics, with narrative explanations.

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.

- ☑ BLS will train as many officers as necessary for review and approval of citations.
- ☑ BLS will keep an open line of communication with the approving officers to ensure that violations are approved and mailed within the boundaries of Knoxville City Policy/Ordinance and state law.

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.

- ☑ Violation data is securely captured at the enforcement site by LiDAR-enabled, disk-encrypted compute devices. All event data files are encrypted using proprietary algorithms and transferred to BLS over Secure FTP. Modern best practices are enforced for network transport and rest-layer security. Additionally, BLS is CJIS compliant, and carries a SOC 2 certification.

INFORMATION REGARDING CITATION PROCESSING

The process for handling potential violations through BLS is thorough and multi-faceted. It ensures that each step, from initial detection to final resolution, is conducted with precision and in compliance with legal standards.

The journey of a potential violation begins with Blue Line's rigorous event review process. This initial review is conducted manually, by professional BLS citation processors, to verify the legitimacy of the violation. Following this, a secure and detailed DMV lookup and a second verification are performed to match the vehicle in the photo images with the correct registered owner. This process leverages NLETS, the International Justice and Public Safety Network, to access owner data from 48 states and Washington D.C., boasting an impressive success rate of over 90% in owner lookups over the past decade.

Once a potential violation is confirmed, it is forwarded to the City for verification and approval. Upon the City's approval, BLS formalizes the citation in line with Tennessee Code, including all necessary documentation and imagery captured by the enforcement systems. Each violator is assigned a unique case number and PIN for online review of the details. This workflow is illustrated above.

Our meticulous process extends to ensuring accuracy of the mailing addresses for the citations, utilizing the United States Postal Service (USPS) and the National Change of Address database to update any outdated information. The NewGuard™ system meticulously tracks all citation notices, with a second notice being sent to address non-responses, all within the legally specified time limits.

The preparation, printing, and mailing of citations adhere to strict standards, including compliance with Tennessee Court requirements and the City's approved formats. Each citation includes three high-quality digital images to substantiate the violation, along with all necessary legal and payment information. Warnings are issued in the first month to ease the transition of newly installed systems.

Blue Line's commitment to due process is evident in the automated tracking and management of violations within the NewGuard™ system. This ensures that follow-up notices are accurately dispatched, keeping violators informed and facilitating the resolution of each case, whether through payment or legal proceedings. This comprehensive approach underscores Blue Line's dedication to upholding the integrity of the traffic enforcement process and supporting the City's efforts to maintain public safety and compliance.

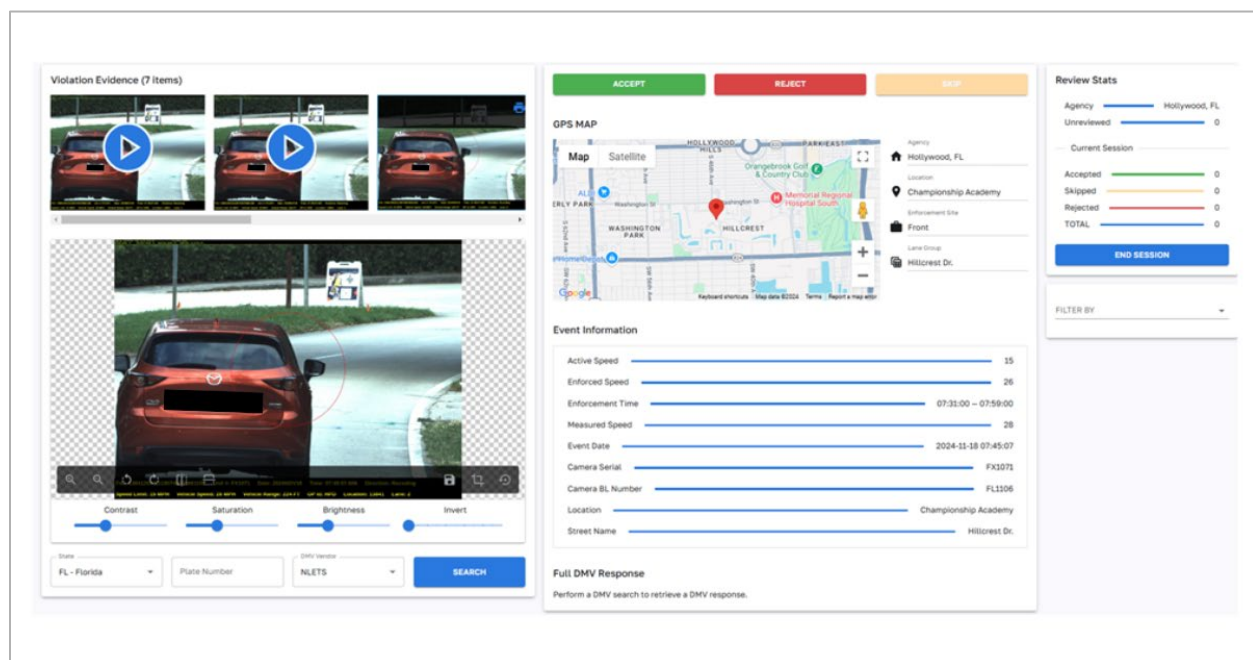
After violation approval by an authorized officer of the jurisdiction, a first notice will be mailed to the registration address within 5 days. As required/requested by the city, all notices will contain a brochure with instructions and information on the following:

- How to pay the citation
- How to contest the citation
- How to view images online
- Consequences for non-payment
- Consequences for not filing to contest in a timely manner as prescribed by law
- Any other information required/requested by the city

A second and final notice can also be mailed in keeping with the timelines laid out by state law/City Ordinance, or requirements of this RFP. Additionally, BLS will maintain and destroy any recorded video or photograph obtained through the Systems pursuant to state laws and the Police Department's records retention policy.

BLS will supply, install, and maintain our integrated software solutions for citation approval, video review, and "hot list" data management. ***Our software seamlessly merges automated license plate reader data with the current ALPR database, providing a comprehensive platform for managing violations and traffic data.*** The system is programmable for school calendars, enforcement times, and variable speed thresholds, allowing for flexible and responsive management.

All software utilized to process citations, track data, payments, etc., is developed in Chattanooga, TN. The data is stored at the NLETS (National Law Enforcement Telecommunications System) facility in Phoenix, Arizona, in their data center, known as NOVA. Blue Line Solutions is CJIS (Criminal Justice Information System) compliant and adheres to all cyber security protocols as required by NLETS & CJIS.



Approval interface in NewGuard™ -- Test Screen (CJI Data, Not Actual)

Following each trigger event (violation capture) an evidence package comprising video, audio, noise levels and license plate information is automatically sent to our secure web server in real-time. The user can then review each event and check the data before acting. The system API can be programmed to interface with the customer's existing front end and hence integrated with other camera enforcement technology operated by that jurisdiction.

Our primary aim is to ensure that individuals who receive a Notice of Violation are fully equipped with all the necessary details to acknowledge the notice promptly. This includes all information required by Tennessee codes providing comprehensive information about the violation, clear evidence of its occurrence, and a range of convenient payment methods such as online, phone, or mail options. To achieve this, BLS ensures that each Notice of Violation is straightforward and user-friendly. These notices prominently feature the police department's logo and furnish all essential details about the infraction, including photographic evidence, pertinent data, and the recorded speed.

Additionally, for further clarity and verification, we include a link that allows violators to view both the incident and an accompanying video snippet online. This approach is designed to make the process as transparent and accessible as possible, facilitating a better understanding and response from the recipients of the Notices of Violation.

The screenshot displays a user interface for a traffic violation notice. On the left, a sidebar contains three sections: 'Violation Issued By' with the South Fulton logo and address, 'Vehicle Owner Info' for Parker Watts, and a 'Pay Violation Here' section with a 'Violation Ledger' table. The table lists a 'First Notice' for \$100 due on August 21, 2024, with a subtotal of \$100, a credit card fee of \$3.9, and a total due of \$103.9. A green button at the bottom of the table says 'Click to pay violation'. The main content area on the right features a vehicle identification section with the license plate (42) 579WW0, next due date of DEC 07, 2024, and license plate TCC3017. Below this is a 'Violation Evidence' section with seven video thumbnails. A 'VIOLATION' table lists details: Date (08/20/2024 00:00:00), Time (08/20/2024 08:04:31), Speed Limit (25), Measured Speed (38), Over By (13), and Approving Officer (ShaQuitta Lyons). To the right of the table is a map showing the location on Buffington Rd. Below the map is a 'Location Info' section with fields for Agency (South Fulton), Location (Hapeville Charter), Enforcement Site (Front), and Lane Group (Buffington Rd).

Violation Ledger (1 items)	
First Notice	\$ 100 Aug 21, 2024
SUBTOTAL	\$100
Credit Card Fee	\$3.9
TOTAL DUE	\$103.9

VIOLATION	VEHICLE
Date	08/20/2024 00:00:00
Time	08/20/2024 08:04:31
Speed Limit	25
Measured Speed	38
Over By	13
Approving Officer	ShaQuitta Lyons

Location Info

Agency: South Fulton

Location: Hapeville Charter

Enforcement Site: Front

Lane Group: Buffington Rd

Example payment screen that violators will see from their link on NewGuard™

At such a time as a violation is approved as valid by an authorized officer of the jurisdiction, a first notice is mailed to the registered owner of the vehicle address. This first notice contains instructions and information on Payment Options, Contesting the citation or requesting a hearing, viewing images online, and the consequences for non-payment or failing to file a timely contest.

NewGuard™ is designed to provide a secure and efficient method for municipal users to manage violation data, employing a system that emphasizes individualized access and robust security measures. Upon accessing NewGuard™, users are required to enter a unique login and password, ensuring that each user's identity is authenticated. The system assigns specific "User Roles" based on the user's position and function within the municipality, allowing for a customized access level tailored to each user's responsibilities. This role-based access control is further complemented by a set of pre-established entitlements dictated by the City's directives, which define the viewing privileges and functionalities available to each user.

The system is built with a strong focus on auditability and traceability, allowing for any modifications, calls, or notes made within the NewGuard™ environment to be meticulously tracked and traced back to the individual user. This ensures a high level of accountability and integrity in the handling of sensitive information.

Security is a paramount concern, and NewGuard™ addresses this by not only offering standard authentication methods, such as username/password and digital certificates, but also providing an optional Two Factor Authentication mechanism for municipalities seeking an additional layer of security. This advanced feature combines something the user knows (their username and password) with something the user has (a one-time password generated from a USB key fob), significantly enhancing the security framework, especially for police reviewing processes.

Once logged in, authorized municipal users are presented with a comprehensive overview of violation data, including detailed information such as violation numbers, incident dates and times, multiple vehicle images, license plate numbers, registered owners' information, and the status of violations. This data, encrypted at the capture site for security, is decrypted upon its arrival at the BLS headquarters in Chattanooga, TN, and seamlessly integrated into NewGuard™, ready for review. This end-to-end secure and user-specific approach ensures that NewGuard™ is a highly reliable system for managing municipal violation data.

The approving officer may choose to skip, approve, or reject the violation. Rejected violations require a specified reason and are scheduled for deletion. Approved violations have consequences applied and are scheduled for printing and mailing out. Below you will find the user interface for the BLS NewGuard™ system.

Valid violations are queued for printing and mailing. Violations are printed, folded, placed in envelopes, and stamped within a secure, BLS owned/operated mail facility. USPS collects and delivers the citations via first-class mail to the registered vehicle owners. The Blue Line Solutions mailing facility is regularly audited by NLETS for CJIS compliance.

A second and final notice can also be mailed in keeping with the timelines laid out in Tennessee law. The violator will pay a processing fee for each credit/debit card-based transaction used for violation payment. There is no charge for payment by check or money order. Additionally, BLS

will maintain and destroy any recorded video or photograph obtained through the systems pursuant to state and local laws and the police department's records retention policy.

For violators that wish to pay their citation in person, BLS plans to implement a regional office. This centers' employees are highly trained in customer satisfaction and support.

Example of Citation Front



**SODDY-DAISY, TN
POLICE DEPARTMENT
C/O PHOTO SPEED VIOLATION
PROCESSING CENTER
PO BOX 19207
CHATTANOOGA, TN 37416**

Registered Owner:

NOTICE OF VIOLATION

Violation Number

Violation PIN

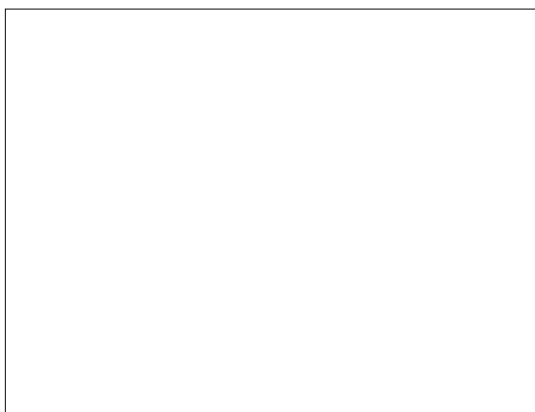
Notice of Violation Information

Due Date:

Amount Due >>

Please take notice that the vehicle described and pictured herein was photographed violating public safety by exceeding the speed limit in a school zone. Therefore, under Tennessee Code Annotated § 55-8-198, as the registered owner(s) or lessee, you are liable for the Civil Monetary Penalty. No points will be assessed against your driver's license. Information about how to contest or file an affidavit to disclaim liability is on the reverse. **WARNING:** Failure to pay the Civil Monetary Penalty or to contest in a timely manner shall waive any right to contest liability. Please call 1-855-252-0086 regarding payment.





ON (DATE)	AT TIME	LOCATION OF VIOLATION AND SYSTEM	
ISSUE DATE		DUE DATE	
NAME			
STREET ADDRESS			
CITY	STATE	ZIP CODE	
VEHICLE YEAR		VEHICLE MAKE	
VEHICLE LICENSE PLATE NUMBER		STATE	
Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law.			
IN VIOLATION OF: Tennessee Code Annotated § 55-8-198		POSTED SPEED	DETECTED SPEED
I am a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone. Based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not authorized by law.			
SWORN TO OR AFFIRMED BY REVIEWING OFFICER	SIGNATURE	DATE	BADGE #



* Please return this portion with your payment *

☐ Please check box if address is incorrect or has changed, and indicate change(s) above.

**SODDY-DAISY, TN
POLICE DEPARTMENT
C/O PHOTO SPEED VIOLATION
PROCESSING CENTER
PO BOX 19207
CHATTANOOGA, TN 37416**

For frequently asked questions and/or to make a payment, please visit: WWW.VIOLATIONPAYMENT.NET Use your Violation Number and Pin Number to login		
ACCEPTED CREDIT/DEBIT CARDS    		
IF PAYING BY PHONE Please call: 1-855-252-0086 TOLL FREE \$5.90 CHARGE ADDED TO ALL CREDIT/DEBIT CARD PAYMENTS		
If paying by check, please make check or money order payable to THE CITY OF SODDY-DAISY, TN <u>Payments will not be accepted at Soddy-Daisy City Hall</u> Do not mail cash or credit/debit card information. Enclose remittance slip and check.		
Violation DATE	PAY THIS AMOUNT	Violation #
PAY BY:		AMOUNT PAID \$

Example of Citation Back

WARNING: Failure to pay the Civil Monetary Penalty, or failure to contest liability within 30 days of the issue date listed on the front of this violation waives your right to contest. Failure to exercise one of the options prescribed is deemed to be an admission of liability and waiver of the opportunity to contest the violation. If paid by the due date, the fine is \$50.00. If paid late, a late fee of \$50.00 will be assessed (Please see front for exact amount). Additional fees or court costs that may be assessed if the fine is not paid timely or if the violation is contested and the person is convicted or found guilty of the offense.

This violation is NOT considered a moving violation. Non-payment of this violation cannot adversely affect your credit score report, driver's license, and/or automobile insurance rates. This violation is deemed NONCRIMINAL and will not be made a part of your operating record.

A. ACCESSING YOUR RECORDS: You may pay this violation, view additional images, or obtain forms to contest the violation or transfer liability by visiting www.violationpayment.net. You will need your Violation Number and Violation PIN (found on the front of the violation).

B. PAYMENT OPTIONS: all payments made by using a credit/debit card will incur a \$5.90 transaction fee.
All returned checks will incur a \$25 NSF fee, plus an additional \$11.81 bank fee.

1. **Online payments:** visit www.violationpayment.net or scan the QR code on the front of this violation. Log in using the Violation Number and Violation PIN (found in the red box on the front of this violation). Click "Pay"
2. **Pay by Phone:** Available Monday through Friday, 9:00 a.m. to 5:00 p.m. EST. Call 1-855-252-0086
3. **Pay by Mail:** Check or Money Order Only, made payable to the City of Soddy-Daisy, TN
Mail your check with the payment slip on the front of this form to:

Soddy-Daisy, TN Police Department
C/O Photo Speed Violation
Payment Processing Center
PO Box 19207
Chattanooga, TN 37416

C. CONTESTING: You may contest the violation by filing a written request for an administrative hearing. You must request a hearing within 30 days of the issue date listed on the front of the violation.

1. Visit www.violationpayment.net
2. Click "Contest Your Citation"
3. Select "Soddy-Daisy, TN Court Hearing Request Form"
4. Complete the Hearing Request Form email, mail or fax it to the location specified on the form. Notification of a hearing date will be provided to you via first class mail. **Please be advised a court cost of \$68.75 may be assessed to you.**

D. NOT DRIVING VEHICLE: Submit 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.

1. Visit www.violationpayment.net
2. Click "Transfer Citation"
3. Select "Soddy Daisy, TN Transfer of Liability Form"
4. Complete the form identifying the name and address of the person who was operating the vehicle at the time of the alleged violation. **This form MUST be notarized, and all fields on the form must be complete.** Send by mail, fax, or email to the location specified on the form.

E. STOLEN VEHICLE OR TAG: 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. 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.

Note - if you do not have access to a printer, email or fax, please call our processing center at 1-855- 252-0086

Above is an example of a BLS citation that provides proof, report summary and payment instructions.

SPEED IMAGING/VIDEO CAPTURE

All speeding citations will contain visible images, that will include a RED CIRCLE referred to as the “reticle”. This reticle represents the LiDAR/laser beam, that is placed in the lane of travel. As the vehicle drives through the reticle/LiDAR, the LiDAR captures the speed of the vehicle and the distance the vehicle is from the LiDAR unit as the vehicle moves through the LiDAR/laser beam.



Example photo of violator vehicle as seen in approval process and payment screens

The white arrow pointing to the red circle illustrates the “reticle”, identifying where and how the vehicle traveled through the LiDAR/laser beam. This eliminates the possibility that the LiDAR captured the speed of any other vehicle than the one that traveled through the beam. This method of speed capture has been utilized by officers with handheld LiDAR for decades and is the MOST defensible form of automated speed enforcement technology on the market.

The system also captures a video of the vehicle traveling through the LiDAR/laser beam. Click [HERE](#) to see an example.

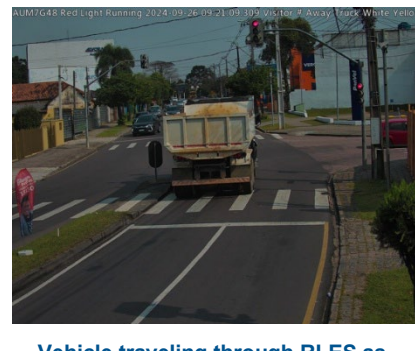


Video of BLS' DragonEye ASE camera in action
(<https://youtu.be/kzm0lhwmu1w>)

RED-LIGHT IMAGING/VIDEO CAPTURE

BLS's Red Light Enforcement System (RLES) is a video-based solution employing advanced AI and image processing to automatically detect red light violations. The system captures high-resolution video and still images of vehicles that run red lights, providing clear and reliable evidence for enforcement. Our solution's key features include:

- ✓ **Advanced Detection Capabilities:** AI-driven algorithms analyze the vehicle's position relative to the stop bar and red light, ensuring accurate violation capture.
- ✓ **High-Resolution Cameras:** Capture 30 days or more of video data with sensitivity for various lighting and weather conditions.
- ✓ **Non-Intrusive Installation:** Cameras and sensors are installed without disrupting roadways, avoiding the need for pavement cuts, and enabling faster deployment.
- ✓ **All-in-One Design:** A compact cabinet houses the entire system, simplifying maintenance and reducing costs.
- ✓ **Web-Based Processing:** Integrated citation management software allows secure access for city officials to review and process violations in NewGuard™ (same system as our Automated Speed Enforcement



Vehicle traveling through RLES as captured in a violation.

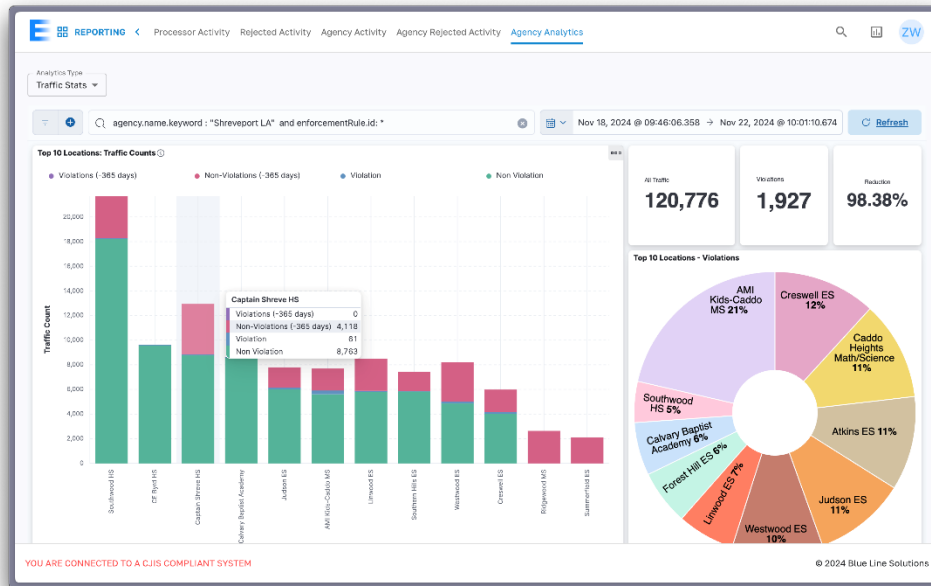
system).

10. STATISTICAL ANALYSIS AND REPORTING SYSTEM [RFP III – 10]

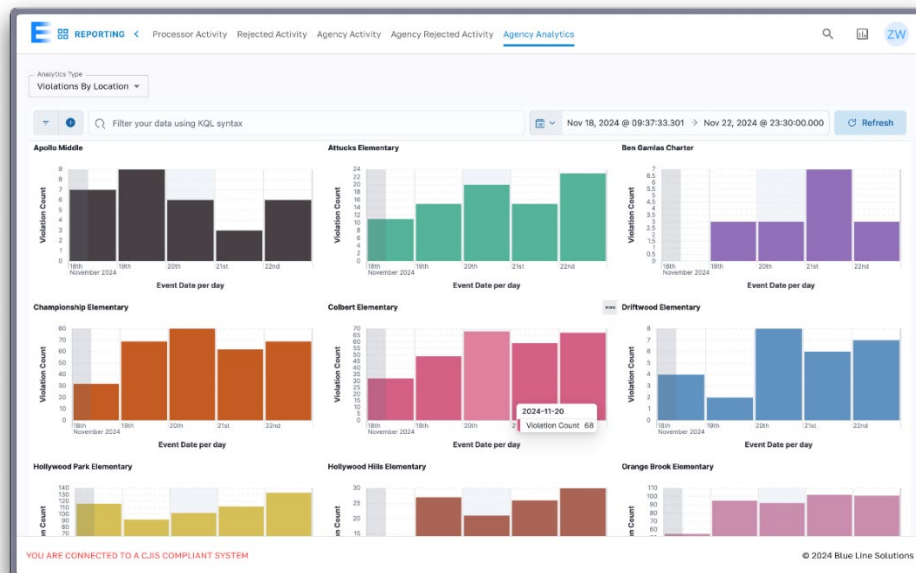
- a. *Systems with the capacity to produce statistical analysis of camera operations will be preferred, including at minimum, hours of use per camera by operational site, results achieved by each camera by site, offenses recorded by site, equipment malfunctions, status of notices issued (outstanding, 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.*
- ☑ The BLS system is fully capable of analyzing results obtained from each camera location to show the prosecutable image rate. Our proposed system will produce a statistical analysis of camera operations to the City of Knoxville. This analysis will provide all data requested in the RFP, plus additional relevant information..
 - ☑ Blue Line's program is built upon data collection and analytics, we know the only way to determine if a program is successful is through data collection and aggregation. For this reason, BLS will provide the agency with a customizable dashboard through which the user can run many reports including but not limited to data regarding:
 - Traffic data
 - Camera data
 - Camera specific
 - Lane specific
 - Road specific
 - Speed Zone Specific
 - Intersection Specific
 - Direction of Travel Specific
 - Violations by site
 - Equipment malfunctions
 - Service reports
 - Calibration reports
 - Citation Information
 - All data from capture to disposition
 - Real-time traffic data
 - Volume
 - Violations
 - ☑ NewGuard™ provides a dashboard that can be customized for the individual user. Reports and graphs can be run using easy-to-understand filters.
 - NewGuard™ separates the data into two distinct data sets
 - **Pre-Processed** – This is data that has been uploaded from the cameras, but not yet processed/approved to a violation. This raw data does not change, as it is uploaded directly from the camera.
 - **Post-Processed** – This is the data that has undergone processing and agency approval. This data set will change vs. the Pre-processed data, as this would include violations that were spoiled (not approved by the officer), tag not visible due to obstructions, etc.

- ✓ Data from either set can be run to calculate seemingly endless types of data reports and statistics.

Post Implementation Speed Study Dashboard (An analytics dashboard, showing number of violation and non-violation traffic events observed during an enforcement time frame. Includes metrics to show the “reduction rate”, as well as a breakdown of violations by location in an easy-to-interpret pie chart)



Example speed study dashboard for viewing localized citations and statistics



Example speed study dashboard for viewing citations over time by location

b. *Preference will be given to systems which can analyze results obtained from each camera location to show the prosecutable image rate.*

☑ NewGuard™ can provide data from each camera location in multiple ways for analysis of the intersection, school zone, or noise ordinances. Data can be analyzed by the filters including, but not limited to the following:

- City
- School
- Street
- Lane
- Direction
- Camera

☑ **Violation Details Screen** (shows an example of the screen an officer might see if they are reviewing a violation that was issued, to include the violation's history, violation details, media, payment status, any comments associated, violator details, and other data)

The screenshot displays a web-based dashboard for reviewing a traffic violation. The interface is divided into several sections:

- Violation Issued By:** Tallulah Falls, GA, 255 Main ST, Tallulah Falls, GA, 30573.
- Vehicle Owner Info:** CARSON HOLMES, 7601 OLD MOON ROAD, COLUMBUS, GA, 31909. It includes tabs for VIOLATION, RESIDENCE, and CARS.
- Violation Details:** (6) YH59PT, CLOSED, NEWGUARD. Next Due Date: NOV 21, 2023. License Plate: YGX372. Action buttons include Void, Pause Aging, Schedule Hearing, Reprint Document, Re-Issue, Transfer, Re-Open, and Cancel Collections.
- Violation Evidence (4 Items):** Four images showing the vehicle (a dark SUV) from different angles, including a close-up of the license plate.
- Violation Details Table:**

VIOLATION	VEHICLE	HISTORY
Date	09/11/2023 00:00:00	
Time	09/11/2023 11:26:39	
Age	435	
Speed Limit	45	
Measured Speed	62	
Over By	17	
Reviewing User	Kenny Bonner	
Approving Officer	Tonya Elrod	
- Comments (0 total):** A text input field for comments.
- Location Info:** A map showing the location of Tallulah Falls Middle School and Tallulah Falls School. Location info includes Agency: Tallulah Falls, GA and Location: Tallulah Falls School.

Example violations detail dashboard (CJI Data, Not Actual)

- c. *Contractor will provide City with a monthly activity report within ten (10) days following the end of the month.*
 - ☒ An activity and revenue report will be provided within 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.*
 - ☒ BLS will provide a monthly report including the above-required data but will also include many more data points for the program.
- e. *Contractor shall be able to provide an audit trail of all voided and discarded images.*
 - ☒ A complete audit trail is maintained on every image captured throughout the processing and officer approval process, to delivery of the citation by USPS.
 - ☒ In the event that violations are marked as an exception during BLS violation processing, or spoiled by an officer of KPD during the approval process, audit trails are maintained of each.

11. TRAINING SUPPORT [RFP III – 11]

- a. *Contractor shall offer ongoing training support for their product subject to mutual agreement*
 - ☒ As outlined in this proposal, BLS will provide ongoing training support for the project based on mutual agreement. To ensure agency personnel are fully equipped to approve citations and utilize reporting tools effectively, BLS offers comprehensive training sessions. Additional training sessions for new or existing agency members can be scheduled at any time, free of charge.
- 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.*
 - ☒ BLS will provide hands-on training prior to the program's launch to ensure agency members are fully prepared to operate the system. BLS will work with KPD to schedule training and determine dates and times based on officer's working shifts. BLS understands that 2 or more training classes may be necessary to train all officers selected by the city. Additionally, ongoing training will be available at no cost to the City of Knoxville
- 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.*
 - ☒ BLS will furnish all applicable training materials and manuals, either printed or electronic, at no cost throughout the contract.

12. PURCHASING OF EQUIPMENT [RFP III – 12]

BLS has sufficient financial resources to provide equipment approved by the City, to monitor signals approaches, speed zones, and noise. All equipment will remain the property of the BLS (unless otherwise agreed to through the contracting process).

a. System must be modular in construction that will facilitate easy installation and maintenance.

- ☒ All equipment installed for red light, speed, and noise ordinance enforcement will be modular and easily assessable for maintenance and repair. Maintenance and installation of our systems are deployed without interrupting traffic flow.

b. Contractor shall provide and install all equipment including but not limited to poles, cabinets, cameras, and related equipment at each location.

- ☒ BLS recognizes that the company is responsible for the installation of all equipment, including poles, cabinets, cameras, and related equipment. All installations will be completed as per the site plans that were permitted and approved by the City of Knoxville.

c. System may require detection equipment technology that is cut into or embedded in the road surface but should be least invasive as possible.

- ☒ BLS does not foresee a need to cut into or embed any technology in the road surfaces to comply with the City of Knoxville requirements. However, BLS will ensure all equipment installed as part of the program will not be invasive.

13. AUTOMATED TRAFFIC SIGNAL CAMERA ENFORCEMENT [RFP III – 13]

Blue Line recognizes the specifications as listed and proposed locations in the RFP relative to Automated Red-Light Enforcement.

a. As stated in the RFP: 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 depending on the intersection, and up to 4 approaches per intersection.

Blue Line's NewGuard™ Traffic Camera Enforcement program provides:

- ✓ **Multiple digital still photographs to include rear event images:** 2 overview images (one showing the vehicle approaching the crossing and another showing the vehicle in the conflicting area of the crossing. Both images will show the traffic light status.
- ✓ **Rear plate images:** 1 image will enable image zooming to view the vehicle and license plate.
- ✓ **Digital video:** Our solution will show the entire vehicle's movement.
- ✓ **Review and approval** (both for officer approval and violator review): Our solution will provide violators with access to the citation via the internet. Officer approvals will also provide the requisite images and video for adjudication.
- ✓ **Non-intrusive systems:** BLS solution does not require any installation or integration with the City of Knoxville's traffic light system. This enables for a quick and simple integration and avoids other approvals required for implementation.
- ✓ **Red light violation options:** 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."
- ✓ **Multi-lane enforcement:** Our solution can be used in many lane configurations and is not limited to 4 lane approaches.



Vehicle running a red light as captured on our cameras



Close up photo of violator license plate (redacted) as captured by our cameras

- b. *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.

- ✓ BLS will work with the city through permitting and installation upon award of the contract in an expedited manner.
- ✓ BLS will work with existing infrastructure for the currently installed systems to ensure compliance with the installation guidelines and timelines.
- ✓ BLS will work with Traffic Engineering and the appropriate permitting department for permits of new locations and will ensure installation within the timelines as established by the city.

Blue Line's dedication to reducing crashes, injuries, and fatalities is evidenced by its ever-growing technology, providing more efficient and effective ways for law enforcement to conduct traffic enforcement through their use as force multipliers.

BLS will use a camera, powered by advanced AI-based software, that revolutionizes the way red light camera violations are detected and processed. The AI software embedded in the system delivers unparalleled accuracy and efficiency by leveraging real-time data analysis, ensuring that every traffic violation is captured with precision. Our AI algorithms not only identify red light violations but also accurately detect vehicle speed, behavior, and traffic light status, reducing false positives and ensuring reliable enforcement.

With its high-performance AI chip and signal processing, the system captures violations in multiple lanes simultaneously and processes data instantly. The intelligent image processing software enhances the clarity of images, even in adverse weather or low-light conditions, ensuring high-quality evidence. The AI-enabled system also automates the retrieval and categorization of violations, providing law enforcement with easily accessible, time-stamped, and geolocated evidence. Additionally, the system supports real-time video streaming and immediate data transmission to control centers, allowing for swift action and response to traffic violations.



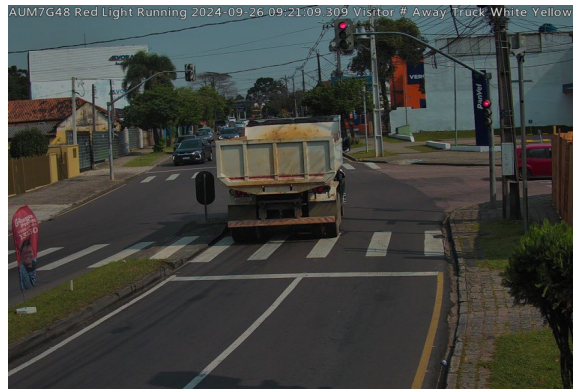
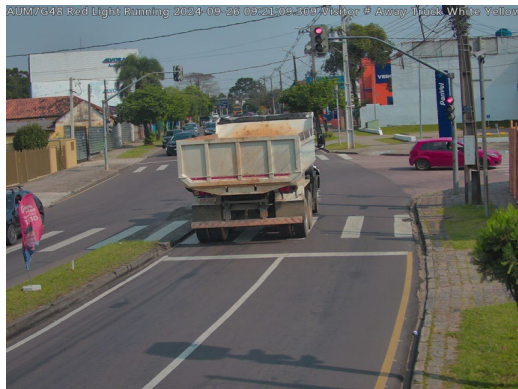
Visual of our red-light camera

Red Light Violation Detection:

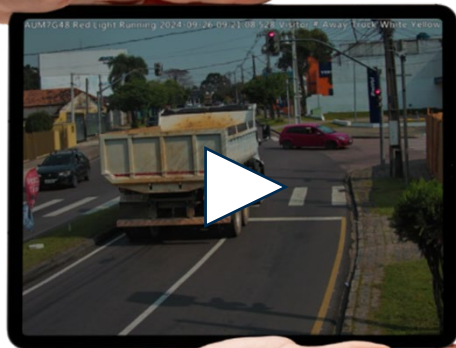
- ✓ Capture Rate: 99%
- ✓ Plate Recognition Rate: 98%

The AI's ability to consistently deliver accurate, high-resolution images and video, coupled with Edge AI processing at the camera level, results in faster decision-making, ensuring that law enforcement receives the most precise and efficient evidence possible. This not only enhances road safety but also increases the reliability and effectiveness of traffic enforcement.

Daytime Images

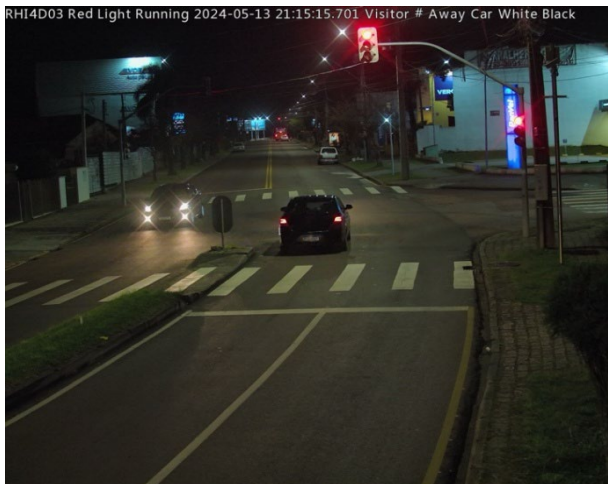
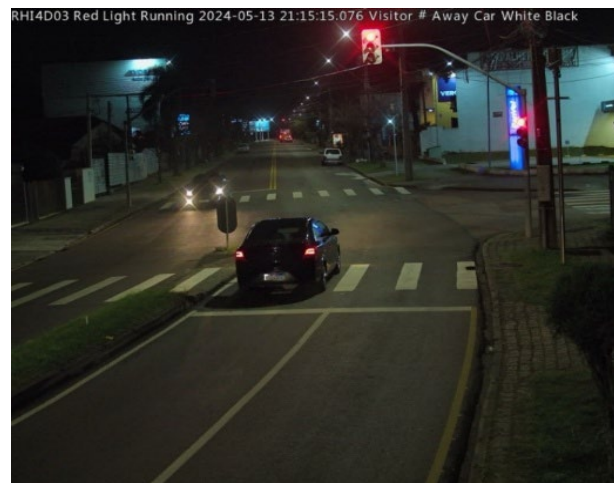
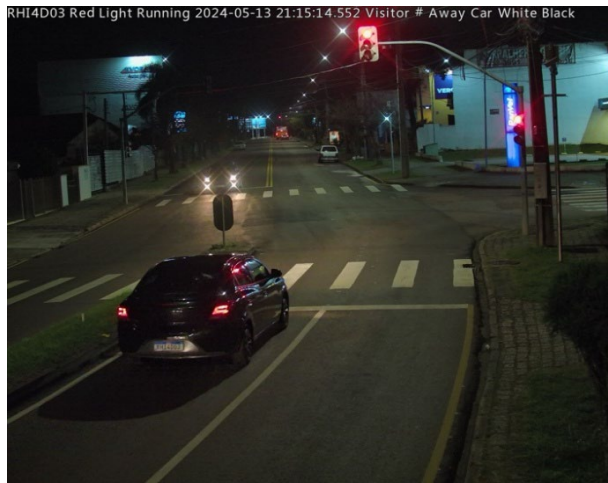


Examples of video stills from a red light violation that resulted in a near miss with a dump truck.



Red light camera video of a near miss between a car and dump truck as captured on our cameras
(<https://youtu.be/AT4H85BAHd0>)

Nighttime Images



Examples of nighttime images captured by BLS' LiDAR cameras

Nighttime Rain Images



Examples of nighttime rain images captured by BLS' LiDAR cameras

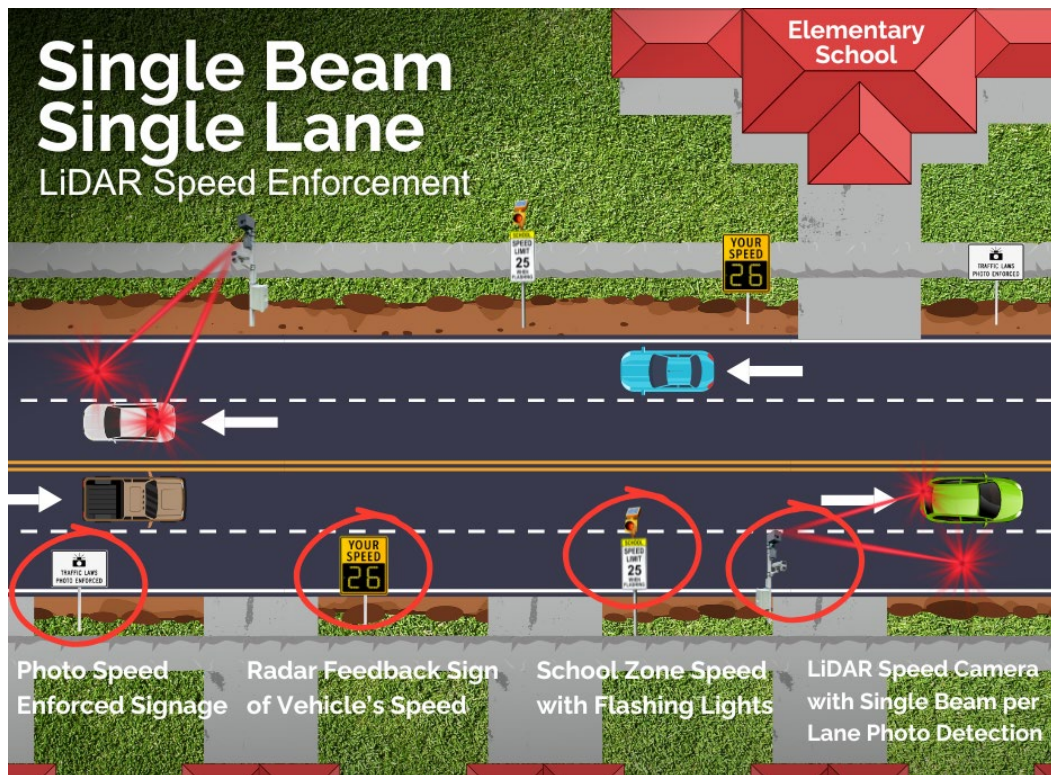


Truck driving through AI reticle of our red-light cameras
(<https://youtu.be/VLIsrZp97u0>)

14. AUTOMATED SCHOOL ZONE SPEED ENFORCEMENT PROGRAM [RFP III – 13]

Blue Line's LiDAR emits a single beam to a point on the roadway capturing 600 data points per second as the vehicle travels through the laser.

Single beam LiDAR provides more data points than any other system by which to calculate speed accurately. By this process, our technology captures only one vehicle, per lane at a time, precisely pinpointing not only *which* vehicle it captured but also where the vehicle traveled through the laser.



TECHNOLOGY

- Single Beam Single Lane Enforcement
- One LIDAR per lane
- One Camera per lane
- The car DRIVES through the laser/LIDAR beam
- 99.9% accuracy of speed calculation
- Single beam LIDAR enforcement has been used and upheld by courts for decades
- Most court defendable technology

TRANSPARENCY

- Transparent signage
- Radar Feedback Signs that display the vehicle speed prior to entering the school zone
- Updated flashers
- Flasher Indicator Module (FIM) to verify school zone flashers were flashing during violation occurrence)

Example layout of a speed zone safety program in a school zone

The LiDAR/laser beam is placed in the center of each travel lane, requiring all vehicles to travel through the beam. As the vehicle travels through the beam the LiDAR captures the speed of the vehicle. This technology is superior in that:

- ✓ It is the most defendable technology in court, having decades of case law upholding it.
- ✓ Easy to verify that the photo taken is the same vehicle for which the speed was measured
 - Reticle is easily identifiable
 - Easy to verify that the system did not capture the car behind, in front, or behind the vehicle that was cited
 - The laser beam does not move, ensuring accuracy

- Same LiDAR sensor that is on NHTSA's Conforming Product List (CPL), used by police officers for years.

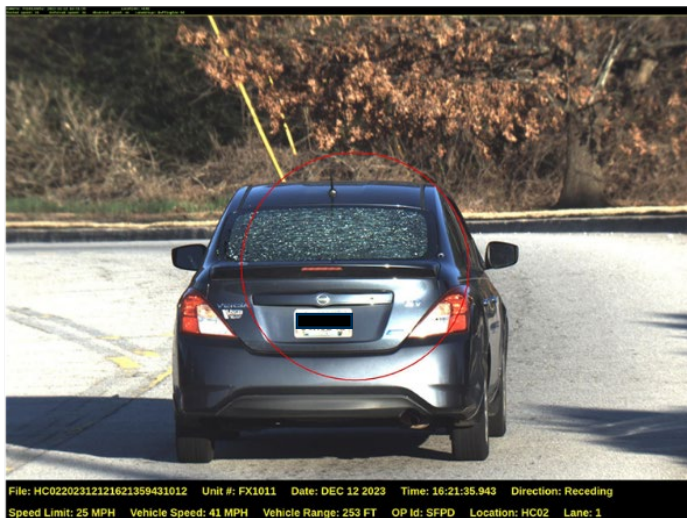
Our speed detection camera systems are designed to handle multi-lane roads by identifying specific vehicles and lanes within high traffic volumes. We provide detailed traffic data, including speed and volume metrics, which are essential for understanding traffic patterns and optimizing enforcement strategies. Consistency is the key to a successful speed enforcement program. As evidenced by the speed reduction statistics from all BLS programs, ***we strive to create a standard deployment for every school and work zone within your district.*** Below is the outline of the plan as well as the requirements and steps required to achieve success.

By design, BLS will use the same proposed automated school zone enforcement system for every school required within the City of Knoxville and all will meet or exceed all requirements outlined in the RFP. Our team is skilled in deploying ***the latest technology in speed enforcement,*** including high-definition motion picture cameras and automated license plate readers (ALPRs), to ensure precise and reliable operation.

Our company will provide a system inclusive of both fixed and portable speed zone enforcement cameras, capable of monitoring up to six lanes of traffic.

IMAGES AND CAMERA TECHNOLOGY

BLS Technology is designed, built, and manufactured in Atlanta, Georgia. All equipment is NDAA compliant, and follows a “zero touch” policy, requiring zero interaction or connection with city/ county owned and maintained infrastructure. All equipment is full self-sufficient, and completely maintained by BLS.



BLS' Technology, combats plate glare in inclement weather by taking a series of under and over-exposed images at the time of violation event capture, ensuring that both vehicle make and model and license plate information can always be legibly read. This advanced vari-exposure technology allows for crisp, high-definition imagery to be captured for every single violation event.

BLS Technology comes equipped by default with the ability to create a short playable video clip of every violation witnessed. In addition, although not a standard deployment, BLS technology can be equipped with a secondary camera that will capture a wide-angle view of every violation, helping provide even more context for the violation.

Example of BLS' AI image capture and identification technology.



15. AUTOMATED NOISE ENFORCEMENT PROGRAM [RFP III – 14]

BLS has partnered with Intelligent Instruments, the company that provided The City of Knoxville with the current noise enforcement pilot program. BLS will work closely with Intelligent Instruments to ensure seamless delivery of data and overall operation.

SoundVue™ utilizes a Class 1 accuracy microphone (certified in accordance with EIC 61672-1:2013) to detect excess noise from road vehicles. The system listens continuously and triggers noise from engines, horns, music, and Jake brakes. When it triggers it uses secondary microphones to identify the offending vehicle (even if there are multiple vehicles in the images) and LPR cameras read the license plate of the offending vehicle. A 14-second clip of video, audio, and noise level is uploaded to a secure webserver providing an evidence pack for interrogation by the user who can then decide on the appropriate course of action. BLS will provide equipment and additional information and services to include:

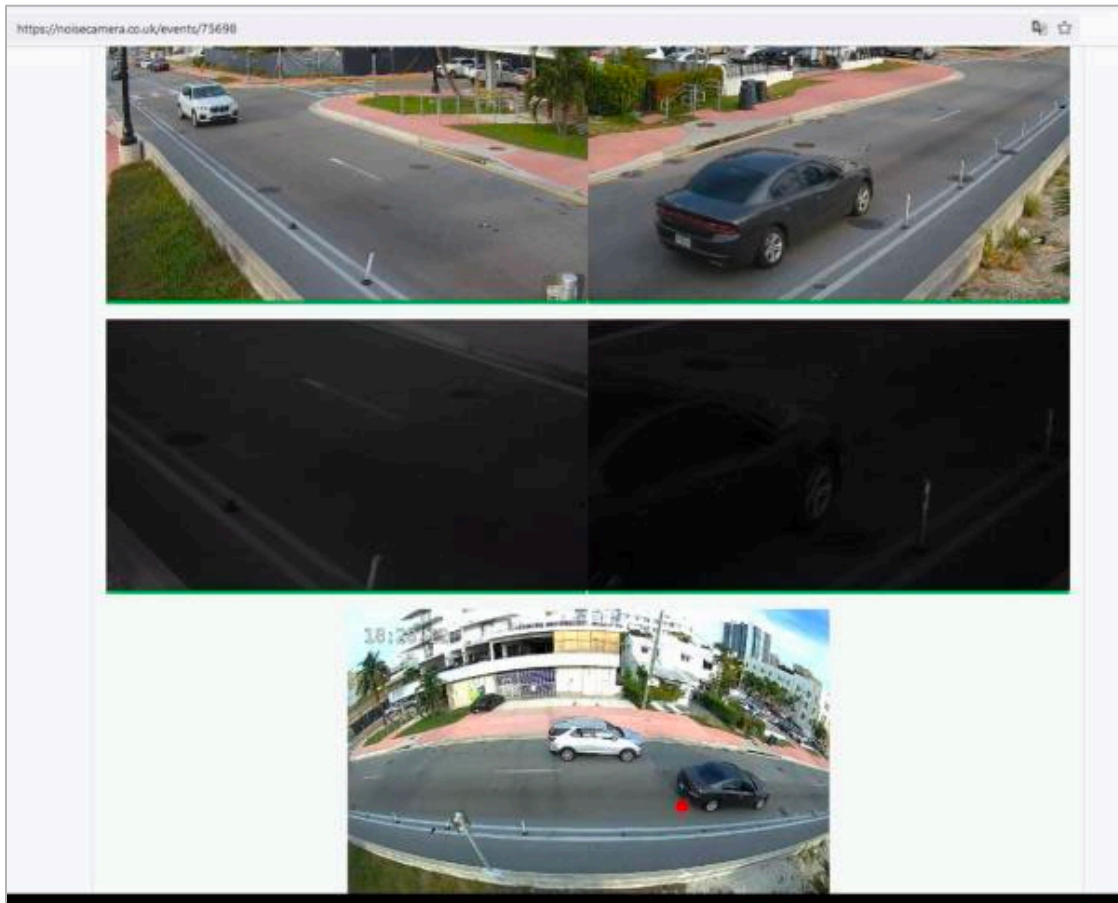


SoundVue™ device that captures and measures noise disturbances]

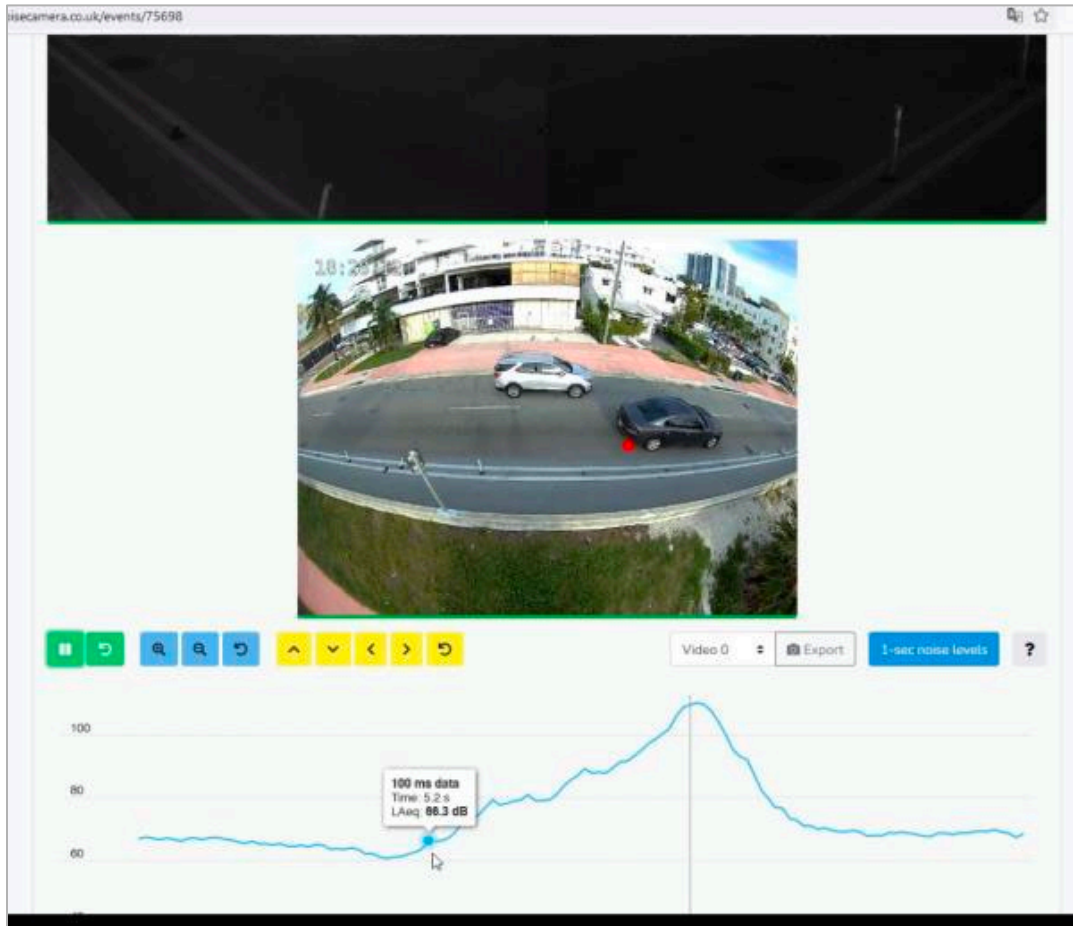
- ☑ Vehicle registration via NLETS
- ☑ Citation processing
- ☑ Warning letter mailing for the first 30 days
- ☑ Citation mailing
- ☑ Collection of payments
- ☑ Assistance with prosecution
- ☑ Will provide court packets to the court/clerk for adjudication of contested cases
- ☑ Remote, secure access to NewGuard™ to view/approve the violation

Support, as with the red-light and ASE programs through NewGuard™, meaning approving officers only interface with one software platform to provide a streamlined approval, management, and data analytic workflow.

As seen in the below video, as a vehicle approaches the SoundVue system, it will place a “dot” on the violating vehicle. As the vehicle approaches closer to the microphone, the decibel graph below the video will illustrate the decibel level of the vehicle. As the vehicle passes the SoundVue system, the decibel levels will follow the pattern of the vehicle, validating the identification of the violating vehicle. When the vehicle is passed the system, a separate camera will capture an image of the rear of the vehicle, capturing the vehicle tag. Once the photo of the tag is captured, the system utilizes optical character recognition (OCR) to read the tag, entering it into a database that can be checked against Blue Line’s Automated License Plate Recognition (ALPR) system, or Flock’s ALPR system.



Various camera angles from our red light cameras



Camera angle with graph showing noise level history on our noise disturbance and red light cameras

USER INTERFACE

Following each trigger event, an evidence package comprising video, audio, noise levels and license plate information is automatically sent to our secure web server in real time.

The user can then review each event and check the data before taking action.

The system API can be programmed to interface with the customer's existing front end and hence integrated with other camera enforcement technology operated by that jurisdiction.

If required, our partners can provide full back-office functionality providing an end-to-end solution.



Example video of SoundVue camera's backend noise violation interface
(<https://youtu.be/uMb54ljWLZI>)

"Intelligent Instruments has been crucial in the success of the NYC Noise Enforcement Program. They are constantly improving their equipment and software to meet NYC's needs. Their staff are courteous and prompt with any requests. I have recommended them to government agencies throughout the US and Canada." - Oscar Gonzales, Director of Technology & Field Operations for New York City Department of Environmental Protection

It should be noted that BLS is including the two SoundVue units at NO COST in our pricing submission. As an authorized SoundVue distributor, BLS is the ONLY Tennessee-based distributor of this technology and is the ONLY company that has Tennessee-based trained service technicians to maintain and calibrate the equipment locally.

16. CAMERA SYSTEM REQUIREMENTS [RFP SECTION 13]

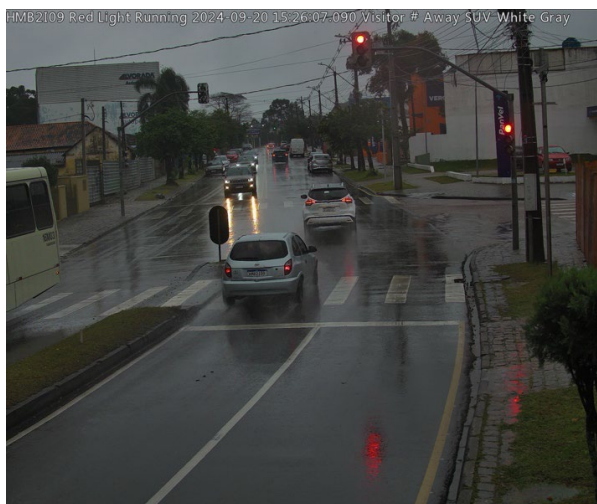
- ☑ The Blue Line red light camera system complies with this specification, as it captures video footage of the entire violation in addition to multiple images before and after the vehicle has traveled through the red light.
 - 1 overview image (one showing the vehicle approaching the crossing)
 - 1 overview image showing the vehicle in the conflicting area of the crossing
 - Both images will show the status of the red light
 - 1 or more images with more zoom to capture the license plate
 - 1 video showing the entire vehicle traveling through the intersection
- ☑ The Blue Line school camera captures a minimum of three (3) images of the speeding violation (including the license plate) as well as a video.
- ☑ The noise detection cameras are capable of recording the decibels emitted by the vehicle, a video, and images of the rear and license plate.
- ☑ All cameras comply with this specification, capturing high-quality images and video. The cameras resolution and frame rates are configurable up to 8.9 MP (4112 x 2176). Please see examples below of image examples in multiple weather conditions.

16.1 RED LIGHT RUNNING CAMERA PHOTOS

Day Time



Rain



Night

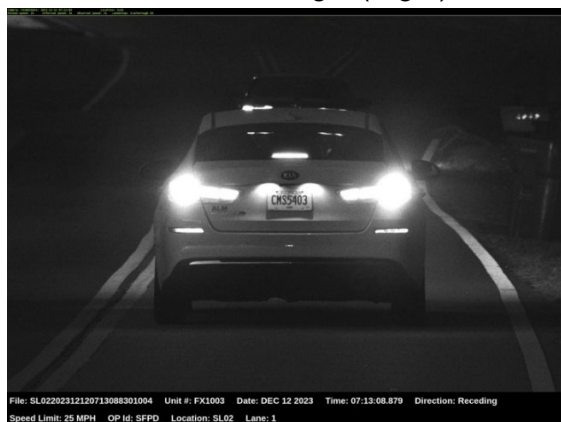


Infrared Image of Nighttime Tag

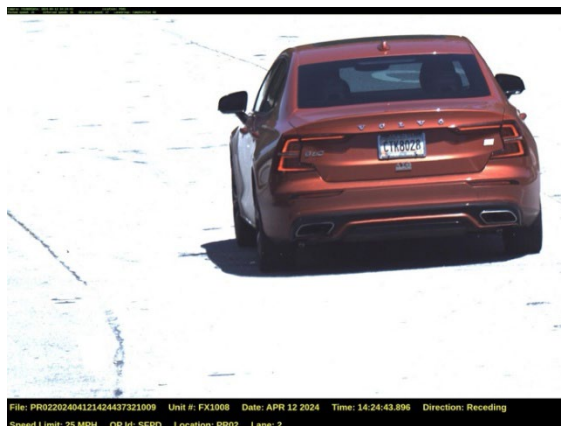


16.2 AUTOMATED SPEED ENFORCEMENT CAMERA EXAMPLES

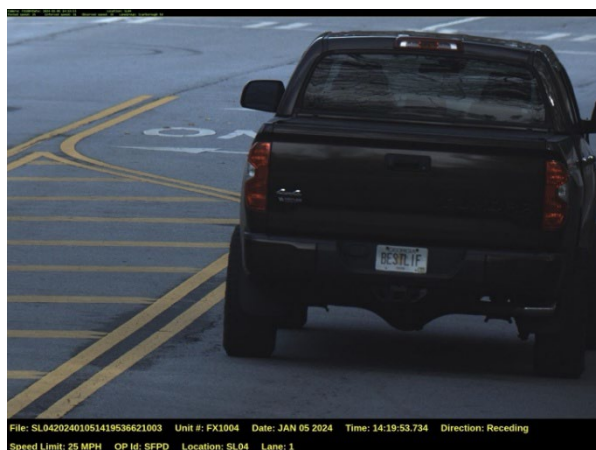
Low Light (Night)



Sun Glare



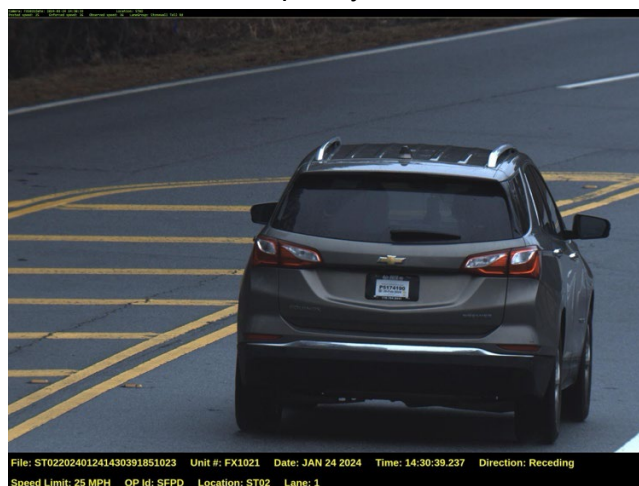
Cloudy



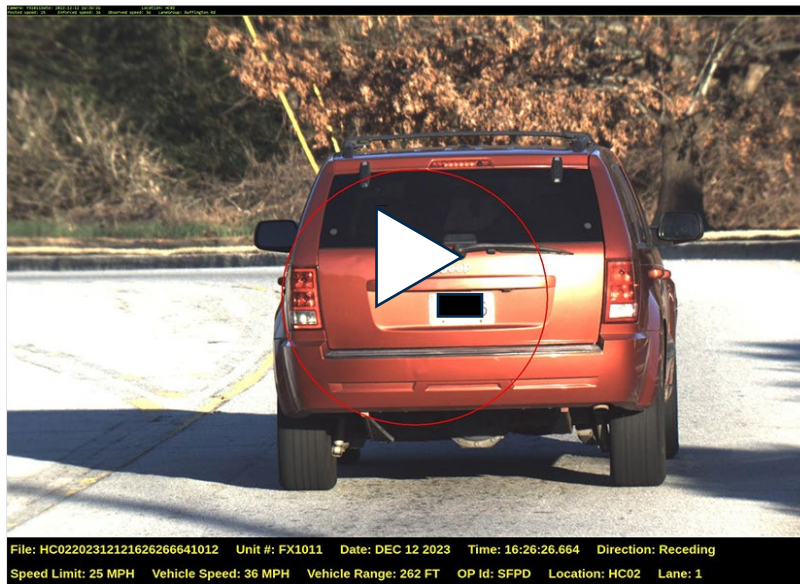
Rain



Temporary Plate



BLS Technology, combats plate glare and inclement weather by taking a series of under and over-exposed images at the time of violation event capture, ensuring that both vehicles make and model, and license plate information can always be legibly read. This advanced vary-exposure technology allows for crisp, high-definition imagery to be captured for every single violation event.



The circle/"reticle" represents the laser beam of the LiDAR. This allows the approving officer to be certain that which vehicle the LiDAR captured.

Watch the video clip to view the vehicle travel through the LiDAR. This video is an example of what an approving officer would see.

Sample graphics and video of LiDAR's accuracy (<https://youtu.be/kzmOlhwmu1w>)

- a. All three types of systems capture data 24/7/365, enabling the user to run reports for any date range.
 - a. Speeding and Red-light non-violation images are not stored, however, the meta data such as vehicle speed is stored for data analysis.
 - b. The city will have access to a reporting model (as described above).
- b. All three systems are capable of multi-lane deployments, across a wide range of operating conditions.
 - a. The single beam-single lane LiDAR ensures that EVERY vehicle speed is captured due to the dedicated LiDAR and camera per lane.
 - b. The red-light camera uses a wide-angle lens across multiple lanes, providing the ability to capture multi-lane violations, regardless of the number of lanes.
 - c. The noise ordinance unit utilizes multiple cameras to capture the oncoming violating vehicle and as it passes the equipment, continuing as the vehicle recedes from the camera, capturing the license plate.

- c. After initial setup by BLS technicians, the city **will not be needed** to focus, align, etc. any of the equipment. The equipment is largely automated; however, any fine adjustments can be made virtually via the BLS CNOC center.
- d. Tamperproof Equipment
 - a. The ASE camera and equipment housings are made of extrusion aluminum, with tamper-proof glass. The cameras are mounted 10ft high to reduce vandalism.
 - b. The red-light cameras are also housed in extrusion aluminum and mounted much higher at 21-23ft. The equipment boxes for this system are mounted at the top of the pole.
 - c. The SoundVue noise ordinance camera is generally mounted 20ft high, making it less likely to be vandalized.
- e. Each system is designed with ease of maintenance and service in mind. The cabinets are easy for service technicians to open, and the equipment is readily accessible. Systems are easy to access for calibration as well.
 - a. Quarterly Maintenance: BLS performs thorough quarterly maintenance to ensure optimal functionality for Traffic, Speed, and Noise enforcement systems, including:
 - i. Recertification: An independent third party verifies the accuracy of speed enforcement systems to maintain compliance and performance standards.
 - ii. Cleaning: Comprehensive cleaning of all equipment, including control boxes, equipment heads (LiDAR, cameras, electronics, and lens), illuminators, and solar panels.
 - iii. Consumables Management: Inspection and replacement of control box filters as needed.
 - iv. Vegetation Management: Trimming trees and vegetation near the site with prior approval from the city.
 - v. Pest Control: Inspecting for and addressing insect-related issues at the installation site.
 - b. Remote Monitoring: BLS Central Network Operations Center (CNOC) team provides daily remote system monitoring and troubleshooting to ensure maximum uptime. Services include:
 - i. Software Updates: Installing updates to maintain system efficiency and compatibility.
 - ii. System Resets: Performing remote resets as necessary to address system errors.
 - iii. Optimization: Continuously optimizing settings to ensure accurate violation capture rates.

Collectively, these proactive services help maintain system accuracy, reliability, and efficiency while minimizing downtime.
- f. Blue Line's RMS is accessible to agency users 24/7 via web application access. Blue Line's RMS is a SOC 2, and CJIS audited system, that goes above and beyond to follow best practices aligned with NIST recommendations. All connections are upgraded to HTTPS automatically, with a SHA-256 RSA TLS certificate. In addition, user access is scope following a least privilege permission model. Every time a user initiates a connection to BLS' RMS, they are required to complete multi-factor authentication prior to being granted access. In addition, all user's passwords are required to rotate every 90 days and

follow strict lockout policies. In addition, all login and session activity are audit logged and retained for a minimum of 90 days.

- g. All three camera units will provide:
 - i. Scene of the location where the violation occurred.
 - ii. Motor vehicle during violation
 - iii. Display of the rear license plate of the vehicle
 - iv. The 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
 - 1. The video length is adjustable up to 30 seconds.
 - x. The speed of the vehicle during the violation
 - xi. Noise cameras – the decibel of sound emitted by the vehicle
 - 1. See page 67 for details and a video that illustrates the decibel level capture.
 - 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
- h. While U.S. regulatory agencies do not have requirements governing Automated Speed Enforcement systems (ASE), Blue Line ASE systems utilize an enhanced version of the Dragon Eye Speed Lidar which has been tested by independent U.S. laboratories and listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List. Blue Line's Lidar technology is also certified by the manufacturer as Class 1 (eye safe) with design and production information submitted to the US FDA Center for Devices and Radiological Health.

Blue Line Solutions uses only cameras and equipment that are compliant with NDAA (National Defense Authorization Act) as the law requires. All hardware, software, and system technology provided by Blue Line Solutions for this RFP is proprietary, exclusive, and developed /co-developed by in-house hardware and software engineers of or under license to TrueBlue™. It does not infringe upon or violate any patent, copyright, or trade secret of any person or company.

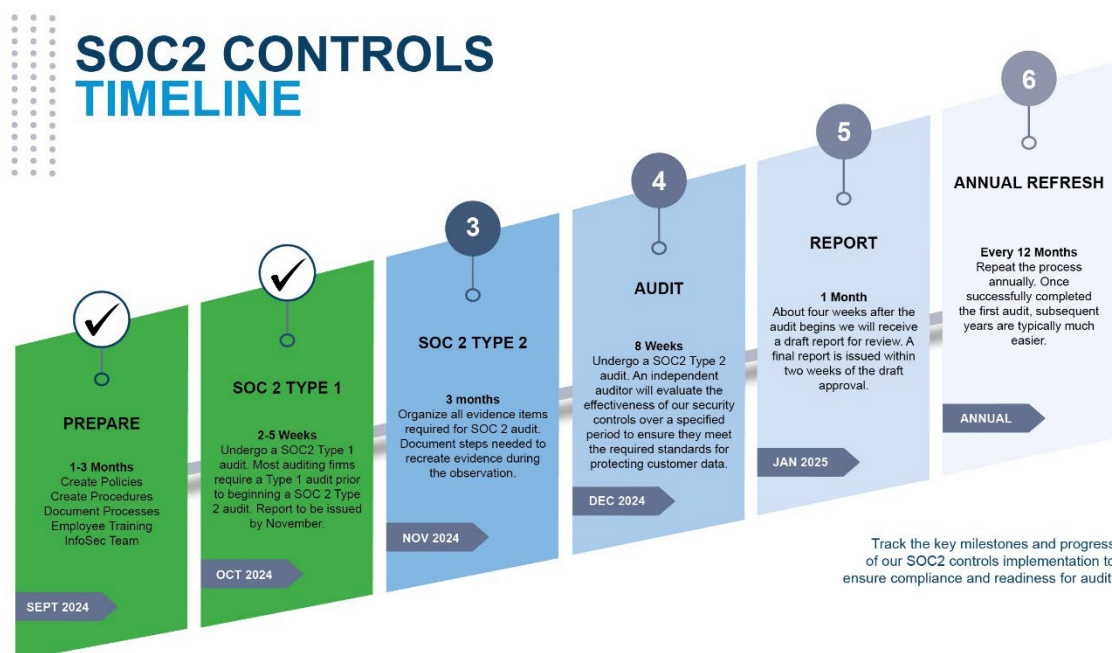
All major Blue Line Solutions Automated Speed Enforcement system components are assembled in Norcross, Georgia, including the LiDAR Speed Measuring device, Camera System, support electronics, and cabinet enclosures.

System and Organization Controls (SOC) compliance is a compliance framework created by the American Institute of Certified Public Accountants (AICPA). It examines and audits service organizations to ensure that controls and processes are in place to protect client data that they

have access to. The SOC compliance framework helps organizations know what they need to do or how they can improve to increase the security of data in their possession.

SOC compliance is a well-recognized framework and is very valuable to many organizations. Obtaining our SOC compliance report and certification provides evidence to your customers that you have the proper actions and protocols in place to protect their data.

BLS is SOC2 Type 1 certified and on track and dedicated to being SOC2 Type 2 compliant and beyond. Our company is working diligently to obtain this next-level certification.



BLS SOC2 Type 1 certification report is available upon request.

- i. Prosecutable images can be found in sections [16.1](#) & [16.2](#). The BLS system is fully capable of analyzing results obtained from each camera location to show the prosecutable image rate. Our proposed system will produce a statistical analysis of camera operations to the City of Knoxville. This analysis will provide all data requested in the RFP, plus additional relevant information.
- j. Blue Line Solutions always considers the data, including video and still images to be the property of the City, not BLS. BLS will work with any other vendor, including Axon to upload images/data into their management system following CJIS, and NLETS security guidelines. Blue Line is committed to working with agency in achieving program goals. If agency wishes to export ASE evidence to third party vendors, BLS will consider project requirements that satisfy agency goals, and will work with agency and agency 3rd party vendor to complete integration requirements as outlined in agency project scope of work, to include defining and delivering evidence in required formats and resolutions while continuing to follow CJIS, and NLETS security guidelines. By default, BLS ASE images are 2048x1536 resolution, in JPEG format.
- k. BLS currently works with Flock to provide images and data to their system and will do so for the Knoxville contract.

17. PROJECT APPROACH [RFP IV]

17.1 PROJECT APPROACH OVERVIEW [RFP IV]

The TrueBlue™ School Zone Safety Program involves a phased approach during the implementation. Deployment in phases allows ample time to inform and educate the public, enforce speeding laws, and measure outcomes of the program. The graphic below outlines the post construction phases of this project.

The main phases are as follow:

- **Phase 1 – Program Survey** – 5 days of data is gathered in the school zone to establish a baseline number of vehicles traveling through the zone and the number of those that were speeding.
- **Phase 2 – Public Information & Education (PI&E)** – This phase is our key focus. Educating the community is key. PI&E begins and contract award and continues through the life of the contract.
- **Phase 3 – Warning** – A 30-day period that captures the number of speeders in the school / work zones. During this phase, the violator will receive a warning in the mail advising of the violation. The warning is marked in red and does not carry any monetary implications.
- **Phase 4 – Enforcement** – This phase begins after the 30-day warning period and starts the process of live citations being issued to violators.

At Blue Line Solutions, we are committed to delivering a comprehensive and seamless implementation tailored to meet the City of Knoxville's needs. Our project approach begins with detailed speed studies to assess current conditions and establish a baseline for our continuous improvement focus on reducing speeds in school zones and traffic events. We then conduct an Agency kickoff call to align stakeholders and establish project goals and timelines. Following this, our team performs site surveys at each school zone and red light enforcement zones to ensure precise planning and implementation. Using the insights gained, we prepare detailed site plans and manage permit applications to ensure compliance with local and DOT regulations.

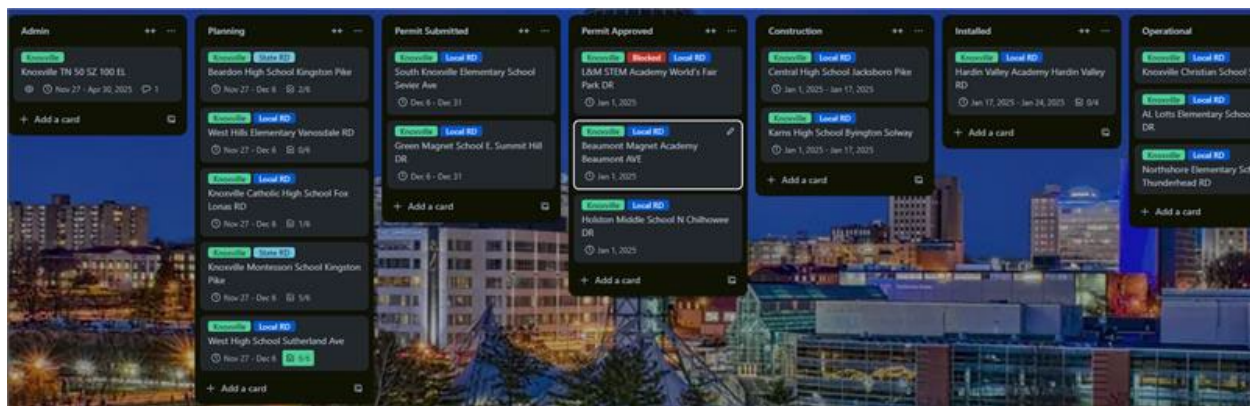
The project continues with robust supply chain management, and construction project management, ensuring timely and efficient setup of automated speed enforcement systems and red light enforcement systems. We place a strong emphasis on public information and education (PI&E) efforts and community engagement to foster public trust and awareness of the program prior to issuing the first warning. To equip law enforcement with the necessary tools, we provide comprehensive agency officer approval training and seamlessly implement the NewGuard™ system setup. Finally, Blue Line Solutions ensures a smooth service takeover, backed by our experienced team and proven methodologies to support the City's objectives for safer school zones and transportation systems. Additional details about our Project Approach are included below:

AGENCY KICKOFF MEETING

The Agency Kickoff Meeting serves as the critical step in launching the City's new automated speed enforcement, red light, and noise programs with Blue Line Solutions. This collaborative session brings together key stakeholders, including representatives from the Police Department,

City Procurement, Public Works, Traffic Engineering, and other involved departments, to establish clear objectives, roles, and timelines for the project. During the meeting, our team will review program goals, outline the project approach, and address logistical considerations such as site selections, permitting requirements, and community engagement strategies. Additionally, stakeholders will discuss data-sharing protocols, enforcement schedules, and public information campaigns to ensure alignment and transparency. By the end of the meeting, all participants will have a comprehensive understanding of their roles, a finalized project timeline, and an actionable plan to successfully implement the program, ensuring a smooth path toward improved traffic safety for the City. BLS has also established a best practice of weekly or bi-weekly project meetings with stakeholders for regular updates and discussions about program achievements and challenges.

Blue Line Solutions utilizes Trello, a robust project management software, to efficiently manage all aspects of automated speed enforcement and red-light enforcement programs. From project kickoff to permit approval and site installation, Trello provides a centralized platform for tracking progress, assigning tasks, and ensuring clear communication among stakeholders. Trello's



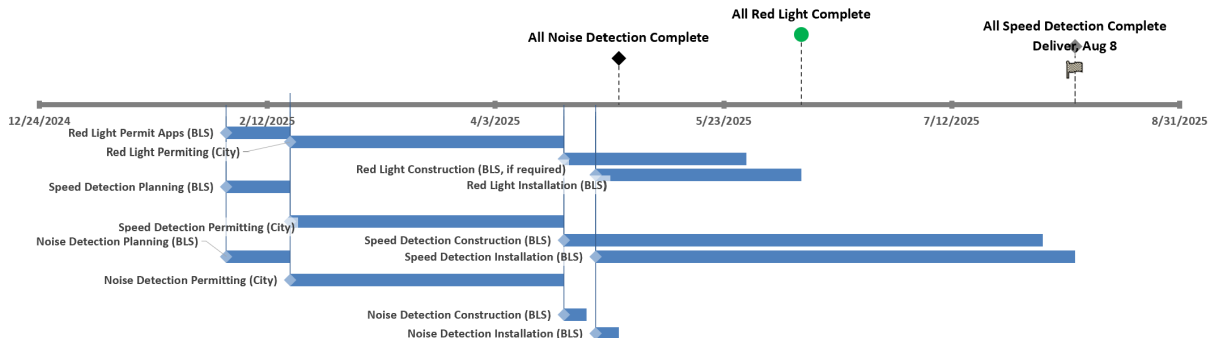
Example Trello Dashboard specifically for Knoxville

customizable boards and card system allow our team to visually organize each phase of the project, such as permit submissions, site surveys, construction milestones, and system testing. With real-time updates, team members can access the latest project status and collaborate seamlessly, reducing delays and enhancing accountability. Trello's intuitive design and accessibility ensure that every step of the process is well-coordinated, enabling the successful and timely launch of enforcement programs. The following Trello dashboard was created for the City of Knoxville:

PROGRAM SCHEDULE

Blue Line Solutions has a proven track record of delivering fast and seamless program deployments. Clear, frequent, and open communication with local leadership is the cornerstone of our success, enabling us to address obstacles effectively and achieve optimal results. Our deep familiarity with Tennessee's permitting procedures, agency operations, and common challenges allows us to anticipate and mitigate risks or delays before they arise. Additionally, after each deployment, we refine our timeline management processes to further enhance efficiency and reduce project duration. To ensure a complete understanding of our approach, a detailed timeline overview is provided below, outlining each project phase and its associated timeframe.

Knoxville Project Timeline



STAGE	OWNER	EFFORT (AGENCY/BLS)	DAYS TO COMPLETE	NOTES:
Project Review	Project Manager	5% / 95%	1 - 3	Review of program contract and internal kickoff meeting to identify roles and responsibilities, schedule and risks
Project Kick-Off Meeting	Project Manager	10% / 90%	1	Alignment with program stakeholders
Site Plan Development/ Submission Packet Development	Project Manager	5% / 95%	15 - 30	Site plans are created within days and reviewed with the City as part of the permit process.
Permit Approval/ Review Process	Project Manager	25% / 75%	TBD based on city permit approval process	Construction and program launch is dependent on permit approvals by city/county/ state.
Construction/ Power Permits	Project Manager	20%/80%	30 (if required)	Timeline for power permit approvals dependent on power provider; BLS can operate cameras on solar or A/C power.
Construction	Project Manager	10%/90%	20	BLS project manager to be onsite for the construction and installation phase. 10 school zones can be completed in 2-3 weeks from mobilization of construction team. Time to complete is not inclusive of potential weather delays.
Camera Installation	Project Manager	10% / 90%	10	BLS can install 2 cameras per day with a 2-person team. BLS has multiple installation teams that can be deployed to expedite installation.

TIMELINE BASED ON UP TO 10 SCHOOL ZONES (20 CAMERAS) INSTALLED PER GROUP.

SPEED STUDIES & DATA COLLECTION

BLS understands the limitations of TCA 55-8-198 places on the jurisdiction regarding Engineering Traffic Investigations (ETI) or Engineering Studies and will fully comply with the statute. The speed studies provided by BLS are meant to assist the city in determining the viability of a program in each school zone and to determine the level of the speeding issue for administrative decision making.

As stated in the opening letter, the blue line model for the school zone automated speed enforcement (ASE) program utilizes the proven model from NHTSA's Click It Or Ticket campaign (CIOT). CIOT is the most recognized and successful campaign in U.S. history and has proven effective at changing driver behavior. Data from CIOT has proved that there are three (3) key elements required to change driving behavior: 1) public information; 2) education; and 3) enforcement.

In an effort to measure the effectiveness of the program, the following data points are collected throughout the program.

- ✓ **Pre-Program Survey** – 5-day speed study is conducted prior to the implementation of the program to determine the level of the speeding problem
- ✓ **PI&E Survey** – 5 day speed survey conducted at the beginning of the warning period to measure the effectiveness of the PI&E campaign
- ✓ **Warning Survey** – 5 day survey conducted after the warning period has concluded to measure the effectiveness of the warning period
- ✓ **Initial enforcement survey** – 5-day survey conducted approximately 5 weeks into enforcement to measure the effectiveness of week 1 – 4 of the of enforcement period
- ✓ **Periodic Surveys** – 5 days surveys conducted periodically throughout the school year
- ✓ **Summer Surveys** – 5-day survey conducted during the summer break
- ✓ **Back to School Surveys** – 5-day survey each time school comes back into session from Christmas, Summer, or extended periods of leave
- ✓ **Anomalous surveys** - surveys conducted during a period in which an unusual event has occurred, altering enforcement conditions

After the data is collected in each phase, the following methodology is followed:

- ✓ Determine which school zones have a speeding problem; determine improvements and effectiveness of the program.
- ✓ Sharing data (speeding problem) with the community assists in achieving “political permission” to implement the program. Our data is available to community stakeholders (city leaders, police department, schools, parents, community members) and can be disseminated based on the City of Knoxville's desired process and communication platforms (press releases, social media, printed flyers/postcards, banners, etc.)
- ✓ Disseminate information regarding the 30-day warning period
- ✓ Speed data is collected during each phase and continually disseminated to all of the above-mentioned stakeholders in Section B.
 - Pre-study
 - Warning study
 - Enforcement study
 - Post-enforcement study

SAMPLE WARNING STUDY DATA: HOLLYWOOD, FL



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Hollywood School Zone Safety Program Preliminary Speed Reduction Report - Phases 1 & 2

The Program

The School Zone Safety Program is designed to enhance safety around schools by reducing speeding and promoting safe driving behaviors. The program involves a comprehensive, multi-phase approach that aims to inform, educate, enforce, and measure outcomes. Each school zone undergoes the following phases:

- Phase 1: Pre-Implementation 5-day Speed Study
- Phase 2: Public Information & Education (PI&E)
- Phase 3: Warning Citation Phase (30 days) / 5-day Speed Study
- Phase 4: Enforcement Phase / 5-day Speed Study
- Phase 5: Post Enforcement Speed Study (5- day speed study)

Phase 1: Speed data was collected to establish a base line of the number of vehicles traveling through the school zone and the number of vehicles speeding. *Speeding is defined as 10MPH+ above the speed limit.*

Phase 2: Information was disseminated throughout the program to the public through efforts to include the following:

- ☐ Press release
- ☐ Instagram video announcing the program to the community (Produced by the City of Hollywood)
- ☐ Social media posts
- ☐ Graphics and messaging sent through Broward Co. School Email Portal
- ☐ Banners placed in the school zones
- ☐ ~21,000 Post cards sent home with students
- ☐ Info posted on the PD website (<https://www.hollywoodfl.org/1543/School-Zone-Safety-Camera-Program>)

(Below are examples of distributed media)



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Phase 3: For the first 30 days of the program, only warning citations are issued for speeding vehicles. These citations have a large red warning statement across the front and serve as a reminder to slow down when entering the school zones. During the first (1st) week of the warning period, another 5-day speed study is conducted to determine the effectiveness of the PI&E.

Phase 4: Once the 30-day warning period is completed, enforcement is started with speeding violators receiving real citations. A third (3rd) speed study is conducted in week one (1) of enforcement to measure the effectiveness of the warning phase.

Phase 5: During week four (4) or five (5) of the enforcement, a fourth (4th) speed study will be conducted to measure the effectiveness of the program in its entirety.

Data Analysis

The following data reflects accomplishments of the first 3 phases of the School Safety Program. The first 5 schools began the warning phase on different dates. Data was analyzed to determine the speed reduction by phase. Any reduction realized during the PI&E and Warning phases are achieved without writing finable citations, meaning the driving community responded to the messaging by reducing their speeds prior to entering the enforcement period.

The data indicates that Driftwood Elementary School has not achieved the total reduction expected in the early stages of the program. This would indicate that additional PI&E may be helpful in achieving additional reductions. This could be achieved through brochures being sent to parents through the school, emails to parents, social media posts, etc. The goal of this phase is to impact driving behavior prior to the enforcement phase begins.

Program Initial Achievements

The schools below (Chart A) have undergone the PI&E and Warning Phases, but data has not yet been aggregated for the enforcement phase, as it will be collected in week five (5) of the enforcement phase. In the 5 zones below, during the five (5) day pre-study, 3,973 vehicles traveled through the school zones at 10MPH+ above the speed limit. During the PI&E phase, the number of speeding vehicles at 10MPH + above the speed limit dropped to 750, an **81.1% reduction**. The number of speeders continued to drop during the 30-day warning phase to only 419 vehicles from 750, indicating an additional **8.3% reduction**, resulting in an **89.5% reduction** in speeding vehicles through the 3 zones without yet issuing any speeding citations.

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CHART A		5-DAY STUDY INFO PER PHASE			EFFECTIVENESS OF EACH PHASE		
JURISDICTION	SCHOOL	PRE-PROGRAM (SPEED STUDY)	PI&E	WARNING	PRE- PRO. TO PI&E	PI&E TO WARNI NG	TOTAL REDUCTION
HOLLYWOOD, FL							
	Apollo Middle School	950	19	41	98.0%	-2.3%	96%
	Attucks Middle School	900	90	78	90.0%	1.3%	91%
	Ben Gamla Charter School	236	18	19	92.4%	-0.4%	92%
	Colbert Elementary School	1,814	566	244	68.8%	17.8%	87%
	Driftwood Elementary School	73	57	37	21.9%	27.4%	49%
HOLLYWOOD, FL SUMMARY		3,973	750	419	81.1%	8.3%	89.5%

Reducing the Speed of the Speeders

The data presented in Graph A and Charts C & D show a notable improvement in traffic safety in the school zones. The number of vehicles exceeding the speed limit by 11-14 MPH, 15-20 MPH, and 21+ MPH has all significantly decreased. This reduction suggests that not only has the program successfully decreased the total number of speeding vehicles, but it has also lowered the speed of those who continue to speed.

The overall trend indicates that vehicles are traveling at slower, safer speeds, thereby reducing the potential for accidents and making the school zones much safer for children, staff, and pedestrians. In short, the program has not only reduced the frequency of speeding but has also mitigated the severity of the speed violations, contributing to a safer school environment overall.

Reductions by Speed Range

11-14MPH - 1,865 speeding vehicles reduced to **568**
15-20MPH - 620 speeding vehicles reduced to **1**
21MPH+ - 349 speeding vehicles reduced to **0**

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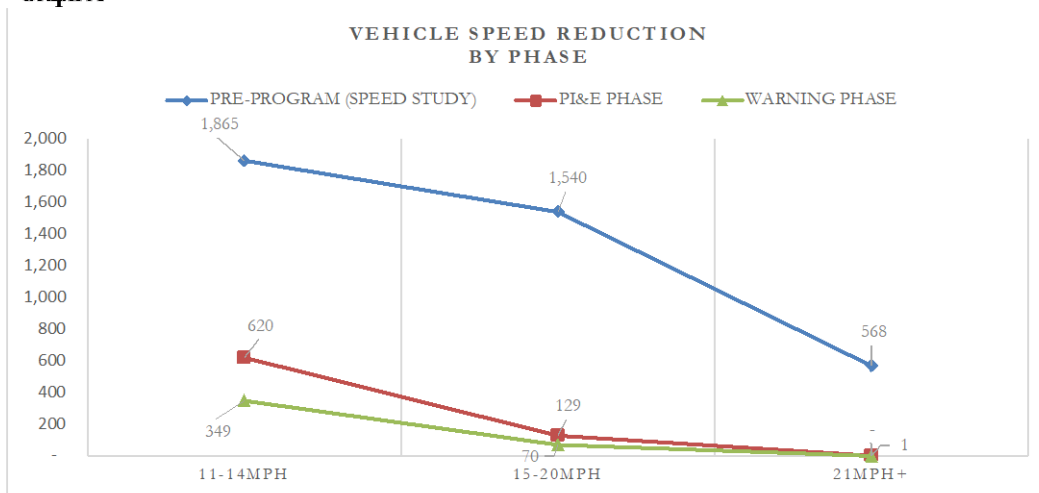
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As Graph A below indicates, all 3 speed ranges realized significant decreases during the PI&E and warning phases. It should be noted that these reductions were obtained without issuing any fineable citations.

Graph A



Charts B, C, & D illustrate data sets that document the speed of vehicles that traveled through the school zones during each phase.

CHART B

PRE-PROGRAM (SPEED STUDY)	SPEED RANGE ABOVE LIMIT		
SCHOOL	11-14MPH	15-20MPH	21MPH+
Ben Gamla Charter School	153	71	12
Colbert Elementary School	766	752	296
Apollo Middle School	395	401	154
Attucks Middle School	499	296	105
Driftwood Elementary School	52	20	1
TOTALS	1,865	1,540	568

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CHART C

PI&E PHASE SCHOOL	SPEED RANGE ABOVE LIMIT		
	11-14MPH	15-20MPH	21MPH+
Ben Gamla Charter School	17	1	-
Colbert Elementary School	466	99	1
Apollo Middle School	16	3	-
Attucks Middle School	81	9	-
Driftwood Elementary School	40	17	-
TOTALS	620	129	1

CHART D

WARNING PHASE SCHOOL	SPEED RANGE ABOVE LIMIT		
	11-14MPH	15-20MPH	21MPH+
Ben Gamla Charter School	18	1	-
Colbert Elementary School	199	45	-
Apollo Middle School	33	8	-
Attucks Middle School	66	12	-
Driftwood Elementary School	33	4	-
TOTALS	349	70	-

Graphs B, C, & D below illustrate the speeds of vehicles traveling 11-14 MPH, 15-20 MPH, and 21+ MPH above the speed limits through the school zones by phase. Graph B highlights that during the pre-study, 1,865 vehicles were speeding at 11-14 MPH above the speed limit, 1,540 were traveling 15-20 MPH over and 568 were traveling at 21+MPH above the speed limit. Graph C begins to show vehicles traveling 11-14MPH over dropped from 1,540 to 129 and vehicles traveling 21+MPH dropped from 568 to 1. Graph D shows vehicles traveling 15-20 MPH over dropped from 129 to 70 and there were ZERO (0) vehicles traveling 21MPH + above the speed limit.

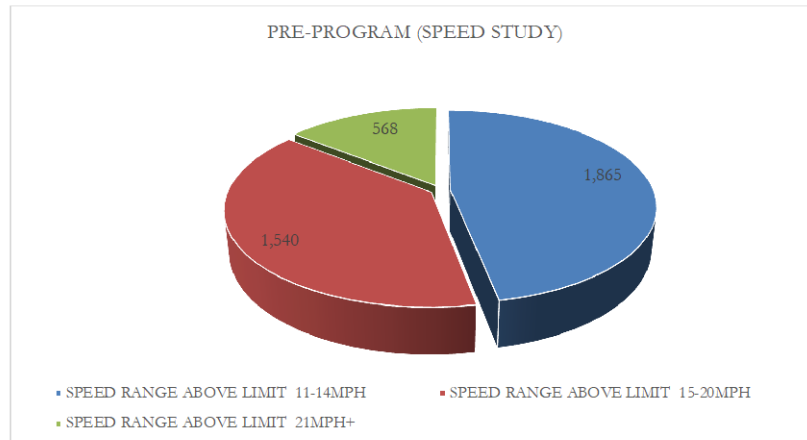
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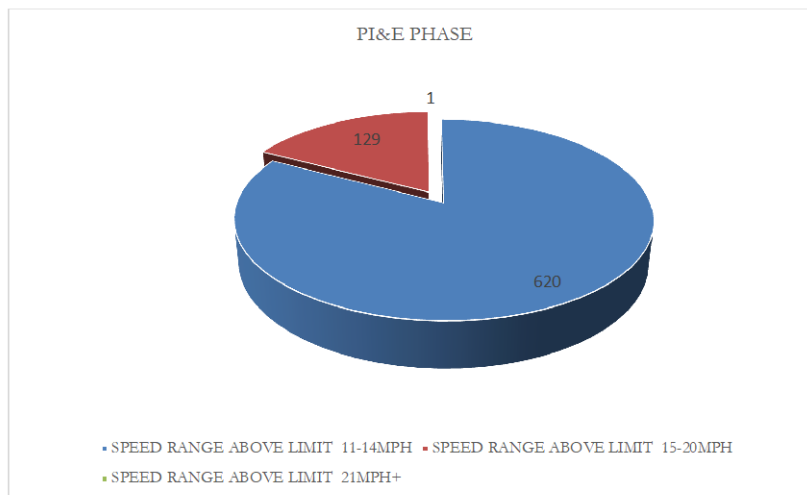
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Graph B



Graph C



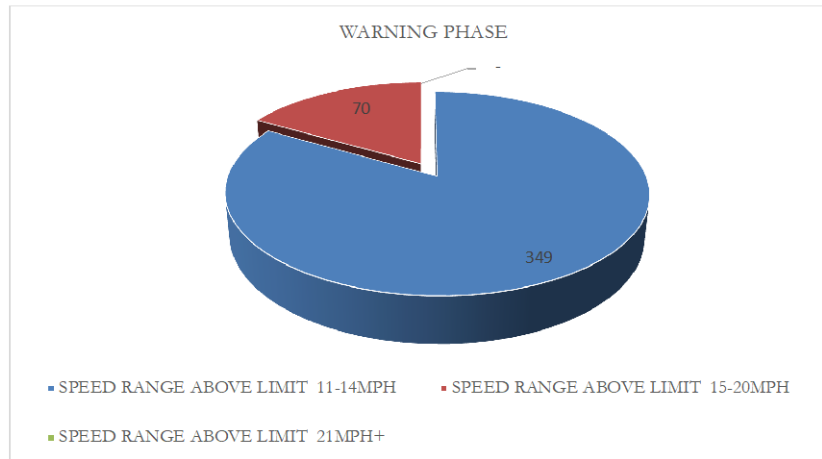
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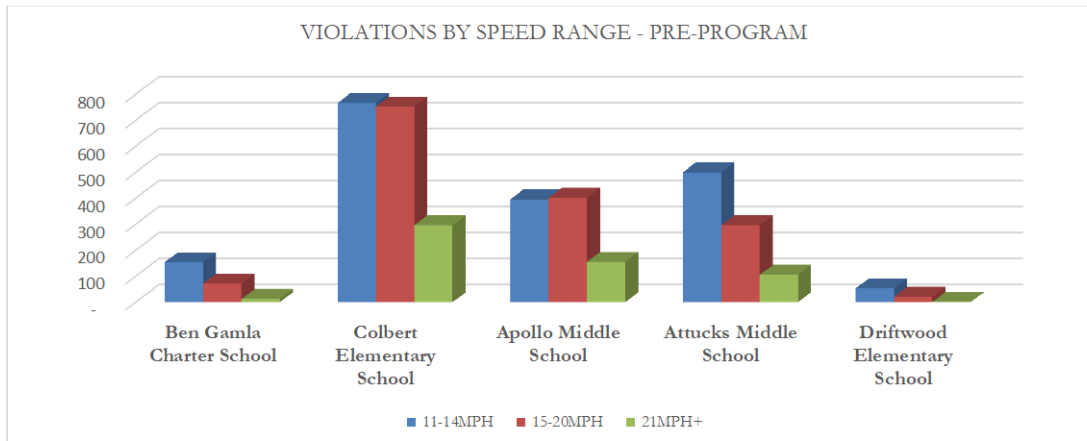
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Graph D



Graph E



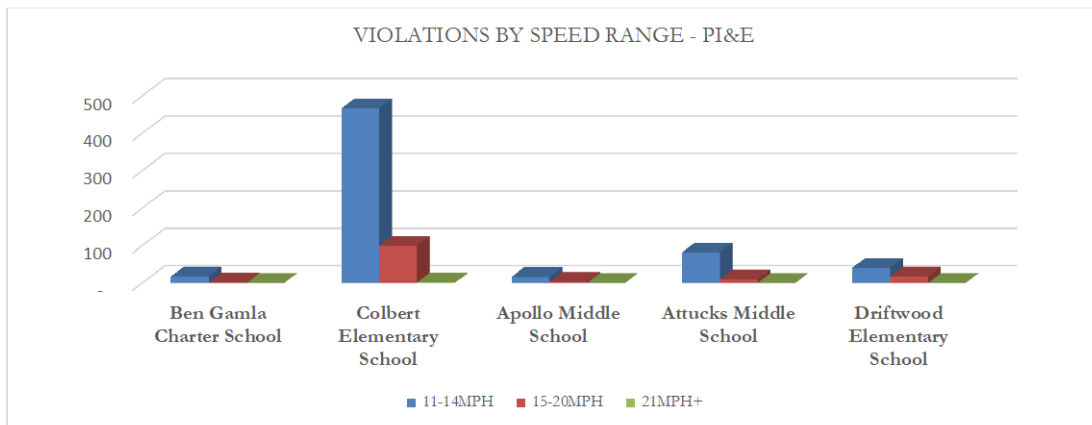
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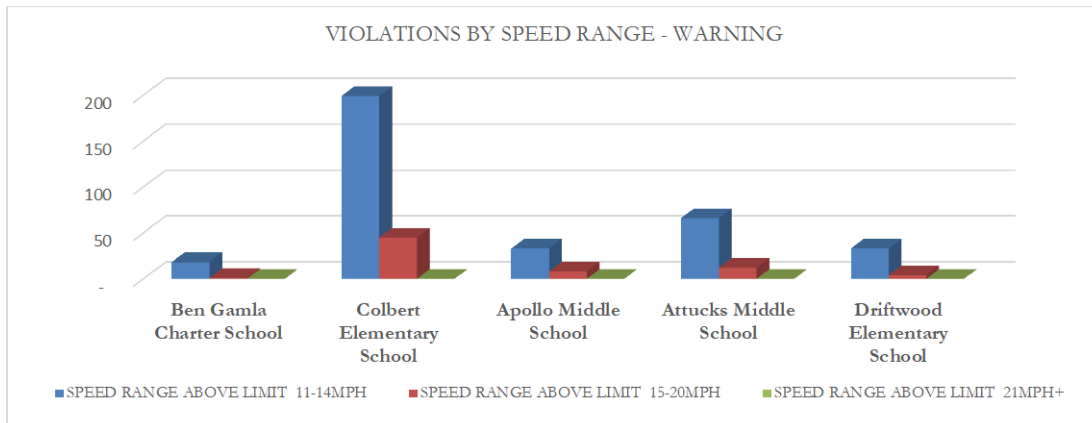
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Graph F



Graph G



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SPEED DATA SUMMARY REPORT - SHREVEPORT

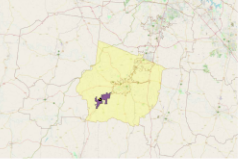




JURISDICTION	SCHOOL	5-DAY STUDY INFO PER PHASE					EFFECTIVENESS OF EACH PHASE				
		PRE-PROGRAM (SPEED STUDY)	PI&E	WARNING	ENFORCEMENT	POST-ENFORCEMENT	PRE-PRO. TO PI&E	PI&E TO WARNING	WARNING TO ENFORCE.	ENFORCE. TO POST-ENFORCE.	TOTAL REDUCTION
SHREVEPORT											
	Caddo Magnet HS	545	106	72	47	16	80.6%	6.2%	4.6%	5.7%	97%
	Atkins Elem	3534	260	294	306	285	92.6%	-1.0%	-0.3%	0.6%	92%
	Southwood HS	10240	640	463	327	37	93.8%	1.7%	1.3%	2.8%	100%
	Southern Hills Elem	5958	651	650	149	88	89.1%	0.0%	8.4%	1.0%	99%
	Creswell Elem	4013	928	876	589	378	76.9%	5.6%	32.8%	5.3%	91%
	Green Oaks HS	509	44	19	15	23	91.4%	56.8%	21.1%	-1.6%	95%
	Westwood Elem	8739	3108	959	531	133	64.4%	69.1%	44.6%	4.6%	98%
	Captain Shreve HS	13842	541	179	413	93	96.1%	66.9%	-130.7%	2.3%	99%
	Caddo Heights Math/Science	552	472	526	366	285	14.5%	-11.4%	30.4%	14.7%	48%
	Woodlawn HS	1123	91	67	65	19	91.9%	26.4%	3.0%	4.1%	98%
	AC Steere Elem	1200	301	228	86	69	74.9%	6.1%	11.8%	1.4%	93%
	Queensborough Elem	1314	219	216	113	10	83.3%	0.2%	7.8%	7.8%	91%
	Forest Hill Elem	3340	162	157	169	111	95.1%	0.1%	-0.4%	1.7%	95%
	Yorree Dr MS	641	81	49	41	16	87.4%	5.0%	1.2%	3.9%	94%
	Ridgewood MS	4536	167	204	156	42	83.5%	2.1%	-1.5%	2.1%	84%
	Judson Elem	6453	126	481	297	193	96.3%	-0.8%	1.1%	2.5%	97%
	CE Byrd HS	1483	18	88	57	64	98.0%	-5.5%	2.9%	1.6%	95%
	Caddo Career	2462	837	464	153	213	95.4%	-1.1%	-0.3%	1.3%	94%
	Summerfield Elem	3455	778	401	308	22	98.8%	-4.7%	2.1%	-0.5%	96%
	Calvary Baptist	5046	398	132	236	93	66.0%	15.2%	12.6%	-2.4%	91%
	Fairfield Elem	1894	605	99	115	72	77.5%	10.9%	2.7%	8.3%	99%
	Riverside Elem	1836	490	83	234	12	92.1%	5.3%	-2.1%	2.8%	98%
	Linwood Elem	1066	204	169	58	164	68.1%	26.7%	-0.8%	2.3%	96%
	Claborne Elem	1610	199	72	77	25	73.3%	22.2%	8.2%	12.1%	99%
	Booker T Washington HS	1530	40	27	11	14	80.9%	3.3%	10.4%	-9.9%	85%
	Cherokee Park Elem	812	72	55	48	24	87.6%	7.9%	-0.3%	3.2%	98%
	81st St ECE	692	18	46	56	40	97.4%	0.8%	1.0%	0.2%	99%
	Huntington HS	480	23	19	48	25	91.1%	2.1%	0.9%	3.0%	97%
	Oak Park Elem	747	108	70	90	59	97.4%	-4.0%	-1.4%	2.3%	94%
	AMI Kids	929	27	25	19	10	95.2%	0.8%	6.0%	4.8%	95%
	AMI Kids - Caddo MS	11214	3875	1801	1498	216	85.5%	5.1%	2.7%	4.1%	92%
	Sunset Acres*	1796	296	259	286	249	97.1%	0.2%	0.6%	1.0%	99%
	EB Williams Stoner Hill Elem*	633	29	36	38	30	65.4%	18.5%	2.7%	11.4%	98%
SHREVEPORT SUMMARY		104224	15914	9286	7002	3130	84.7%	6.4%	2.2%	3.7%	97.0%

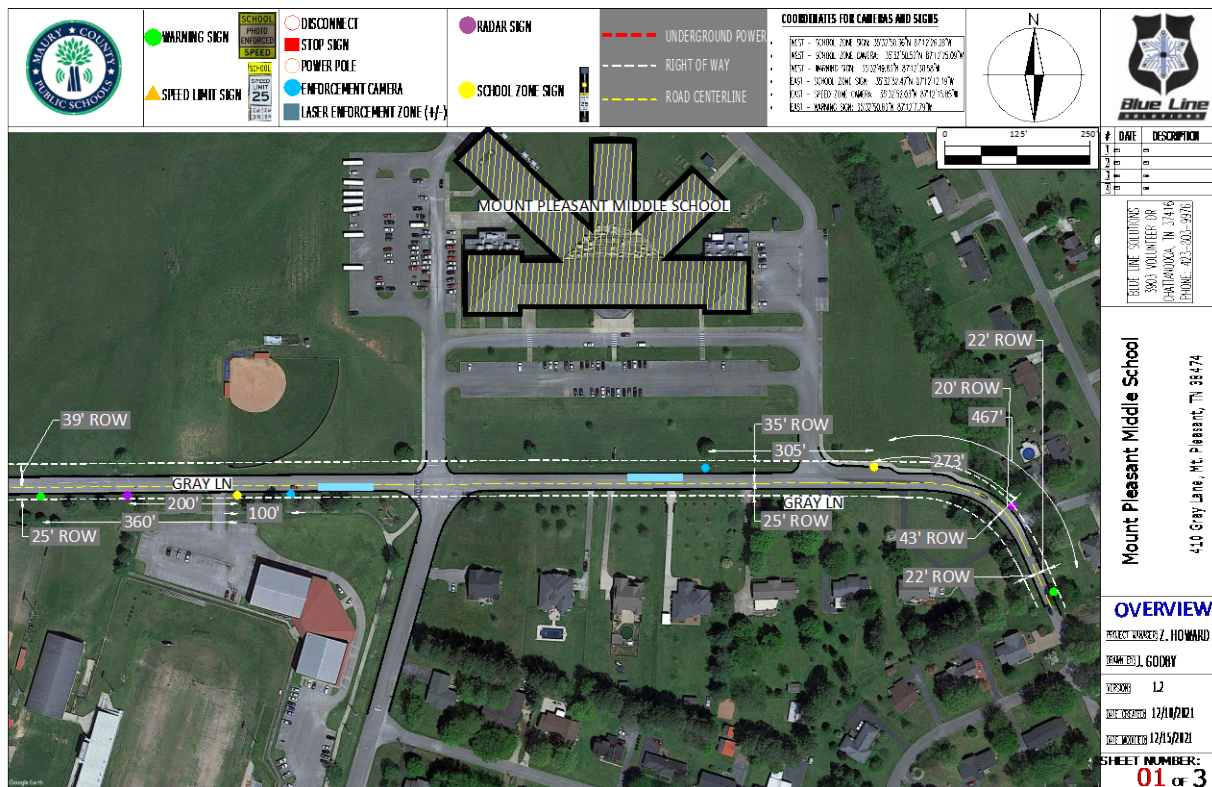
*School Zone is no longer active. Data is included for informational purposes only to display effectiveness of program while zone was actively enforcing & implementing program.

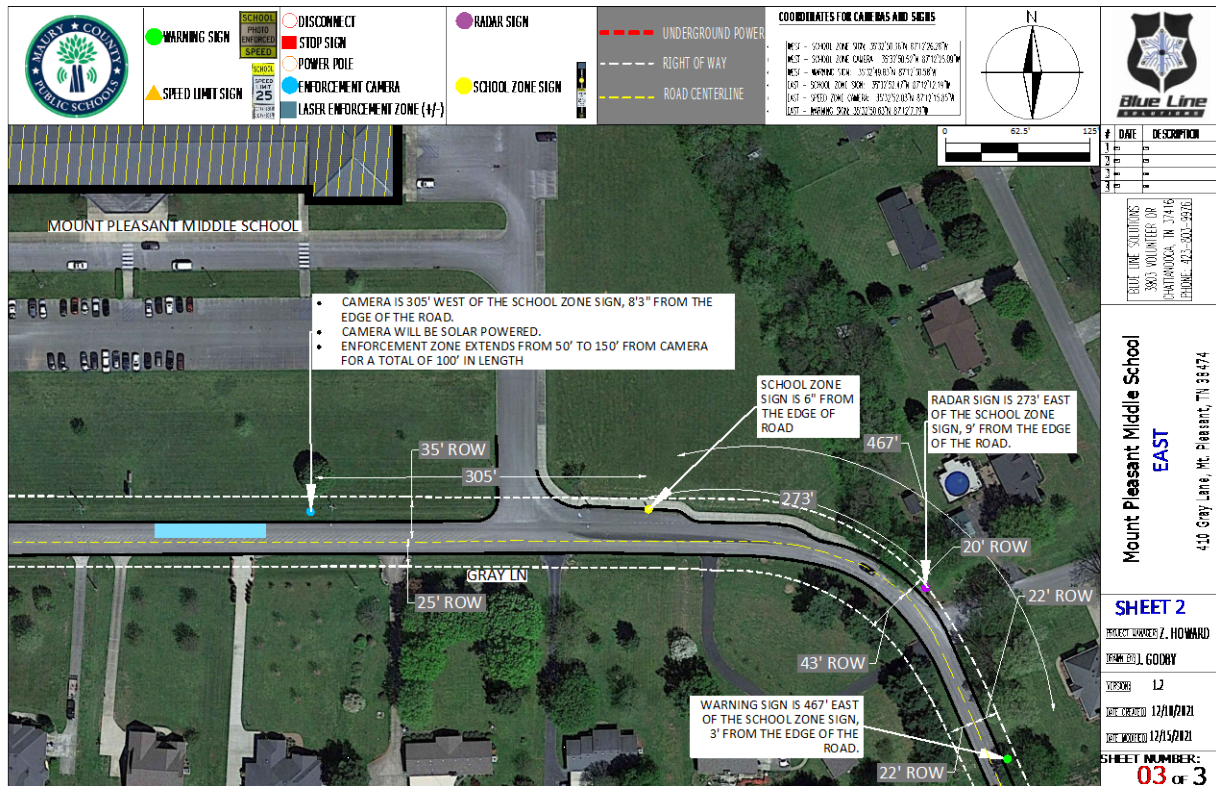
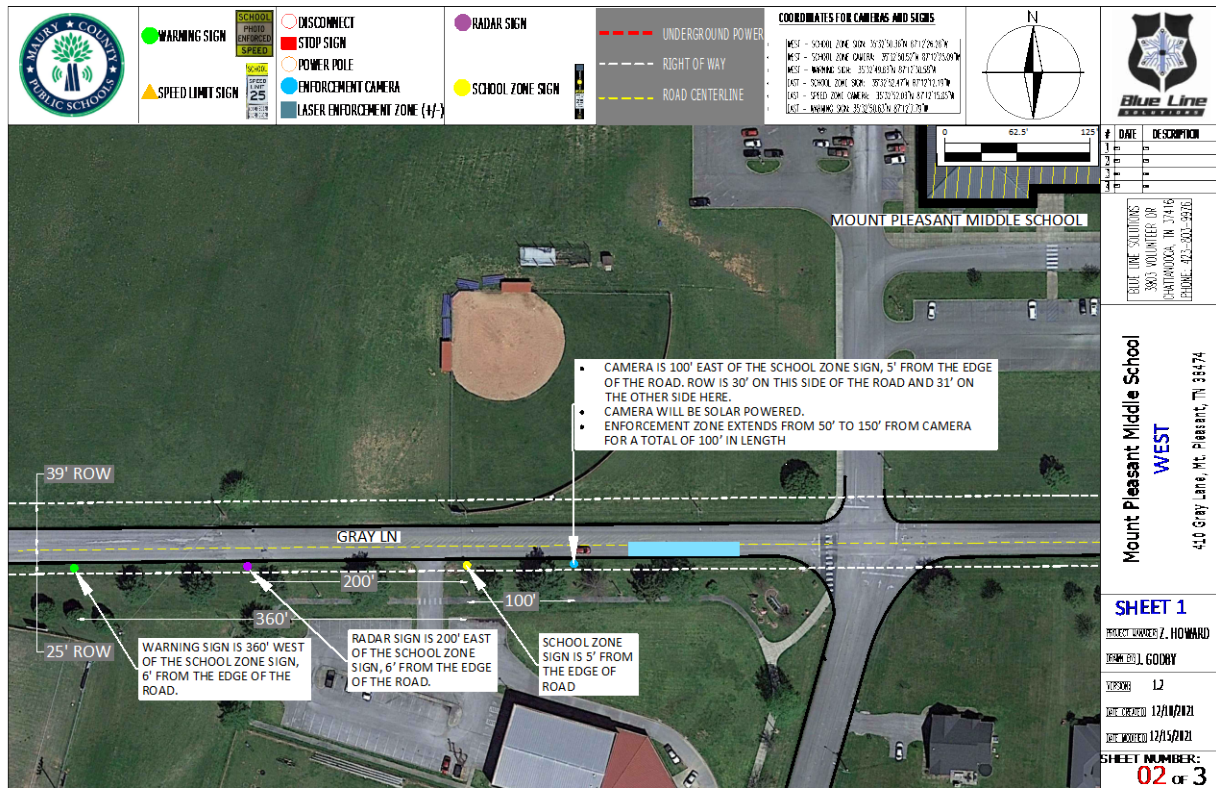
SITE PLANS

Site plan preparation is a critical phase in ensuring the successful implementation of automated speed, red light, and noise enforcement programs. At Blue Line Solutions, we prioritize comprehensive site surveys to gather precise data on each location, including roadway layouts, traffic flow patterns, school zone specifics, and environmental factors. These surveys are essential to designing accurate site plans that meet safety and operational standards while ensuring proper construction and system performance. ***Our Chattanooga-based team is strategically positioned to provide rapid, hands-on project management, allowing for frequent on-site assessments and seamless communication with local stakeholders.*** This proximity enhances our ability to address challenges promptly and ensures that site plans are both practical and tailored to the City's unique requirements, laying the groundwork for efficient construction and long-term program success.

Below are sample site plans from a recent permit application that was used for a program just outside of Chattanooga, TN:

PROJECT TITLE MOUNT PLEASANT MIDDLE SCHOOL																									
PROJECT DESCRIPTION PHOTO SPEED ENFORCEMENT FOR GRAY LN SCHOOL ZONE																									
COVER PAGE																									
LOCATION MAP 	Aerial view of Mount Pleasant Middle School and surrounding area with a green box highlighting the school zone. Mount Pleasant Middle School		PACKAGE CONTENTS <table border="1"> <thead> <tr> <th>SHEET #</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>OVERVIEW</td> </tr> <tr> <td>2</td> <td>WEST ROUTE</td> </tr> <tr> <td>3</td> <td>EAST ROUTE</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	SHEET #	DESCRIPTION	1	OVERVIEW	2	WEST ROUTE	3	EAST ROUTE														
SHEET #	DESCRIPTION																								
1	OVERVIEW																								
2	WEST ROUTE																								
3	EAST ROUTE																								
KEY MAP 	North arrow pointing North.																								
SITE ADDRESS 410 Gray Lane, Mt. Pleasant, TN 38474	PREPARED BY 	CALL DESIGN BY 	PREPARED FOR 																						
DATE 12/10/2021	PROJECT NUMBER -	DRAWING VERSION 1.2																							



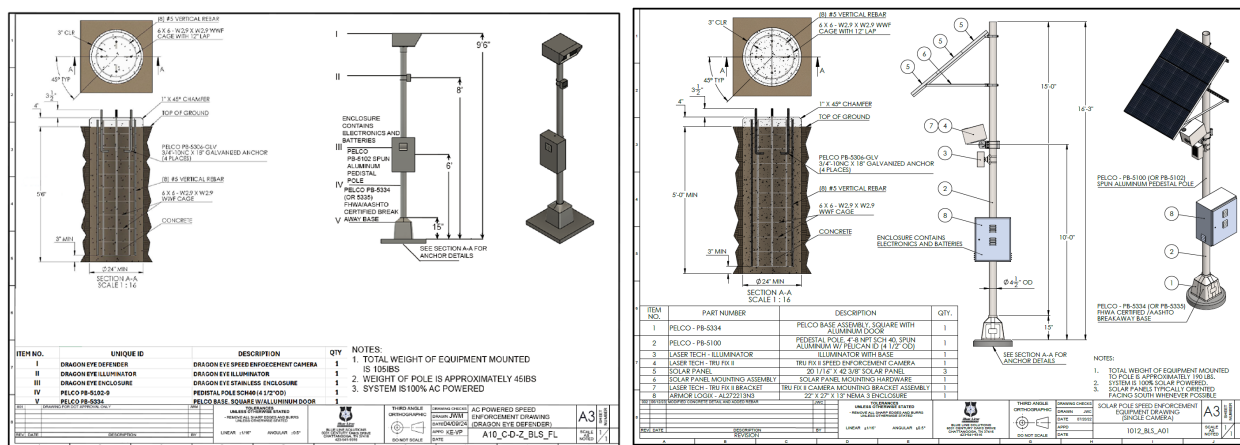


PERMITTING

Blue Line Solutions has a dedicated Field Operations Team that focuses solely on signage and infrastructure permits. With years of experience in this industry, the team is accustomed to working with Traffic Engineers, Public Work Departments, District Engineers, etc. in an effort to obtain permits for every piece of equipment that is installed on the City's right-of-way. It's the goal of the department to provide permit applications, site plans, etc. that are correct the first time, reducing the amount of time and effort of edits by city engineers and/or permitting staff. The permitting process includes, but is not limited to:

- ✓ Site surveys to determine equipment and sign locations
- ✓ Assessing existing school zone and red light enforcement signage
 - Make recommendations for upgrades of legacy school signage and/or flashers
- ✓ Assessing school zone for flasher monitoring to ensure flasher functionality required for adjudication of citations in court.
- ✓ Develop site plans and stamped by Traffic Engineers (mentioned above)
- ✓ Permit application completed and submitted to city/state
- ✓ Utilizing the ETI's from the city selected firm for permitting process
- ✓ Assessment for sign placement per TCA 55-8-198
- ✓ Identifying proper placement of TDOT & MUTCD compliant signage
- ✓ Assess site for functionality prior to operational status

BLS provides detailed technical drawings as part of its permit packages to ensure an efficient review and approval process by the City of Knoxville. These drawings include precise specifications and layouts for all components of our automated speed, red light and noise enforcement systems, such as camera equipment details, pole and foundation designs, electrical connections, etc. Each drawing is developed in compliance with local regulations and engineering standards, and all requisite information needed by the City. Our technical drawings not only demonstrate the functionality and safety of our products but also serve as a critical reference during construction, maintenance and inspections. By providing these comprehensive visual documents, we streamline the permitting process, promote transparency, and ensure that all stakeholders have a clear understanding of the planned equipment that will be installed.



Example technical drawings provided by BLS in permitting

SIGNAGE

BLS provides end-to-end services for the installation of signage and equipment. Our process includes detailed planning, installation, and verification to ensure that all components are correctly placed, operational, and crafted to meet State and local law(s).

Typical construction for each end of a school / work zone consists of a warning sign, a pole-mounted speed display sign (if on a state road, subject to DOT approval), and an Automated Speed Enforcement Camera. Locations vary depending on terrain, existing signage, vegetation, and engineering specifications. Prior to installation, each location will be stacked and located. The signs will typically use diamond-grade DG3 reflective sheeting. These signs are installed on the approach to the school zone and approach to the school zone, and according to state law, and regulations, of the speed reduction zone. Should the Program be canceled, BLS will be responsible for the cost of returning physical locations to their previous state.

For the speed enforcement program, there will be two signs installed on every site, and will be placed in advance of the Automated Traffic Enforcement Safety Device. All signs used will be compliant with the Manual of Uniform Traffic Control Devices (MUTCD) and TDOT. The location of the signs will be included in the site plan. Examples of the signage to be used is to the right.



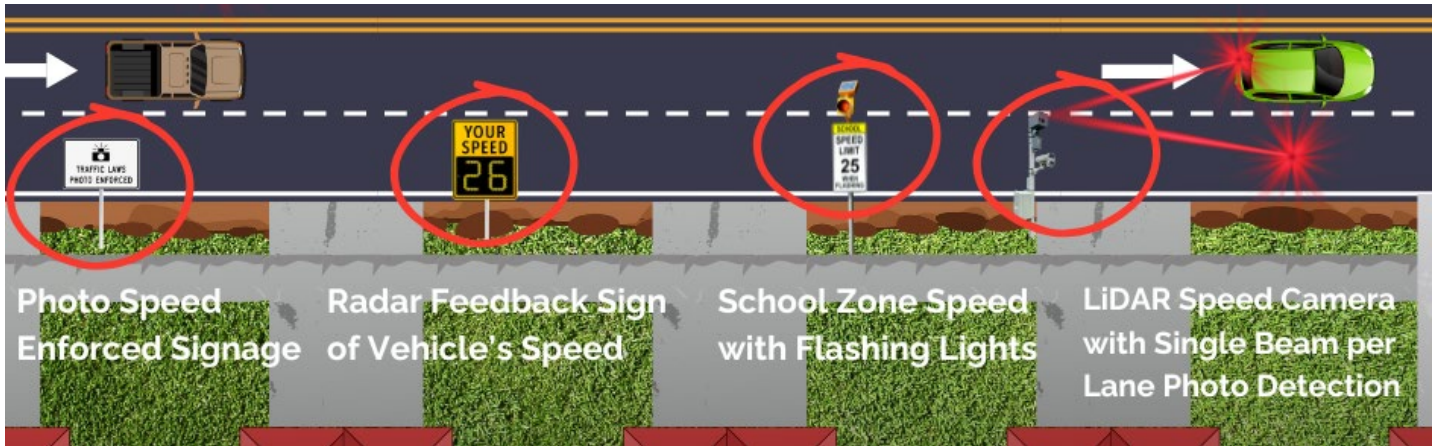
Example of signage proposed for Knoxville's ASE program

Finally, BLS was the first company in the industry to include Radar Feedback Signs (RFS) as part of our School Zone automated speed enforcement program.

While not required by law, Blue Line provides Radar Feedback Signs for every school zone to make drivers aware of their speed prior to entering the school zone. Most companies will not provide this type of technology, as it slows down traffic, leading to fewer citations, which reduces revenue.

TRANSPARENCY IN ACTION

- 1.1 ***Driver passes a photo speed enforcement sign***
- 1.2 ***Driver passes a RFS displaying their speed***
- 1.3 ***Driver passes school zone flashers with the reduced school zone speed limit***
- 1.4 ***Vehicle must be traveling 10+MPH ABOVE the speed limit to receive a citation.***



Sample of our proposed roadway signage set up in a safety zone

This methodology adds a level of **transparency** to the program, as the Mayor, Council Members, and the Chief of Police can prove to the public that the program is about safety, not revenue.

INSTALLATION

Blue Line Solutions has extensive experience installing our solutions in urban environments similar to the City of Knoxville, including cities such as Hollywood, FL, Savannah, GA, and Shreveport, LA. Our Field Operations team is skilled in navigating the unique challenges that come with installing these systems in high-traffic, urban areas, ensuring minimal disruption to local motorists while maintaining strict adherence to safety standards and regulations. To facilitate a smooth construction phase, Blue Line Solutions has partnered with three local minority-owned firms that bring specialized expertise in pole installation with concrete foundations, signage installation, and the setup of radar feedback signs (RFS). These partnerships strengthen our commitment to local economic development and ensure that the construction phase is executed efficiently and in compliance with city codes. With our proven track record and local collaboration, Blue Line Solutions is well-equipped to successfully implement and integrate automated enforcement technology throughout Knoxville's urban landscape.

PROPOSED EQUIPMENT: SPEED DETECTION TECHNOLOGY

BLS' speed capturing and enforcement technology features an industry-leading LiDAR camera mounted with a high-resolution camera. Upon vehicle detection, a speed measurement is taken, and multiple images are captured in less than a second. The event and information captured, based on a pre-defined enforcement schedule, are labeled as a violation based on the day of the week, time of day, calendar date, and measured speed and are clearly visible on all captured citation photos. The fixed and/or mobile LiDAR units then transmit traffic event data to BLS via a BLS-managed, end-to-end, secure mobile data cellular network.

Multiple technical and procedural safeguards exist to prevent systems from issuing violations out of compliance with law/ordinance, including but not limited to annual LiDAR certification controls, Datetime, daylight savings time, and holiday controls. Human review and oversight of all violations

in conjunction with law enforcement review and approval can identify other anomalies or issues and report out-of-band outages, such as school closures.

Hardware safeguards such as GPS-based location controls, internal device controls, and hourly self-diagnostic checks prevent hardware issues that may result in invalid citations. Additionally, all BLS units are completely self-sufficient and physically air-gapped from all agency systems or networks. All units are designed and rated to operate in all weather conditions without interruption, notwithstanding acts of God.

Our TrueBlue™ agency portal is a web-based application that further extends CJIS security requirements. Reviewing and approving agency operators are predefined and limited to only the information sent in a single batch to review captured violations. This web application is presented over strict HTTPS with RSA 256 ciphers and expects officers to have a web browser capable of modern encryption services such as Google Chrome or Microsoft Edge. All transactions operate under a least privilege model, with rest and in-flight encryption mechanisms.

PROPOSED EQUIPMENT: TrueBlue™ LiDAR CAMERA SYSTEM

The integrity and efficiency of any automated traffic enforcement program rests on the foundation of the quality and reliability of the underlying speed sensor and imaging system deployed at the roadside. Law enforcement and city citizens must have confidence that vehicle speed measurements and proper violation of vehicle identification are beyond reproach. While rarely required, the Defender can recycle and capture vehicles as fast as **0.5 seconds. The TrueBlue is easily expanded to cover 4 or more lanes as needed and can capture 6 back-to-back violations in under 9 seconds, averaging just 1.5 seconds of separation between vehicles.**

Laser-based vehicle detection and measurement are unmatched for the positive, foolproof identification of violating vehicles. The laser beam monitoring each lane is crisply defined by a circular aiming reticle, allowing law enforcement officials to positively identify the measured vehicle even in crowded road conditions. Importantly, the TrueBlue LiDAR system was and is designed specifically for speed enforcement. Our system has been precision-designed to capture speeding vehicles or motorcycles traveling in ANY part of the lane or even CROSSING lanes.

The TrueBlue system dedicates a LiDAR speed measurement module to **each, and every lane** monitored. The TrueBlue also dedicates an individual high-speed digital camera and CPU for each lane of travel. The result is extremely fast and agile violation detection and capture. The system can capture simultaneous violations in all lanes. It can also capture successive violations in **all lanes simultaneously, at a rate of two violations per second.**

In addition to a video clip, TrueBlue's rapid image acquisition system captures up to 5 high-resolution images with varying exposure for each violation. This exposure bracketing is a powerful advantage as it allows for license plate legibility even in extremely difficult bright and dark environmental conditions.

Infrared Illumination for night and low light situations allows the TrueBlue to function without the distraction of a white light flash. In addition, the "exposure bracketing" combined with our infrared illuminator provides excellent license plate identification even with difficult nighttime headlight glare, including inclement weather mode. This experience and technology are evident in TrueBlue's ability to cut through heavy rain, snow, and fog. TrueBlue's compact packaging allows the system to be mounted in tight roadside areas with a small standard pedestrian-sign pole

breakaway base. Blue Line's implementation of single-lane video cameras significantly enhances the capability to enforce traffic law violations. This advantage becomes even more pronounced in situations with heavy traffic congestion or on roads frequented by large vehicles like tractor-trailers and construction vehicles. In such environments, traditional still image systems, as used by some competitors, often fail to capture clear images of license plates due to obstructions, resulting in lost opportunities for enforcement.

BLS Cameras are engineered to deliver optimal performance regardless of environmental conditions, ensuring reliable operation in various weather and lighting scenarios. This robust functionality is evidenced in a series of real photographs captured by BLS systems under diverse conditions:

- ✓ **Clear Weather Conditions:** Images captured on clear days demonstrate the system's high-resolution capabilities, showcasing detailed vehicle features and legible license plates, accompanied by an embedded data bar with relevant violation statistics.
- ✓ **Adverse Weather Conditions:** Even in challenging weather conditions such as rain, snow, or fog, BLS cameras maintain their ability to capture clear and actionable images. This is critical for ensuring that enforcement is not hindered by environmental factors.
- ✓ **Low Light Conditions:** Blue Line's technology excels in low light scenarios, including nighttime or during dawn/dusk, thanks to advanced imaging technology and infrared (IR) illuminators. This ensures that the system can effectively capture clear images and identifiable vehicle features 24/7.
- ✓ **High Traffic Scenarios:** In congested traffic conditions, where traditional systems might struggle, Blue Line's lane-specific focus allows for the isolation and clear capture of individual vehicles, ensuring that each violation can be accurately documented and processed.

Each image produced by BLS systems is not only clear but also includes a comprehensive data bar that embeds crucial information about the violation, such as time, location, and speed, along with statistics that aid in the prosecutorial process. ***This level of detail and clarity ensures that each captured image serves as reliable evidence for traffic violation enforcement, supporting legal proceedings and enhancing road safety.***

PROPOSED EQUIPMENT: FIXED PHOTO ENFORCEMENT

Our TrueBlue™ fixed camera technology is superior to any other automated speed enforcement technology (ASET) in that we use single-beam LiDAR (Light Detection and Ranging) to obtain speed measurements of vehicles. ***While most other companies use radar to measure speeds, LiDAR has been proven to be more accurate and 100% effective in determining the speed of a particular vehicle.*** When radar sends a Doppler signal, it is in a wide cone shape, capturing speed data on multiple vehicles at a time; when a person asks, “*how do you know you got me instead of the car behind or beside me?*” It is a difficult answer to provide. ***Our LiDAR emits a single beam to a point on the roadway capturing 600 data points per second as the vehicle travels through the laser.*** Single beam LiDAR provides more data points than any other system by which to calculate speed accurately. By this process, our technology captures only one vehicle, precisely pinpointing not only *which* vehicle it captured but also where the vehicle the laser contacted.

OPTIONAL EQUIPMENT: TRAILER-BASED PORTABLE PHOTO ENFORCEMENT

As demand for automated speed enforcement grows, Blue Line Solutions continues to develop and deploy innovative enforcement and safety solutions to meet every need. In addition to our primary fixed Automated Photo Enforcement solution, Blue Line Solutions also offers a full line of alternative speed and photo enforcement platforms, including Mobile Trailer-based enforcement solutions and hand-held photo enforcement options. Below is an overview of this product line. ***All additional services and solutions can be taken from program revenue rather than operations or capital budget funding.***

Blue Line Solution's complete line of TrueBlue™ Mobile Guardian, solar, and propane-powered mobile surveillance trailers are designed for long-lasting durability and custom integration to meet all your law enforcement and security needs.

Trailers can be customized to meet specific mission requirements, from traffic calming and enforcement to surveillance and crime prevention. They come equipped with a range of technology features such as high-definition cameras with built-in analytics, license-plate readers, motion sensors, visible and audible alarms, and two-way communications, which ***can be tailored to meet the unique needs of the user.***

PROPOSED EQUIPMENT: RED LIGHT PHOTO ENFORCEMENT

For red light photo enforcement, BLS will use the DualVista Camera Series, powered by advanced AI-based software, to revolutionize the way red light camera violations are detected and processed. The AI software embedded in the system delivers unparalleled accuracy and efficiency by leveraging real-time data analysis, ensuring that every traffic violation is captured with precision. Its AI algorithms not only identify red light violations but also accurately detect vehicle speed, behavior, and traffic light status, reducing false positives and ensuring reliable enforcement.

With its high-performance AI chip and signal processing, the system captures violations in multiple lanes simultaneously and processes data instantly. The intelligent image processing software enhances the clarity of images, even in adverse weather or low-light conditions, ensuring high-quality evidence. The AI-enabled system also automates the retrieval and categorization of violations, providing law enforcement with easily accessible, time-stamped, and geolocated evidence. Additionally, the system supports real-time video streaming and immediate data transmission to control centers, allowing for swift action and response to traffic violations.

Red Light Violation Detection:

- Capture Rate: 99%
- Plate Recognition Rate: 98%
- Recognizable Speed: Up to 155 MPH

Our AI's ability to consistently deliver accurate, high-resolution images and video, coupled with Edge AI processing at the camera level, results in faster decision-making, ensuring that law enforcement receives the most precise and efficient evidence possible. This not only enhances road safety but also increases the reliability and effectiveness of traffic enforcement.

Our red light enforcement solution integrates seamlessly into existing traffic management systems, offering versatile connectivity options and robust data handling capabilities.

OPTIONAL EQUIPMENT: ALPR (AUTOMATED LICENSE PLATE READER)

Our capability to integrate seamlessly with any chosen ALPR system sets Blue Line apart. This integration, proven through existing collaborations and consultations, underpins our promise of a comprehensive solution. Our company has solid, longstanding relationships with all vendors in this space, which makes BLS an agnostic supplier. Furthermore, we have a seamless integration with back-end networks.

BLS ensures that all ALPR data will be safeguarded in accordance with Tennessee Statutes and Laws

This ALPR system uses the most intuitive, analytical platform available using our high-resolution surveillance cameras, which lowers the cost and may also allow the cameras to be used for surveillance purposes. Included are:

- ✓ Instantaneous
- ✓ Reads and notifications
 - GSU and/or local Public Safety Answering Point (PSAP)
 - Mobile Data Terminal (MDT's)
 - Mobile Devices (Phone & Tablets)
- ✓ Advanced Search Tools
 - MMCB (Make, Model, Color, Body Style) Detection
 - Full and partial Plate numbers
 - Geofencing
- ✓ Date & Time Search parameters
 - Bread Crumb Tracing: Trace vehicle's movements as they pass cameras.
 - They operate on multiple sources of power. Solar is the primary source of power used; however, AC may be used if placed in an area with low sunlight.

17.2 QUALIFICATIONS & EXPERIENCE OF BLS [RFP IV]

Over the past decade, Blue Line Solutions has implemented and successfully managed over one hundred Photo Speed Enforcement programs in both school zones and work/construction zones using fixed and mobile solutions. Our success has allowed BLS to operate in eleven (11) states including programs in the State of Tennessee and several new states coming on in 2025. Upon contract agreement, our Customer Success Manager and Public Information Officer will begin following the phases and begin planning for a highly successful deployment.

The BLS Public Information Officer (PIO) works with representatives within the police department, city / City government and other stakeholders to facilitate a very robust public awareness campaign. Blue Line Solutions will maintain a positive, productive relationship with the City of Knoxville throughout the life of this program.

Bringing decades of cumulative highway safety experience within the company, BLS places a critical level of importance not seen in any other company in the industry. Together, working with

law enforcement, school systems, and highway safety advocacy groups, BLS works diligently to ensure our programs change the safety of communities by reducing the likelihood of crashes, the severity of crashes, and fatalities on the roadways nationwide.

Blue Line Solutions boasts a well-rounded implementation and management team staffed by experienced professionals from crucial sectors of each service delivery sector, including Field Engineering and Construction, Project Management, Operations, Processing, Customer Success, and Client Relations. This team has been meticulously selected to lead this program, with each member chosen for their individual track record of dedication, expertise, and exceptional performance in similar endeavors. BLS currently manages over 100 Automated Photo Speed Programs.

17.3 HIGHLIGHTS AND TESTIMONIALS [RFP IV]

In addition to the required references, below are three (3) additional examples of successful projects similar in size and scope to this effort.

Shreveport, Louisiana

In Shreveport, Louisiana, we implemented our systems in 35 of 55 total school zones (~100 cameras) throughout the city. Extensive PI&E was done, ranging from press releases and social media graphics to numerous news interviews about the installations of the speed detection systems. The city required this prior to the implementation and activation of the program. BLS was able to meet Shreveport's additional requirements and begin a successful program. Since installing the speed detection system, data has shown a significant speed reduction.

Savannah, Georgia

In Savannah, Georgia, Blue Line Solutions has successfully implemented our system in 16 out of 25 school zones within the city. Since installing the speed detection system, data has shown a significant speed reduction. - Deputy Chief Robert P. Gavin

Youngstown, Ohio

In Youngstown, Ohio we have implemented our systems in 35 out of 43 total school zones throughout the city. Extensive PI&E was done, ranging from press releases and social media to numerous public appearances and news interviews about the installations of the speed detection systems. Since installing the speed detection system, data has shown a significant speed reduction.

17.4 REFERENCES

#1: City of Hollywood, FL Police Department [RFP IV]

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone	Project Description
Major Josh Czerenda	jczerenda@hollywoodfl.org	954-448-8086	Automated Photo Speed Enforcement Program

#2: Wythe Co, VA Sheriff's Department [RFP IV]

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Project Description
Chief Deputy Anthony Cline	arcline@wytheco.org	276-620-5880	Automated Photo Speed Enforcement Program

#3: City of Savannah, GA, Police Department [RFP IV]

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone	Project Description
Asst. Chief Robert Gavin	rgavin@savannahga.gov	912-651-4352	Automated Photo Speed Enforcement Program

#4: City of Youngstown, OH Police Department [RFP IV]

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone	Project Description
Lt. Brian Welsh	LtWelsh@youngstownohio.gov	276-781-2301	Automated Photo Speed Enforcement Program

#5: City of Bristol, VA Police Department [RFP IV]

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone	Project Description
Major Daryl Milligan	dmilligan@bristolva.org	276-645-7400	Automated Photo Speed Enforcement Program

#6: Chatham Co., GA Police Department [RFP IV]

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone	Project Description
Chief Jeffrey M. Hadley	jhadley@chathamcounty.org	540-828-2611	Automated Photo Speed Enforcement Program

#7: Smyth County, VA Sheriff's Department [RFP IV]

Project Manager	E-mail	Phone	Project Description
Sheriff Chip Shuler	cshuler@smythcounty.org	912.346.8329	Automated Photo Speed Enforcement Program



BLUE LINE SOLUTIONS

Blue line solutions demonstrate their focus is to reduce the number of lives lost on our roadways, and they back that up with results.

Blue line solutions are professional and committed to results for the community.

Blue line solutions have been responsive and worked to assist our agency with rollout and community messaging.

ASST. CHIEF ROBERT GAVIN
SAVANNAH POLICE DEPARTMENT
MANAGEMENT INFORMATION DIVISION

P.O. Box 8032 • Savannah, Georgia 31412 • 912-651-6675 • Fax 912-651-6683



CHATHAM COUNTY POLICE DEPARTMENT

295 Police Memorial Drive, Savannah, GA , 31405

(912) 652-6920 FAX: (912)650-6130

Chief Jeffrey M. Hadley

Assistant Chief Terry Shoop

Assistant Chief Julie Tolbert

September 25, 2023

Gena Sullivan
Communication Specialist
Blue Line Solutions

Mrs. Sullivan:

The Chatham County Police Department has had an excellent relationship with Blue Line Solutions for well over two years. They have been a true partner in establishing our "School Zone Camera" program assisting us every step of the way from Implementation, community outreach and engagement, and on-going technical support.

I wanted to thank Blue Line Solutions and their staff for the upmost professional services, partnership, and assistance with our program.

Professionally,

Chief Jeffrey M. Hadley
Chatham County Police Department



SHREVEPORT POLICE DEPARTMENT

January 23, 2024

Chief Wayne Smith
Shreveport LA Police Department
Shreveport, LA

Mark Hutchinson, Founder & CEO
Blue Line Solutions, LLC
4409 Oakwood Dr
Chattanooga, TN

Mr. Hutchinson,

I'm writing to you on behalf of the Shreveport Police Department to express our sincere appreciation to you and your company.

Our partnership began on February 2, 2022, when we entered into a contract with Blue Line Solutions as the chosen vendor to provide automated speed enforcement in our school zones. As with most new programs, we had some challenges, but you and your company worked tirelessly and diligently with the city and the police department to overcome those challenges in a most professional and organized fashion.

Having your own permitting department has eased the pain that sometimes comes with new construction approvals and installations. This department worked to ensure that our state requirements were met and continues to provide support on an ongoing basis.

I would be remiss if I did not mention your ALPR cameras. Since installation began, we have had numerous successes in solving crimes in our city. Having sent one of your own across several states to train our entire department, spending the entire day letting our folks trickle in and out as their schedules permitted, proved to be very beneficial in using your ALPR software. The quality of the reads, ease of searching for vehicles, and never-lacking customer support have been phenomenal.

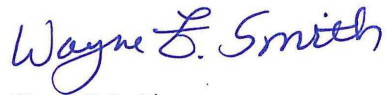
1234 TEXAS AVENUE, SHREVEPORT, LOUISIANA 71101 | WWW.SHREVEPORTLA.GOV/DEPT/POLICE

Mr. Mark Hutchinson
January 23, 2024
Page 2

Blue Line developers have also worked relentlessly for the successful integration of their ALPR units with Fusus to enhance the capabilities of our Real Time Crime Center. That full cutover is scheduled in the coming weeks.

I believe that our partnership has created a safer environment in the City of Shreveport. Thank you and Blue Line Solutions employees for that partnership.

Respectfully,



Wayne E. Smith
Chief of Police



WYTHE COUNTY SHERIFF'S OFFICE

Wythe County Law Enforcement & Judicial Complex
245 South Fourth Street
Wytheville, Virginia 24382

CHARLES W. FOSTER
SHERIFF

Office (276) 223-6000
Fax (276) 223-6127

June 1, 2023

Mark Hutchinson
3903 Volunteer Drive Ste 400
Chattanooga, TN 37416

Mr. Hutchinson,

In January 2022 the Wythe County Sheriff's Office set out to find a partner to assist with slowing traffic down in our school zones. Blue Line Solutions was selected as our photo speed vendor. I wanted to send you a letter to let you know how our partnership is working.

When this process first started we needed to see how bad our speeding problem was and you provided us with free speed studies to identify the problem. The next step was to obtain permits. I was so thankful that your company handled all the necessary paperwork and permits with the Virginia Department of Transportation. Our school zone signs were out of date and your company agreed to replace them at no charge to this agency or county taxpayer. We now have permanent photo speed cameras and I can tell the speeding has begun to slow down. Traffic is moving much slower and the drivers seem to be more attentive.

This past month we held our annual Memorial Golf Tournament to remember one of our fallen deputies that was killed in the line of duty. I would also like to thank you for sponsoring our golf tournament. Your sponsorship will help fund scholarship opportunities for graduating high school students to attend college. Your dedication to our community does not go unnoticed.

In closing, I wanted to let you know I have contacted many people at Blue Line Solutions with questions throughout this process. I have always been treated more as a friend than just another client. They always answer my questions and are very quick to respond. I never had a moment when I didn't know what was about to happen next. They kept me well-informed of the process. I want to thank you for being a partner and not just a vendor to our county!

Respectfully,

Chief Deputy Anthony Cline

17.5 QUALIFICATIONS & EXPERIENCE OF KEY BLS PERSONNEL [RFP IV]

Blue Line Solution's team includes a highly experienced group dedicated to delivering excellence in every phase of the program from implementation through service. Our leadership team is located in Chattanooga, TN and brings decades of expertise in traffic safety, law enforcement collaboration, permitting, and construction management, ensuring smooth and efficient project execution. With a focus on technology and innovation, we design and deploy cutting-edge enforcement solutions tailored to meet the unique needs of each community.

Many of our team members have direct experience in law enforcement and traffic safety, equipping us with a deep understanding of the challenges agencies face and the best practices to address them. Guided by our mission of enhancing safety in the communities we serve, we approach every project with a commitment to reducing accidents, protecting lives, and building trust with the public through reliable and transparent programs.

MARK HUTCHINSON – CHIEF EXECUTIVE OFFICER (CEO)

Mark's extensive 30+ year background in law enforcement and highway safety has clearly shaped the core mission of his company. His experience as a Chief Deputy and Traffic Commander, along with his roles in both Georgia and Tennessee Governor's Highway Safety Offices, gives him a unique, data-driven perspective on what it takes to reduce accidents and improve driving behavior.

By founding the company in 2010, he was able to translate his deep knowledge of law enforcement into a business that prioritizes the safety of communities over simply generating revenue. This approach sets Blue Line Solutions apart from traditional photo enforcement companies, as the focus is on long-term behavioral change rather than just ticketing violators.

Mark's leadership ensures that the company doesn't just deploy technology, but also integrates strategic, community-focused initiatives that aim to make roads safer. This philosophy resonates well with public officials, transportation agencies, and communities looking for sustainable highway safety solutions.

DOUG DEIHL – CHIEF OPERATING OFFICER (COO)

Doug is the COO at BLS, where he oversees supply chain management, manufacturing, permitting, installation, field service, marketing, and customer service operations. A seasoned leader with over 20 years of experience, Doug has held executive roles in sales, marketing, operations, and service. Doug is a graduate of a leadership development program at General Electric and has successfully managed complex, multimillion-dollar projects for state and local municipalities nationwide. His experience includes airport and border security initiatives in collaboration with federal agencies such as U.S. Customs and Border Protection (CBP) and the Transportation Security Administration (TSA). He holds an MBA from the University of North Carolina at Chapel Hill and a bachelor's degree from Connecticut College.

ZACH WATTS - CHIEF TECHNOLOGY OFFICER

Zach is an accomplished technology leader boasting 12 years of theoretical and practical software development experience and is currently spearheading Blue Line Solutions as CTO. With a focus on large-scale software architecture, compliance, and IT systems. As CTO, he leads a team of engineers who have developed a violation management and traffic insights system capable of processing millions of daily events with modern cloud-scale elasticity/ efficiency and maintaining

robust federal and state regulatory adherence and policy enforcement. Motivated by user-centric principles, Zach's commitment to enhancing technology continues to shape impactful and secure innovation.

JAMES HARDEMAN - VICE PRESIDENT OF FIELD OPERATIONS

Retired Asst. Chief of Police (27 Years). Upon award of the contract, James and his staff will begin communicating with the assigned ranks within the Agency to discuss and begin planning for permit applications to the Department of Transportation to install automated speed enforcement cameras in school and construction zones. The permit team has worked with DOTs in multiple states throughout the country and has expertise in government relations, site plan preparation, technical drawings, infrastructure installation, and DOT (Department of Transportation) application processes.

TATE GENTRY – PROJECT MANAGER

Tate Gentry is our Director of Field Operations with over 8 years of experience in successfully leading and delivering complex projects across the photo speed and construction industry. Known for a strategic approach and exceptional leadership, Tate excels in managing cross-functional teams, driving efficiency, and ensuring project goals align with client expectations. With expertise in project planning, risk management, and stakeholder communication, Tate consistently delivers projects on time and within budget while maintaining a focus on quality and client satisfaction. Passionate about continuous improvement, Tate thrives in dynamic environments and is committed to delivering results that exceed expectations.

KAYLA CASH – PROCESSING OPERATIONS MANAGER

Kayla Cash has an in-depth background in supervising the implementation, adoption, product management and customer service for many state, local and federal agencies. Kayla meshes these traits together with her technical background to make the perfect individual for the BLS Processing Operations Manager. Kayla manages over twenty Processing Agents who are responsible for quickly reviewing and processing citations before the Agency Approval phase.

GABRIELLE ROCKWELL – DIRECTOR OF PUBLIC INFORMATION & EDUCATION

Gabby Rockwell serves as the marketing point of contact for Blue Line Solutions. At Blue Line Solutions, Gabby focuses on the Public Information & Education (PI&E) for all safety programs, helping to create customized transparent, and equitable resources for all stakeholders to share in their community. This includes graphics, copy, and data reports specific to that locality's speed studies, warning period, enforcement, and year-over-year safe driving behaviors. Gabby earned a master's in public policy focusing on State and Local Government and Econometrics from Pepperdine University and an undergraduate degree from Nazareth University.

SCOTT WOODEN – DIRECTOR OF SERVICE & SUPPORT

Scott Wooden brings over 20 years of experience in Service and Production within the technology industry to his role at Blue Line Solutions. As the leader of our remote support call center and field service teams, Scott ensures the delivery of top-tier preventative and corrective maintenance for

our enforcement systems deployed across the nation. His responsibilities also include managing relationships with subcontracted service partners in select regions, and ensuring consistent, high-quality service. Scott's leadership is integral to maintaining system reliability and optimizing operational efficiency, reinforcing Blue Line Solutions' commitment to safety and excellence.

17.6 BLS' PRICING/COST [RFP IV]

This proposal and pricing will remain binding for at least one hundred and twenty (120) days from the proposal date. Delivery fees have been included in the total pricing. We look forward to hearing from your office and hope to work with you. If you have any questions, please feel free to contact me or any of our contacts listed below. I can be reached at 423.333.0490 or by email at mark@bluelinesolutions.org.

The pricing sheet is located at the end of the document for easier review. (pg. 126)

17.7 BLS' FINANCIAL HISTORY [RFP IV]

As mentioned above, BLS is financially sound, strong, and reliable. Our company produces approximately \$20 million of annual revenue and we continue to grow. BLS exceeds all insurance requirements and will always maintain a COI on file with The City. BLS is authorized to, and currently providing business in the State of Tennessee.

Blue Line Solutions, LLC is a stable company with positive EBITDA and in operation for more than 12 years. The company is currently in a rapid growth stage and will continue on that trajectory for the foreseeable future. The company has full backing and support from Private Equity funding and has no concerns about the ability to provide products and services as outlined in this RFP.

The requested BLS financial audit report can be found below.

Company Proprietary: BLS asks that this information be redacted before public release.

BLUE LINE INNOVATIONS HOLDINGS, LLC		
PROFIT & LOSS		
FOR THE YEARS ENDED DECEMBER 31, 2023 AND DECEMBER 31, 2022		
	Jan - Dec 23	Jan - Dec 22
REVENUE	16,079,230	11,614,785
COST OF SALES	4,784,922	4,014,674
GROSS PROFIT	11,294,308	7,600,111
EXPENSE - S,G&A	13,816,748	7,427,624
PRE-TAX INCOME (LOSS)	(2,522,440)	172,486
EBITDA	1,947,767	1,714,120

PROPIETARY AND CONFIDENTIAL

****NOT SUBJECT TO FOIA REQUEST****

BLUE LINE INNOVATIONS HOLDINGS, LLC

BALANCE SHEETS

	DEC. 31, 2023	DEC. 31, 2022
ASSETS		
CASH & ACCOUNTS RECEIVABLE	(8,575,734)	(725,139)
OTHER CURRENT ASSETS	511,005	262,841
TOTAL CURRENT ASSETS	(8,064,729)	(462,299)
FIXED ASSETS	11,006,257	6,327,834
OTHER ASSETS	9,816,604	10,993,301
TOTAL ASSETS	12,758,133	16,858,837
LIABILITIES & EQUITY		
LIABILITIES		
CURRENT LIABILITIES	3,279,394	3,969,454
OTHER CURRENT LIABILITIES	977,476	1,331,621
TOTAL CURRENT LIABILITIES	4,256,870	5,301,074
LONG TERM LIABILITIES	9,476,353	10,010,413
TOTAL LIABILITIES	13,733,223	15,311,487
EQUITY	(975,091)	1,547,349
TOTAL LIABILITIES & EQUITY	12,758,133	16,858,837

PROPIETARY AND CONFIDENTIAL

****NOT SUBJECT TO FOIA REQUEST****

ADDENDUM 1: BLS IN THE PRESS

Below is a growing list of Blue Line Solutions' press attention to include news articles and videos.

Article Links:

- <https://www.wjhl.com/news/numbers-reveal-positive-results-from-speed-zone-cameras-in-bristol-va/>
- <https://www.amisun.com/2024/06/04/cameras-to-ticket-school-zone-speeders/>
- <https://www.mahoningmatters.com/news/local/article292800499.html>
- <https://www.wric.com/news/local-news/sussex-county-activating-speed-cameras-in-problem-school-zone/>
- <https://whatsupnewp.com/2024/06/middleCity-aims-for-safer-roads-with-speed-cameras/>

Video Links:

- <https://youtu.be/m4tfnLeXR38?si=DIGRCa7qV9QZPWVq>
- <https://youtube.com/shorts/R49H0lhDMS0?si=3LgCxl73SBOTw63u>

ADDENDUM 2: BLS DIVERSITY PARTNER MEMO OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the 7th day of November, 2024 (the "Effective Date"), by and between:

Blue Line Solutions, LLC

4409 Oakwood Drive, Chattanooga, TN 37416
(hereinafter referred to as "BLS")

and

DLZ National, Inc.

800 South Gay Street, Ste 700, First Horizon Bldg., Knoxville, TN 37929
(hereinafter referred to as "Vendor").

RECITALS

WHEREAS, BLS is interested in exploring potential vendor opportunities related to Knoxville Tennessee's Request for Proposal #0000364271 (the "RFP");

WHEREAS, Vendor has expertise and capabilities that may align with the requirements of the RFP and is interested in exploring the possibility of a future business relationship with BLS;

WHEREAS, the Parties desire to enter into this MOU to outline their mutual understanding of the intended cooperation for the purpose of exploring vendor opportunities in relation to the RFP.

NOW, THEREFORE, BLS and Vendor (each a "Party" and collectively the "Parties") agree as follows:

1. Purpose

The purpose of this MOU is to establish a framework for cooperation between the Parties to explore and evaluate potential opportunities for Vendor to provide goods and/or services in connection with RFP #0000364271 issued by Knoxville Tennessee.

2. Scope of Cooperation

The Parties agree to engage in discussions and share relevant information related to the RFP, including but not limited to:

- **Evaluating the requirements of the RFP** and determining the potential fit of Vendor's products/services to meet customer requirements.
- **Discussing potential roles and responsibilities** of each Party should a formal partnership or subcontracting relationship be pursued.
- **Collaborating on scope**, ensuring that all aspects of the project are aligned with customer needs and expectations.
- **Providing timely and competitive quotes** based on potential future work, taking into account the specific requirements and timelines of the RFP.

- **Negotiating in good faith** regarding any future agreements, ensuring that both Parties' interests are fairly represented and that the collaboration remains mutually beneficial.
- **Collaborating on any necessary submissions, documentation, or presentations** related to the RFP.
- **Assessing any additional resources, technologies, or expertise** that may be required to respond effectively to the RFP.

3. Non-Binding Nature

This MOU is intended to facilitate discussions and explore potential opportunities. It does not create any binding obligations on either Party to enter into a future agreement or to provide any products or services unless and until a definitive agreement is executed by both Parties.

4. Confidentiality

Each Party agrees to treat all non-public information received from the other Party in connection with this MOU as confidential. Such information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law or regulation.

5. Term

This MOU shall be effective as of the Effective Date and shall remain in effect until the earlier of (i) the Parties entering into a definitive agreement, (ii) the completion of the evaluation process for the RFP, or (iii) the expiration of 12 months from the Effective Date, unless terminated earlier by either Party with 30 days' written notice.

6. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles.

7. Miscellaneous

- **Amendments:** This MOU may only be amended or modified by a written agreement signed by both Parties.
- **No Assignment:** Neither Party may assign its rights or obligations under this MOU without the prior written consent of the other Party.
- **Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **Use of business name:** The perspective vendor consents to use of their name in the RFP submission as a potential sub-contractor with Blue Line Solutions.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

BLUE LINE SOLUTIONS, LLC

By: James Hardeman

Name: James Hardeman

Title: Vice President of Field Operations

DLZ National, Inc.

By: Miguel A. Trevino

Name: Miguel A. Trevino

Title: Vice President

Address: 800 South Gay Street, Ste 700, Knoxville, TN 37929

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the 12th day of November, 2024 (the "Effective Date"), by and between:

Blue Line Solutions, LLC

4409 Oakwood Drive, Chattanooga, TN 37416
(hereinafter referred to as "BLS")

and

Blount Contractors Inc

635 Dameron Avenue, Knoxville, TN 37921
(hereinafter referred to as "Vendor").

RECITALS

WHEREAS, BLS is interested in exploring potential vendor opportunities related to Knoxville Tennessee's Request for Proposal #0000364271 (the "RFP");

WHEREAS, Vendor has expertise and capabilities that may align with the requirements of the RFP and is interested in exploring the possibility of a future business relationship with BLS;

WHEREAS, the Parties desire to enter into this MOU to outline their mutual understanding of the intended cooperation for the purpose of exploring vendor opportunities in relation to the RFP.

NOW, THEREFORE, BLS and Vendor (each a "Party" and collectively the "Parties") agree as follows:

1. Purpose

The purpose of this MOU is to establish a framework for cooperation between the Parties to explore and evaluate potential opportunities for Vendor to provide goods and/or services in connection with RFP #0000364271 issued by Knoxville Tennessee.

2. Scope of Cooperation

The Parties agree to engage in discussions and share relevant information related to the RFP, including but not limited to:

- **Evaluating the requirements of the RFP** and determining the potential fit of Vendor's products/services to meet customer requirements.
- **Discussing potential roles and responsibilities** of each Party should a formal partnership or subcontracting relationship be pursued.
- **Collaborating on scope**, ensuring that all aspects of the project are aligned with customer needs and expectations.
- **Providing timely and competitive quotes** based on potential future work, taking into account the specific requirements and timelines of the RFP.

- **Negotiating in good faith** regarding any future agreements, ensuring that both Parties' interests are fairly represented and that the collaboration remains mutually beneficial.
- **Collaborating on any necessary submissions, documentation, or presentations** related to the RFP.
- **Assessing any additional resources, technologies, or expertise** that may be required to respond effectively to the RFP.

3. Non-Binding Nature

This MOU is intended to facilitate discussions and explore potential opportunities. It does not create any binding obligations on either Party to enter into a future agreement or to provide any products or services unless and until a definitive agreement is executed by both Parties.

4. Confidentiality

Each Party agrees to treat all non-public information received from the other Party in connection with this MOU as confidential. Such information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law or regulation.

5. Term

This MOU shall be effective as of the Effective Date and shall remain in effect until the earlier of (i) the Parties entering into a definitive agreement, (ii) the completion of the evaluation process for the RFP, or (iii) the expiration of 12 months from the Effective Date, unless terminated earlier by either Party with 30 days' written notice.

6. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles.

7. Miscellaneous

- **Amendments:** This MOU may only be amended or modified by a written agreement signed by both Parties.
- **No Assignment:** Neither Party may assign its rights or obligations under this MOU without the prior written consent of the other Party.
- **Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **Use of business name:** The perspective vendor consents to use of their name in the RFP submission as a potential sub-contractor with Blue Line Solutions.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

BLUE LINE SOLUTIONS, LLC

By: James Hardeman

Name: James Hardeman

Title: Vice President of Field Operations

BLOUNT CONTRACTORS, INC.

By: S. Patrick Perry

Name: S. Patrick Perry

Title: Executive Vice-President

Address: 635 Dameron Avenue

Knoxville, TN 37921

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the 18th day of November, 2024 (the "Effective Date"), by and between:

Blue Line Solutions, LLC

4409 Oakwood Drive, Chattanooga, TN 37416
(hereinafter referred to as "BLS")

and

English Mountain Construction

[Vendor Address]

(hereinafter referred to as "Vendor").

RECITALS

WHEREAS, BLS is interested in exploring potential vendor opportunities related to Knoxville Tennessee's Request for Proposal #0000364271 (the "RFP");

WHEREAS, Vendor has expertise and capabilities that may align with the requirements of the RFP and is interested in exploring the possibility of a future business relationship with BLS;

WHEREAS, the Parties desire to enter into this MOU to outline their mutual understanding of the intended cooperation for the purpose of exploring vendor opportunities in relation to the RFP.

NOW, THEREFORE, BLS and Vendor (each a "Party" and collectively the "Parties") agree as follows:

1. Purpose

The purpose of this MOU is to establish a framework for cooperation between the Parties to explore and evaluate potential opportunities for Vendor to provide goods and/or services in connection with RFP #0000364271 issued by Knoxville Tennessee.

2. Scope of Cooperation

The Parties agree to engage in discussions and share relevant information related to the RFP, including but not limited to:

- **Evaluating the requirements of the RFP** and determining the potential fit of Vendor's products/services to meet customer requirements.
- **Discussing potential roles and responsibilities** of each Party should a formal partnership or subcontracting relationship be pursued.
- **Collaborating on scope**, ensuring that all aspects of the project are aligned with customer needs and expectations.
- **Providing timely and competitive quotes** based on potential future work, taking into account the specific requirements and timelines of the RFP.

- **Negotiating in good faith** regarding any future agreements, ensuring that both Parties' interests are fairly represented and that the collaboration remains mutually beneficial.
- **Collaborating on any necessary submissions, documentation, or presentations** related to the RFP.
- **Assessing any additional resources, technologies, or expertise** that may be required to respond effectively to the RFP.

3. Non-Binding Nature

This MOU is intended to facilitate discussions and explore potential opportunities. It does not create any binding obligations on either Party to enter into a future agreement or to provide any products or services unless and until a definitive agreement is executed by both Parties.

4. Confidentiality

Each Party agrees to treat all non-public information received from the other Party in connection with this MOU as confidential. Such information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law or regulation.

5. Term

This MOU shall be effective as of the Effective Date and shall remain in effect until the earlier of (i) the Parties entering into a definitive agreement, (ii) the completion of the evaluation process for the RFP, or (iii) the expiration of 12 months from the Effective Date, unless terminated earlier by either Party with 30 days' written notice.

6. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles.

7. Miscellaneous

- **Amendments:** This MOU may only be amended or modified by a written agreement signed by both Parties.
- **No Assignment:** Neither Party may assign its rights or obligations under this MOU without the prior written consent of the other Party.
- **Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **Use of business name:** The perspective vendor consents to use of their name in the RFP submission as a potential sub-contractor with Blue Line Solutions.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

BLUE LINE SOLUTIONS, LLC

By: James Hardeman
Name: James Hardeman
Title: Vice President of Field Operations

[VENDOR NAME]

By: Jacob Seth Ewing - EMC
Name: Jacob Seth Ewing
Title: President

Address: P.O. BOX 3059
Morristown, TN 37815

ADDENDUM 3 – BUSINESS LICENSE [RFP VII]



City of Chattanooga Business Tax Standard License

April 16, 2024

BLUE LINE SOLUTIONS
3903 VOLUNTEER DR STE 400
CHATTANOOGA TN 37416-3860

Letter ID: L0823948608
Expiration Date: 15-May-2025
Return Due By: 15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001606232 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA



City of Chattanooga Business Tax Standard License

This certificate must be publicly displayed.

BLUE LINE SOLUTIONS
4409 OAKWOOD DR BLDG 1-2
CHATTANOOGA TN 37416-2367



Date Issued: 16-Apr-2024
Classification: 3
Letter ID: L0823948608
License Number: 1001606232
Expiration Date: 15-May-2025

ADDENDUM 4 – CERTIFICATE OF LIABILITY INSURANCE [RFP VI]

Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:															
INSURED Blue Line Solutions, LLC 3903 Volunteer Drive Suite 400 Chattanooga, TN 37416		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C: North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER D: Ascot Insurance Company</td> <td>23752</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Twin City Fire Insurance Company	29459	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: North River Insurance Company	21105	INSURER D: Ascot Insurance Company	23752	INSURER E:		INSURER F:	
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INSURER D: Ascot Insurance Company	23752																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** W33698734 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	30 ECS OF8734	04/01/2024	04/01/2025	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMPROP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
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PRODUCTS - COMPROP AGG	\$ 4,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	30 AB S79602	04/01/2024	04/01/2025	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			30 BU ON1862	04/01/2024	04/01/2025	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	30 WN S79600	04/01/2024	04/01/2025	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Excess Umbrella Liability			5228127792	04/01/2024	04/01/2025	<table border="1"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>Aggregate</td><td>\$5,000,000</td></tr> </table>	Each Occurrence	\$5,000,000	Aggregate	\$5,000,000										
Each Occurrence	\$5,000,000																				
Aggregate	\$5,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella/Excess Liability sits excess over the General Liability, Auto Liability and Employers Liability.
 SEE ATTACHED

CERTIFICATE HOLDER

City of Hollywood Florida
 Attn: Mayor Josh Levy
 2600 Hollywood Blvd.
 Hollywood, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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RR TN: 25926011

BATCH: 3478240

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Blue Line Solutions, LLC 3903 Volunteer Drive Suite 400 Chattanooga, TN 37416	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability.

INSURER AFFORDING COVERAGE: Ascot Insurance Company
POLICY NUMBER: BXNA2410000241-03 EFF DATE: 04/01/2024 EXP DATE: 04/01/2025 NAIC#: 23752

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Umbrella Liability	Each Occurrence	\$10,000,000
	Aggregate	\$10,000,000

ADDITIONAL REMARKS:
This policy is excess over policy #S228127792

ACORD 101 (2008/01)

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SR ID: 25926011

BATCH: 3478240

CERT: W33698734

ADDENDUM 5 – W9 TAX DOCUMENT

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																																		
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BLUE LINE SOLUTIONS, LLC</p>																																																				
<p>2 Business name/disregarded entity name, if different from above</p>																																																				
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► </p>																																																				
<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>																																																				
<p>5 Address (number, street, and apt. or suite no.) See instructions. 4409 OAKWOOD DRIVE</p>		<p>Requester's name and address (optional)</p>																																																		
<p>6 City, state, and ZIP code CHATTANOOGA, TN 37416</p>																																																				
<p>7 List account number(s) here (optional)</p>																																																				
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><i>Note:</i> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;">4</td><td style="width: 30px;">6</td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;">0</td><td style="width: 30px;">5</td><td style="width: 30px;">8</td><td style="width: 30px;">0</td><td style="width: 30px;">2</td><td style="width: 30px;">3</td> </tr> </table>			Social security number																				OR										Employer identification number										4	6			0	5	8	0	2	3
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<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																				
<p>Sign Here</p> <p>Signature of U.S. person ► <i>Bianca Marchant</i> Date ► 01/02/2024</p>																																																				
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</p>																																																				

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

CONCLUSION

With a robust foundation in traffic safety and law enforcement and a proven track record of success, BLS stands out as a strategic partner capable of delivering substantial improvements in traffic management and public safety for communities, particularly in high-risk zones like schools and construction areas. Our proactive approach to public engagement and education, combined with sophisticated enforcement technology, ensures effective solutions tailored to meet the specific needs of municipalities.

BLS wants you to consider this information before implementing your School-Zone Enforcement and Safety Program. The following information outlines the type of equipment provided, costs, and implementation strategies. BLS will meet or exceed the services detailed in the City of Knoxville **Traffic Safety Photo Enforcement Services RFP RFP24TrafficCamera-pmo**.

Digital Information, Videos, and PSAs: BLS has developed a series of brief videos to showcase its technology, demonstrate its user-friendliness, and present examples of Public Service Announcements (PSAs) produced by BLS. These videos are designed to provide a comprehensive understanding of BLS's offerings and their application in enhancing traffic safety and enforcement.

1. [Blue Line Solutions – Who We Are](#)
2. [Shreveport, LA – Program Partnership & Success](#)
3. [Ren'gia Majors Safety Program](#)
4. [Rincon, GA – Speed Safety Enforcement](#)
5. [NewGuard™ – Backend & Violation Processing](#)

BLS strives to make each of our contracts the best experience a client has ever had with a contractor. The City of Knoxville will be no exception.

Sincerely,



Mark Hutchison
Founder & CEO
Blue Line Solutions, LLC



Re: City of Knoxville: RFP24TrafficCamera-pmo
Automated Traffic Enforcement Safety Device Program
11-20-2024

Blue Line Solutions is pleased to provide the following pricing data to the City of Knoxville.

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).

Program	Monthly Fee (per Camera Location)
Traffic Signal (25)	\$1,850/Mo. per Unit
Speed Zone (100)	\$2,000/Mo. per Unit
Noise (2)	\$0 (For 1 st 2 Units) – Additional Units Subject to Further Negotiation

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.

Program	Percentage of Projected Revenue from Violation Fees (Contractor Owned Equipment)	
Traffic Signal (25)	City of Knoxville: 52%	Blue Line Solutions: 48%
Speed Zone (100)	City of Knoxville: 52%	Blue Line Solutions: 48%
Noise (2)	City of Knoxville: 52%	Blue Line Solutions: 48%

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)

Program	Percentage of Projected Revenue from Violation Fees (City Owned Equipment)	
Traffic Signal (25)	City of Knoxville: 100%	Blue Line Solutions: 0%
Speed Zone (100)	City of Knoxville: 100%	Blue Line Solutions: 0%
Noise (2)	City of Knoxville: 100%	Blue Line Solutions: 0%
Item	Cost	
Equipment	Traffic Signal (25): \$562,500 Speed Zone (100): \$2,714,000 Noise (2): \$103,000	

Installation	Traffic Signal (25): \$511,786 Speed Zone (100): \$1,710,000 Noise (2): \$30,000
Equipment Maintenance	Traffic Signal (25): \$1,940/Unit - Annually Speed Zone (100): \$1,200/Unit - Annually Noise (2): \$9,400/Unit - Annually
System Maintenance	\$0 (Included Above)
Additional Training	\$0
Citation Management	\$12 per processed violation

- Power & Network Connectivity/Data will be responsibility of City for City Owned Equip.
- Cost to City for moving any device to different location: \$35,000 per location.

EXHIBIT D
Designated Intersection Approaches

This Agreement is for the installation, implementation, maintenance and support of the hardware, software and Equipment at existing Designated Intersection Approaches as well as the installation, implementation, and maintenance and support of new intersection approaches. Any new Designated Intersection Approaches shall be determined after completion of any required traffic studies conducted by City Engineering based on community safety and traffic needs. Determination of which approaches at each Designated Intersection Approaches shall be monitored will be based upon a mutual agreement between BLS and the City.

I. Existing Designated Intersections Approaches:

The following intersection approaches have already been determined to be Designated Intersection Approaches and the hardware, software and equipment for the Traffic Control and Safety Enforcement Program shall be installed within 60 days after deployment of 50% of Automated Speed Enforcement Cameras, the Contractor agrees to begin installation of the Traffic Signal Enforcement Program (APE Program).. At each of these Designated Intersection Approaches, BLS will be installing the APE systems in accordance with the Contract Documents:

Traffic Signal 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

II. Newly Additional Designated Intersection Approaches:

The parties agree that there may be additional Designated Intersection Approaches in the future, based on applicable traffic studies, where hardware, software and equipment need to be installed and implemented at each approach listed and subsequently maintained and supported by BLS:

III. Relocation.

The parties understand and agree that the City may request to relocate any of the above-listed Designated Intersection Approaches to another intersection or a different intersection approach for any reason, including but not limited to the following: a road construction project, the lack of red light violations being detected, or the direction of City Council. The parties agree that the City is only responsible for the relocation costs for new intersections installed during this term of the Agreement not already identified in this Exhibit A. BLS will execute the work of the system installations, implementation, maintenance and support at its own cost. Costs associated with moving any Cameras and related Equipment will be deducted from the gross receipts generated by the program.

Exhibit E

Designated School Zone Approaches

<i>City of Knoxville School Zone Flashers</i>			
<u>School Name</u>	<u>Address</u>	<u>Streets</u>	<u># Streets with flashers</u>
Austin-East Magnet High	2800 Martin Luther King Jr Ave, Knoxville, TN 37914	Martin Luther King Jr. Ave.	1
Bearden Elementary & Knoxville Adaptive Education Center	5717 Kingston Pike, Knoxville, TN 37919	Kingston Pike	1
Bearden High	8352 Kingston Pike, Knoxville, TN 37919	S Gallaher View Road, Gleason Drive	2
Bearden Middle	1000 Francis Rd, Knoxville, TN 37909	Francis Road, Middlebrook Pike	2
Beaumont Magnet Academy	1211 Beaumont Ave, Knoxville, TN 37921	Beaumont Ave., Mcspadden St., W Scott Ave.	3
Belle Morris Elementary	2308 Washington Pike, Knoxville, TN 37917	Washington Pike, Whittle Springs Road, Buffat Mill Road	3
Central High	5321 Jacksboro Pike, Knoxville, TN 37918	Jacksboro Pike, Essary Drive	2
Chilhowee Intermediate	5005 Asheville Hwy, Knoxville, TN 37914	N Chilhowee Drive, Asheville Highway	2
Christenberry Elementary	927 Oglewood Ave, Knoxville, TN 37917	Shamrock Ave., Oglewood Ave., Henegar St.	3
Dogwood Elementary	705 Tipton Ave, Knoxville, TN 37920	Tipton Avenue, E Moody Avenue	2
Fair Garden Family Center	400 Fern St, Knoxville, TN 37914	Fern Street	1
Fountain City Elementary	2910 Montbelle Dr, Knoxville, TN 37918	Montbelle Drive, Grove Drive, Pruden Drive	3
Fulton High	2509 N Broadway, Knoxville, TN 37917	E Woodland Ave.	1
Green Magnet Academy	801 Lula Powell Dr, Knoxville, TN 37915	Lula Powell Drive, E Summit Hill Drive	2
Gresham Middle	500 Gresham Rd, Knoxville, TN 37918	Gresham Road	1
Holston Middle	600 N Chilhowee Dr, Knoxville, TN 37924	N Chilhowee Drive	1
Inskip Elementary	4701 High School Rd, Knoxville, TN 37912	High School Road	1
Lonsdale Elementary	1505 Louisiana Ave, Knoxville, TN 37921	Connecticut Ave., Burnside St., Louisiana Ave.	3
Maynard Elementary	737 College St, Knoxville, TN 37921	College Street, University Avenue	2
Mooreland Heights Elementary	5315 Magazine Rd, Knoxville, TN 37920	Magazine Road, W Martin Mill Pike, Neubert Springs Road	3
Northshore Elementary	1889 Thunderhead Rd, Knoxville, TN 37922	Thunderhead Road	1
Northwest Middle	5301 Pleasant Ridge Rd, Knoxville, TN 37912	Pleasant Ridge Road	1
Norwood Elementary	1909 Merchant Dr, Knoxville, TN 37912	Merchant Drive	1
Pleasant Ridge Elementary	3013 Walnoaks Rd, Knoxville, TN 37921	Pleasant Ridge Road, Walnoaks Road	2
Pond Gap Elementary	4530 Papermill Dr NW, Knoxville, TN 37909	Papermill Drive, Hollywood Road	2
Richard Yoakley	4415 Washington Pike, Knoxville, TN 37917	Washington Pike	1
Ridgedale	4600 Ridgedale Rd, Knoxville, TN 37921	Western Avenue	1
Rocky Hill Elementary	1200 Morrell Rd, Knoxville, TN 37919	Morrell Road	1
Sarah Moore Greene Magnet Academy	3001 Brooks Ave, Knoxville, TN 37914	Brooks Avenue	1
Sequoyah Elementary	942 Southgate Rd SW, Knoxville, TN 37919	Southgate Road	1
Shannondale Elementary	5316 Shannondale Rd, Knoxville, TN 37918	Shannondale Road	1
South Knox Elementary	801 Sevier Ave, Knoxville, TN 37920	Sevier Avenue	1
South-Doyle Middle	3900 Decatur Dr, Knoxville, TN 37920	Taylor Rd., Tilson St. Decatur Dr., Galbraith School Rd.	4
Spring Hill Elementary	4711 Mildred Dr, Knoxville, TN 37914	Mildred Drive	1
Sterchi Elementary	900 Oaklett Dr, Knoxville, TN 37912	Oaklett Drive, Cedar Heights Road	2
Vine Magnet Middle	1807 Martin Luther King Jr Ave, Knoxville, TN 37915	Martin Luther King Jr. Ave., Harriet Tubman St.	2

West Haven Elementary	3620 Sisk Rd NW, Knoxville, TN 37921
West High	3300 Sutherland Ave, Knoxville, TN 37919
West Hills Elementary	409 Vanosdale Rd, Knoxville, TN 37909
West View Elementary	1714 Mingle Ave, Knoxville, TN 37921
Whittle Springs Middle	2700 White Oak Ln, Knoxville, TN 37917

Sisk Road, Pleasant Ridge Road	2
Sutherland Avenue, Tobler Lane	2
Vanosdale Road, Sheffield Drive	2
Belmont Heights Ave., Mingle Ave., Keith Ave.	3
White Oak Lane, Whittle Springs Road	2

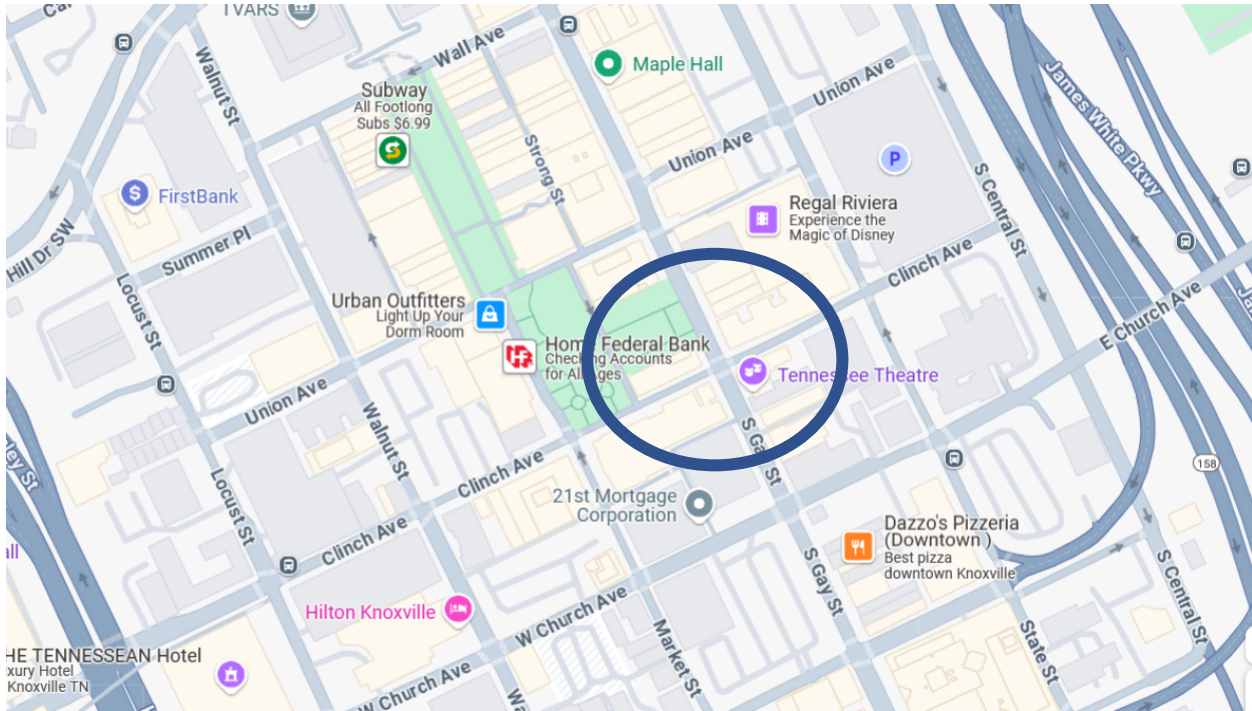
Total # of locations	73
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*Please note that this list is for Knox County schools only and does not include private schools.

Exhibit F Noise Enforcement Zone

Cameras will be located at or near:

1. At the intersection of Clinch and Gay Street.



2. At the intersection of Jackson Avenue and Central.

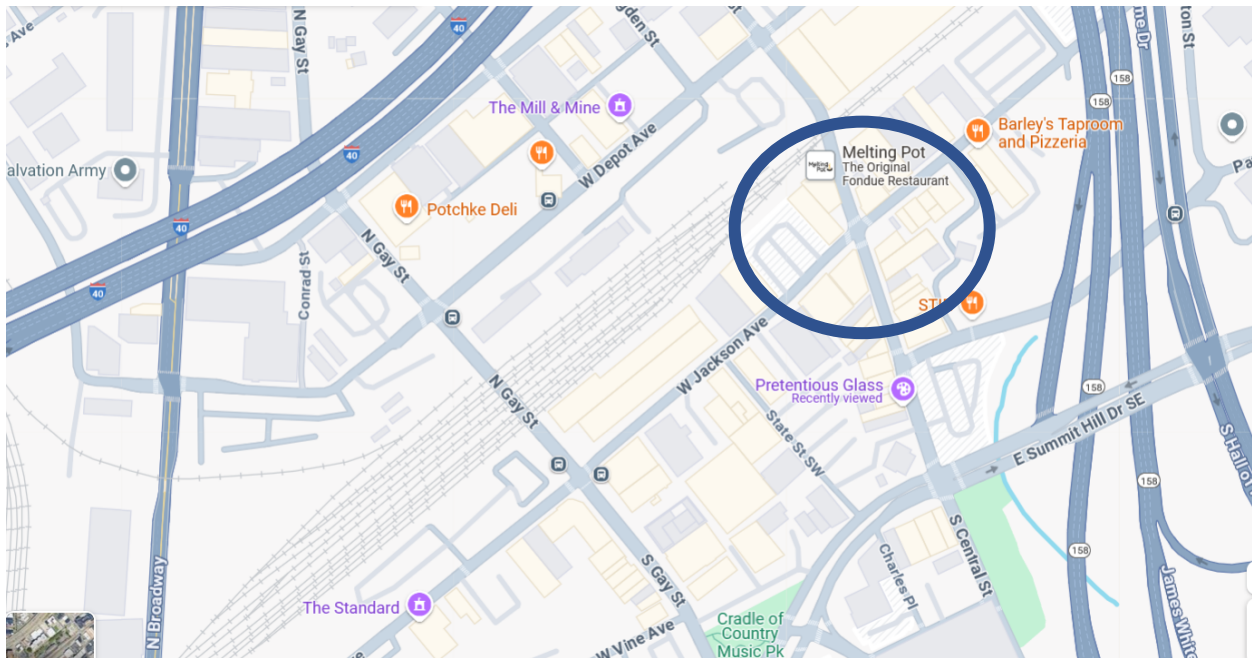


EXHIBIT H

Maintenance

1. All repair and maintenance of BLS Photo Red Light Enforcement Systems and related equipment will be the sole responsibility of BLS, and will be performed at no cost to the City, including but not limited to the replacement or relocation of poles and/or video equipment or lasers, the maintenance of the casings of the cameras included in the BLS School Zone Speed, Red Light and/or Noise Enforcement Systems and all other Equipment in reasonably clean and graffiti-free condition.
2. BLS shall not open the Traffic Signal Controller Boxes without a representative of City Traffic Engineering present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of BLS.
4. The provision of all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility of BLS.
5. In the event that images of a quality suitable for the Authorized Officer to identify Violations cannot be reasonably obtained without the use of flash units, BLS shall provide and install such flash units.
6. At no cost to the City, the BLS Project Manager (or a reasonable alternate) shall be available to the Police Project Manager each day.
7. BLS will repair or replace any camera or other Equipment not operating properly within forty-eight (48) hours of notification by the City of the inoperability or discovery of the inoperability by BLS itself, at no cost to the City.
8. BLS will review the operation of all cameras and equipment at least weekly and will perform a routine schedule of preventive maintenance and cleaning, as required.
9. BLS will maintain maintenance logs which will include the information specified in the Contract Documents, including but not limited to preemptive maintenance, information obtained from remote status checks of each installed camera, information obtained from remote software maintenance and support, inspections, dates and times when inspections are conducted, the name of the BLS technician performing the inspection, results of the inspection, the date of the next scheduled inspection, reason for the inspection, and repair activities.
10. Upon receipt of notification of a camera failure, a local BLS technician shall acknowledge the call-out request within four (4) hours.
11. BLS warrants and represents that fewer than ten percent (10%) of all Potential Violations will be rejected due to BLS's Photo Red Light Enforcement Program's inability to identify the registered owner of the vehicle, the state the vehicle is from, or the tag number on the license plate.
12. At minimum, BLS warrants and represents that seventy-five (75%) of all Potential Violations must be made available for prosecution.
13. All video recordings will be available for review at full motion picture speed (at least 25 frames per second).

EXHIBIT I
Compensation and Pricing

During the Term of this Agreement, the City agrees to the below financial terms with BLS:

The City and BLS will split the revenue in accordance with the chart set forth below:

Program	Percentage of Projected Revenue from Violation Fines (Contractor Owned Equipment)	
Traffic Signal (25)	City of Knoxville: 52%	Blue Line Solutions: 48%
Speed Zone (100)	City of Knoxville: 52%	Blue Line Solutions: 48%
Noise (2)	City of Knoxville: 52%	Blue Line Solutions: 48%

BLS will retain ownership of all System Equipment that it installs and utilizes throughout the term of this Agreement. The two parties shall share revenue from the paid Citations in accordance with the chart above. Specifically, the City's portion shall be 52% of all paid Citations, and BLS's portion shall be 48% of all paid Citations. No fees or charges will be assessed to the City for non-paid violations.

- 1. Program & System Fees.** Blue Line Solutions assumes all risk, costs & fees associated with, and required for all System installations, maintenance infrastructure, development, implementation, and ongoing support.
- 2. Legislative Change Affecting Compensation.** If legislative changes should limit or alter the structure or amount of fines levied for speed or red-light infractions, either Party may request to renegotiate the compensation as specified above. Any failure of the parties to agree on such compensation changes shall not be grounds for termination of this Agreement for cause.
- 3. Additional Warning Periods.** BLS will provide one (1) thirty-calendar-day warning period at no charge to the Municipality as part of this agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.
- 4. Distribution of Collections.** No later than the 15th day of each month, BLS shall pay the City, from BLS's Knoxville bank account, the City's share of the collections from the preceding month. BLS will be responsible for providing the City a full accounting of the proceeding month's collections from which all payments were calculated.
- 5. Definition of "Received."** For the purposes of this Agreement and the Contract Documents, "received" shall mean that the Citation payment or partial Citation payment is collected and deposited into the account and, in the case of a check, the check is paid by the bank upon which it is drawn, and in the case of a credit card, payment is made by the credit card company.

Exhibit J
Additional Rights and Obligations

BLS and the City shall respectively have the additional rights and obligations set forth below:

1. BLS shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Photo Red Light Enforcement Program (actual print and production costs are the sole responsibility of the City).
2. BLS shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority (“Signage”), including but not limited to the Vehicle Code, and shall assist in determining the placement of such Signage. BLS shall be solely responsible for installing such Signage in strict compliance with all State and local laws and regulations, and subject to the approval of all applicable Governmental Authorities, specifically including City Traffic Engineering.
3. The BLS Project Manager and the Police Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the Installation Date, and on a monthly basis for the remainder of the Term, at such times and places as the BLS Manager and the Police Project Manager shall mutually agree. The BLS Manager and the Police Project Manager may meet telephonically.
4. The City shall not access the BLS School Zone, Red Light and/or Noise Enforcement System or use the School Zone, Red Light or Noise Enforcement Program in any manner other than prescribed by law or this Agreement and which restricts or inhibits any other Person from using the BLS School Zone, Red Light and/or Noise Enforcement System or the School Zone, Red Light and/or Noise Enforcement Program with respect to any Intersection Approaches constructed or maintained by BLS for such Person, or which could damage, disable, impair or overburden the BLS School Zone, Red Light and/or Noise Enforcement System or the School Zone, Red Light and/or Noise Enforcement Program, and the City shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the BLS School Zone, Red Light and/or Noise Enforcement System, or (iii) any materials or information not intentionally made available by BLS to the City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing.
5. To the extent permitted by law, the City shall maintain the confidentiality of any username, password or other process or device for accessing the BLS School Zone, Red Light and/or Noise Enforcement Systems or using the Traffic Control & Safety Enforcement Program.
6. The City shall promptly reimburse BLS for the cost of repairing or replacing any portion of the BLS School Zone, Red Light and/or Noise Enforcement Systems, or any property or equipment related thereto, damaged by the City, or any of its employees, contractors or agents.