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Request for Proposal

Proposal Title: **KUB Video Surveillance Supplies and Services**

Proposal Description: **Video surveillance equipment and installation as specified**

Proposal Number: **639**

Date Issued: November 7, 2016

Response Due Date: December 1, 2016

Time: 2:00 PM EST

KUB Contact: Rebekah Taylor

Phone Number: (865) 558-2307

E-mail address: rebekah.taylor@kub.org

The Knoxville Utilities Board will receive Proposals in an electronic format sent to the Procurement Department, as instructed below.

Subject to the instructions, conditions, specifications, Addenda, and any other elements of this Request for Proposal, including those incorporated by reference.

This Request for Proposal is prepared in a Microsoft Word Format. Any alterations to this document made by the Proposer may be grounds for rejection of the Proposal, cancellation of any subsequent award, or any other legal remedies available to the Knoxville Utilities Board.

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Submit sealed proposal responses to:

Physical Location

Knoxville Utilities Board
Procurement Department
4505 Middlebrook Pike
Knoxville, TN 37921-5599

-OR-

Mailing Address

Knoxville Utilities Board
ATTN: R.Taylor Purchasing Section
P.O. Box 59017
Knoxville, TN 37950-9017

The outside of the sealed box / container / envelopes containing the response shall be marked with Proposal Title, Proposal Due Date and Proposal Number as described above.

-OR-

E-mail the **proposal** response to bids@kub.org with “**Video Surveillance Supplies and Services #639**” in subject line by same date and time.

Note: If responses are sent via E-mail to Bids@kub.org, service provider will receive an auto response within a reasonable time frame; otherwise please follow-up with the buyer, Rebekah Taylor at rebekah.taylor@kub.org and/or re-send your response.

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I. Statement of Intent – The Knoxville Utilities Board (KUB) currently has 415 video surveillance cameras at thirty-five facilities that are connected to fifty-three servers. Nineteen are wireless remote sites. KUB is seeking proposals from interested firms and companies for maintenance, consultation, purchase and/or replacement, and installation of video surveillance equipment. The awarded vendor will be responsible for providing technical consultation, maintenance, equipment and materials as specified, as well as providing installation, configuration, documentation, deployment, and a deployment plan as specified in Section V. Equipment and installation services are to be identified on a per project basis. Provide pricing for items as described in Section V. in this RFP; as well as the various services that would be applicable to this RFP. General location for the use of materials will be identified on a per project basis. Items purchased and services required may vary.

II. RFP Tentative Timeline:

RFP Issue Date	November 1, 2016
Cutoff for Questions	November 21, 2016
Answers to Questions	November 25, 2016
RFP Close Date (all proposals due)	December 1, 2016
Selection Announced Approximately	December 15, 2016

III. RFP Response Requirements:

- 1) Read the RFP in its entirety.
- 2) Submit all questions by email to rebekah.taylor@kub.org before the “Cutoff for Questions” deadline stated in section II of this RFP.
- 3) Email proposals to bids@kub.org as detailed in Section VI, part D.
- 4) Submit a complete and detailed proposal, organized as follows:
 - a. Cover Letter
 - b. Executive Summary
Provide a brief summary that highlights the key components of the proposal in one to three pages.
 - c. Functional Requirements
 - Review and respond to the requirements listed below. Responses should provide in depth information.
 - The proposer is encouraged to provide additional information which will enable the evaluators to have an understanding of how the requirement is accomplished.
 - The proposer is allowed to attach documents to further explain answers provided. Attached documents should clearly reference the applicable requirements.
 - All materials must be new not re-packaged, re-furbished or re-manufactured.
 - d. Exceptions to Terms and Conditions

Proposer must acknowledge and accept the Terms and Conditions or note any exceptions on the “Exceptions to Terms and Conditions” using Attachment A.

- e. References
Proposer must provide up to three references with similar requirements as to those described in this RFP using Attachment B.
- f. Contact Information
Proposer must provide primary contact information using Attachment C.
- g. Taxpayer Identification
Proposer must provide a copy of a completed W-9 (Request for Taxpayer Identification Number and Certification) or Social Security number for 1099 Reporting.
- h. Qualifying MBE, WBE, WBE
If qualifying as a MBE (Minority Business Enterprise), WBE (Women Owned Business Enterprise), or SBE (Small Business Enterprise), proposer must provide proof from a certifying organization.

- IV. Proposal Evaluation Criteria** –The RFP will be evaluated by a team of employees based on the following criteria:
- A.** Proposal Submission – the quality and completeness relative to the description in the RFP.
 - B.** Price and related information (the pricing strategy).
 - C.** Proposal’s ability to address KUB’s functional needs as outlined in the requirements. Proposed services are expected to meet and/or exceed KUB’s requirement and needs.
 - D.** Proposer’s experience – both with similar types of equipment and installation, experience with Utilities, staff experience and qualifications and all other deployment services.
 - E.** Proposal’s technical functionality and technical installation services.
 - F.** Proposer’s time frames, response times, and applicable completion dates.
 - G.** The Proposal’s available value added services and opportunities for future use/growth.

V. RFP Functional Requirements

A. Pricing (Price Proposal)

1. Pricing and Price Adjustments
 - a. Proposer must submit a complete pricing strategy and structure that will be implemented with this proposal.
 - 1) Pricing shall include all anticipated charges, including, but not limited to: cost of materials and product, installation, overhead, profit.
 - 2) Pricing shall be submitted for a flat hourly rate for non-project items such as training, consulting and non-contractual repairs or installation.
 - 3) KUB currently utilizes approximately 44 NVR servers that are built on IBM redundant hardware that are in a variety of different stages of the life cycle in warranty and support. The maintenance of these servers will be assumed as part of this contract. Pricing options shall be submitted for NVMS / NVR hardware:
 - Option 1 – KUB buys and maintains NVR hardware for the installation of NVMS. The vendor shall manage and configure the NVMS system, including upgrades of NVMS systems as required.
 - Option 2 – The vendor provides a hardware recommendation and maintains NVR hardware that exceeds the minimum requirements for the NVMS system and includes, at minimum, redundant power supplies and RAID level disk redundancy. This hardware should be of server quality and configuration and must be approved by KUB. As new servers or replacement parts are required, the vendor shall submit a proposal for approval, with a quote for the cost of the new or replacement hardware. Once approved, the vendor will place the order and KUB will be invoiced for the costs.
 - 4) Pricing shall be submitted for quarterly maintenance routine to include:
 - Validation each NVR/camera is recording the expected amount of video footage per its storage capacity.
 - An inspection for performed for hardware errors and failures.
 - An evaluation of the video resolution to ensure captured video is an acceptable quality.
 - Operating System and application patching performed quarterly.
 - b. List the determining factors that led to the development of the proposed pricing strategy and structure.
 - c. The prices proposed in the proposer's response will be valid for a minimum of two (2) years with the potential of three (3) one (1) year

options to extend end dates after the Agreement(s) are signed. If KUB elects to extend the term of this Agreement, the proposer may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

B. Technical Proposal

1. Product Quality

KUB may evaluate the quality of a proposer's products submitted in its proposal through a demonstration of all products that meet the specifications described in Section E. Specifications for Video Surveillance System, & Maintenance of this RFP, as determined by KUB.

2. Warranty Policy and Duration

- a. Proposer shall describe in detail the manufacturers' warranties for all installed equipment to include duration and conditions.
- b. Proposer shall describe its full service warranty on all installations, repairs, the duration and costs for all services to include repairs under the manufacturer's warranty.

3. Maintenance Services and Spare Parts Availability

- a. The proposer shall describe its onsite maintenance services (maintenance contract plans and time and materials maintenance), as specified in Section E. Specifications for Video Surveillance System, & Maintenance, as well as submit its terms and conditions for maintenance services. In addition proposer shall describe its ability to begin performing any maintenance work at any KUB facility or at any multiple facilities simultaneously within twelve hours (12) or the start of the next business day. The proposer will make contact with KUB within two (2) hours of receiving the service request to determine if an on-site response is required. In addition to providing maintenance and repair services for newly installed systems, the proposer will be required to provide maintenance and repair services for existing systems, regardless of whether or not they were purchased or installed by the proposer.
- b. The proposer shall describe what percentage of its spare parts inventory is typically in stock and available for any requested maintenance work to be performed for any KUB facility within 12 hours of proposers' repair technician determining a need for such parts. The proposer shall also describe what the average lead time is for those remaining spare parts which are not typically in stock and available within 12 hours. This section includes all parts needed to ensure an effective working and operational system, including loaner equipment.
- c. The proposer's service representative or customer service team shall be onsite within twelve (12) hours from the time that a KUB or their representatives and the proposer's service representative escalates a service issue to an on-site call which shall be no more than two (2) hours, as required by KUB, unless the call is made at the end of the day; then the proposer's service representative should be on-site the following business day. All calls made by a KUB or their representative shall be returned within two (2) hours of the call to confirm time of arrival by the proposer's service representative. Unless otherwise agreed to between

proposer and KUB or their representative, service shall be performed within the KUB's business hours, which are generally 7 am to 5 pm EST, Monday through Friday. Proposer shall also provide maintenance services and support after hours, on holidays and in emergency situations if requested by KUB or their representative. The responding proposers' service representative must possess the knowledge and provide all labor, tools, equipment and parts necessary to perform the requested service.

4. Product Availability

The proposer shall describe its access to products and ability to fill a large number of orders, including installation services.

5. Installation Services

The proposer shall include a description of its installation process and qualifications of available personnel, including factory authorized certifications, to perform installation services, including functionality testing.

6. Training Services

The proposer shall describe what services it provides to train KUB staff on the safe and effective operation of all equipment ordered under this Agreement that may result from this RFP as well as the qualifications of available proposer personnel who will perform the training services. The proposer shall also indicate when training typically occurs after installation of ordered equipment.

7. Company Information

The following information will also be submitted.

- a. A short narrative description of the proposer's organization, including organization charts and indication of company officers where applicable.
- b. Total number of years in business.
- c. Number of years providing products and services similar in size and scope to those requested in this RFP
- d. Annual contract value of the proposer's three (3) largest contracts for similar products and services in the past three (3) years. Percent of turnover of service staff for each of the last three (3) years in the proposer's organization that will be responsible for providing products and services described in this RFP (e.g., Account Manager, Installation, Maintenance, and Customer Service personnel, etc.).
- e. If subcontractors are proposed for this RFP, describe the products or services provided by the subcontractor(s) and the proposer's contract management process for subcontractors included in the proposer's proposal.
- f. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions and initial public offerings (IPO's).

C. Methodology

1. Program Implementation

Proposer shall provide a project plan that describes how the proposer intends to implement the program. Specifically, the proposer shall provide the following information regarding methodologies and organization:

- a. Account Team structure and role;
- b. Program Evaluation (on time installation, customer satisfaction, and issue resolution).
- c. Transition Plan.

2. Customer Service

Describe the level of customer service that will be provided, including hours of operation, procedures that will ensure consistency, and problem escalation and resolution. The description should include, but is not limited to:

- a. Telephone customer service and onsite service organizational structure;
- b. Contact process (phone, email, etc.);
- c. Follow up process;
- d. Internal procedures to track customer service contact and resolution;
- e. Escalation process to resolve outstanding customer service and maintenance issues; and
- f. Remedies for not meeting the committed response time.

3. Reports

Proposer shall describe its capabilities to provide quarterly reports, including manufacturer discontinued reports.

D. Description of Products and Services to be Provided

1. General Description

KUB may order video surveillance systems maintenance and repair services for existing and new systems under this Agreement(s) that may result from this RFP by placing an individual order by email.

All maintenance and time and material service requests ordered under an Agreement will apply to existing access and camera systems installed in KUB facilities regardless of make and age as well as newly installed systems.

All copies of software licenses and software tools must remain with KUB receiving any related goods or services from the proposer. System should be complete without further charges for license agreements beyond initial purchase.

E. Specifications for Video Surveillance Systems, & Maintenance Services

1. Network Video Management Software (NVMS)

- a. Avigilon Video Management System (NVMS) Requirements
 - 1) NVMS must be the Avigilon Enterprise Control Center 5 (ACC 5) NVMS (including mobile NVMS).
 - 2) Contractor shall provide all applicable NVMS modules and licenses required to provide a complete and fully functional integration.
 - 3) The NVMS shall be installed on hardware which meet or exceed the manufacturer's recommended requirements.
 - 4) The NVMS shall include a gateway software application that connects mobile devices and other thin clients to the NVMS
 - a) The NVMS mobile client shall be supported by:
 - 1) Android mobile device
 - 2) Apple mobile devices

- b) The NVMS thin web client shall be supported by:
 - 1) Internet Explorer, Safari, Chrome, and Firefox web browsers on Windows desktops
 - 2) Internet Explorer, Safari, Chrome, and Firefox web browsers on Macintosh desktops.
 - b. All existing cameras (analog and IP) must be capable to be incorporated into NVMS Video.
 - c. NVMS (including mobile NVMS) must allow each camera to show multiple views for live real time viewing.
 - d. NVMS (including mobile NVMS) must allow a zoom-in feature for live real time viewing and replay.
 - e. NVMS (including mobile NVMS) must allow playback functions of rewind, pause and forward on mobile or any device.
 - f. NVMS (including mobile NVMS) must allow multi-level permissions for multiple users that can be locked per site.
 - g. All cameras (including future purchases) must be accessible via the Avigilon NVMS on multiple platforms (e.g. Windows, Apple/Macintosh, and all mobile Devices such as iPads, iPhones, and Android devices). All must be included in the camera license fees and must be ONVIF Compliant.
 - h. Vendor must be able to perform NVMS software and application upgrades successfully to customers satisfaction.
- 2. Avigilon (or ONVIF compliant cameras) Camera Requirements**
Cameras must meet the following minimum specifications:
- a. All exterior cameras must meet IP-66 standards
 - b. All interior cameras must at least meet IP-51 or higher standards.
 - c.. H.264 Encoding Platform or JPEG2000.
 - d . ONVIF compliant.
 - e. P-Iris Control, Remote Focus & Zoom Functionality
 - f. Wide Dynamic Range Capability.
 - g. Adaptive IR Capability, minimum 2 Megapixel
 - h. Cameras must provide full functionality with the NVMS solution Avigilon NVMS. All software and hardware (e.g. encoders), connectors, cables, etc. to make cameras and NVMS fully functional.
 - i. All 5 MP cameras must have built in analytics that will work with the existing Avigilon software ACC5.
- 3. Installation of security lighting, sirens, speakers, strobe lights, and warning lights**
- a. Strobe lights connected to the video output and activated by motion from the camera. The strobes must be programmable to reset after a set time, programmed for night use only or 24/7.
 - b. LED lighting, but not limited to LED lighting, connected to the video output and activated by motion from the camera. The lighting must be programmable to reset after a set time, programmed for night use only or 24/7.
 - c. Warning lights connected to panic alarm button.
- 4. Onsite Maintenance Services**
Proposers must offer the following onsite maintenance services:

- a. Maintenance contract for a minimum of four (4), one-year periods after expiration of initial one year warranty period.
- b. Time and materials service and repair option.
- c. Ability to begin performing any maintenance work at any KUB facility or at multiple facilities simultaneously within twelve (12) hours of receiving a service request.
- d. Maintenance and repair of all systems, regardless of whether or not the existing system was initially purchased or installed by the proposer.

3. Certifications and Verifications

All products offered for sale by the proposer to KUB under any resulting Agreement resulting from this RFP must be compliant with all standards and regulations as set forth by all federal agencies and state and local governmental entities. All installations and materials shall meet state and local building codes.

4. Guarantee

All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and proposer shall warrant the equipment against defects in installation, materials, and workmanship.

F. Ordering Process

Proposers will provide KUB with the total cost and lead time required for the product(s) and services ordered, including maintenance and repairs on existing systems. The total cost will itemize the cost of the products and installation. Proposer will coordinate the installation dates with KUB prior to finalizing the order. Proposer will provide KUB with an immediate acknowledgement of the order. The acknowledgement will be submitted by email, regardless of what method is used to place the order, and will include: the products and services ordered, installation dates, and contact information. If KUB is ordering directly from the proposer, the proposer will provide the same information to KUB and use the same ordering process.

G. Customer Service

The proposer's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:

- 1. Customer service organizational structure.
- 2. Contact process and contact person identified by position in the company (phone, email, fax, etc.).
- 3. Follow up process.
- 4. Internal procedures to track customer service contact and resolution.
- 5. Escalation process to resolve outstanding customer service issues.

H. Installation

All products ordered under any resulting Agreement from this RFP shall be completely installed and tested for functionality by the proposer. The proposer shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products. The proposer shall be responsible to transport all ordered products to the KUB's facility prior to installation. KUB will not be responsible for risk of loss for any materials delivered to its facility prior to the proposer completing installation of the product.

Proposer is responsible for system integration and software validation. In engineering, system integration is the bringing together of the component subsystems into one system and ensuring that the subsystems function together as a system. In information technology, systems integration is the process of linking together different computing

systems and software applications physically or functionally, to act as a coordinated whole. The system integrator brings together discrete systems utilizing a variety of techniques such as computer networking, enterprise application integration, business process management or manual programming.

I. Reports

KUB requires quarterly program reports that include a list of all products that are manufacturer discontinued within the current quarter or are scheduled to be manufacturer discontinued within the next twelve month period. The report shall include a proposed replacement product for any product that is manufacturer discontinued. Additionally, the quarterly report shall provide a summary of the equipment and services ordered, including the location where the equipment was installed and the total value ordered during the quarter reported. Quarterly reports must be provided to the designated KUB staff member no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced.

J. Rejection of Goods or Acceptance of Service

If KUB requests maintenance service, a designated KUB representative (“Representative”) will review any completed repairs and approve by signing the proposer’s service report. The designated representative must then be given a copy of this approved proposer service report. For time and materials repairs, the proposer’s invoice will not be paid unless the proposer’s service report is approved by the representative.

K. Inventory

KUB has an ongoing requirement for the products indicated in this RFP. The proposer awarded an Agreement, if any, shall maintain access to a reasonable stock of such products on hand for the term of this Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the proposer’s Agreement.

L. Estimated Volumes

No minimum ordering estimate is stated in this RFP. KUB will not be required to use any Agreement that may result from this RFP. KUB will make their purchasing decision based on what is in the best interest of KUB.

VI. Instructions, Terms, and Conditions

A. Instructions: These documents constitute the complete set of specifications, requirements, and proposal request instructions. The Proposer is responsible for insuring that all pages and all addenda are received. KUB advises all proposers to closely examine this proposal response, and to immediately direct any questions regarding the completeness of this RFP and any addenda to the Procurement Department.

B. Rights: KUB reserves the right to reject any or all proposals and to waive irregularities therein, and the undersigned hereby agrees that such rejection or waiver shall be without liability on the part of KUB for any damage or claim brought by the undersigned because of such action, nor shall the undersigned seek any recourse of any kind against KUB because of such action. **There is no obligation to buy.** All proposals submitted to KUB become the property of KUB upon submission and after the execution of a contract become subject to Tennessee’s Public Records law, as codified in Tenn. Code Ann. §§10-7-101 et. seq.

C. Request for Proposal Definitions: This section describes the procedures for companies submitting a response to this Request for Proposal (RFP). The term “Proposer” refers to the person or entity to which a contract is awarded.

- D. Time and Date for Submitting Proposals:** Each Proposer shall respond to this RFP on or before the time and date indicated on the Request for Proposal cover sheet. Proposals will not be made available for public inspection until after the RFP process is completed and a purchase order has been issued. The Proposal shall be delivered by E-mail to: bids@kub.org with subject line ““(Insert Bid # and Description)””, before 2:00 PM EST on the “RFP Close Date” referenced in section II.
- E. Response:** Each Proposer must acknowledge that it accepts and understands each of the Instructions, Terms, and Conditions of this RFP. If a Proposer is unwilling to accept any one or more of the Instructions, Terms, and Conditions, they must clearly identify in their proposal the Instructions, Terms, and Conditions to which they take exception and note it on the enclosed exception sheet. In its sole discretion, KUB reserves the right on a non-discriminatory basis to: a) consider any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions; or b) reject any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions.
- F. Ex Parte Communication:** KUB does not permit contact concerning this RFP process with any KUB personnel other than as identified in the RFP until the selection process has been completed. All exchanges of information concerning this RFP must be in writing, with e-mail as the preferred method of communication. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of the Proposer. Any questions or requests for clarification will be responded to in writing or by email with a copy of the response being sent to each proposer on record.
- G. Agreement:** Each successful Proposer will be required to sign a contract with KUB. The entire agreement shall include the Proposer’s response to this proposal, the RFP, and an agreement (the “Contract Documents”). If the RFP and the Proposer’s response to this proposal are modified in negotiation between KUB and the Proposer, then the modified proposal shall be included as addenda to the successful Proposer’s contract with KUB. Should any conflict or discrepancy arise between the Instructions, Terms, and Conditions of the RFP and the Instructions, Terms and Conditions of the Agreement, the Instructions, Terms and Conditions of the Agreement shall control. The individual who signs this document must be empowered to sign the Agreement, or if sent by email the name that appears on the proposal response must be empowered to sign the Agreement. KUB reserves the right to withdraw the RFP or condition the award on additional or different terms proposed to be included in such contract and KUB shall not incur any obligation to the successful Proposer except as provided in the Agreement. To produce the Agreement, KUB reserves the right to provide its own draft contract terms or request draft contract terms from the Proposer. Notification of award of the or acceptance of a RFP, in whole or in part, shall not restrict KUB’s discretion with regard to the terms of the definitive contract, shall not preclude KUB from terminating the proposal or withdrawing the proposal prior to execution of the Agreement, and shall not limit KUB’s right to consider and act on additional information that may come to its attention from any source.
- H. Discrepancies, Errors and Omissions:** Any discrepancies, errors, omissions, or ambiguities in this RFP or the requirements / guidelines or addenda (if any) stated herein should be reported to KUB. At KUB’s option, a written addendum may be

issued and the addendum will be incorporated in the RFP and will become part of the Contract Documents. KUB will **not** be responsible for or bound by any oral instructions, clarifications or other communications and no such oral communication may be relied on by any Proposer.

- I. Cancellation:** KUB reserves the right to cancel the agreement without cost or penalty to KUB, if, in KUB's opinion, there is a failure at any time by the Contractor to adequately perform the Agreement, or if there is any attempt to willfully impose upon KUB service workmanship which is, in the opinion of KUB, of an unacceptable quality or time requirements. Cancellation of the Agreement shall not impair any rights or claim of KUB to damages for the breach of any covenants of the Agreement by the successful proposer.
- J. General:** KUB recognizes that the highest price Proposal does not necessarily indicate the best Proposal in terms of capabilities, quality or service. As a result, the selection of a Proposer to which the contract will be awarded will be determined on the basis of which Proposal is in the best interest of KUB based on the factors described in the Proposal Evaluation (Section V.) of this RFP. KUB reserves the right to reject any or all Proposals, to waive technicalities or informalities and to accept any proposal determined to be in the best interest of KUB. KUB will not be responsible for misinterpretations that are caused by failure of a Proposer to follow the RFP format or to give proper and specific references when citing referenced material. The selection criteria are described in the RFP. KUB reserves the right, in its discretion and without incurring any liability to any Proposer, to modify or terminate this RFP at any time prior to the execution of a definitive contract, and to accept or reject any Proposal for any reason.
- K. Documents:** Each Proposal must include the following documents 1) A fully completed Proposal, including any KUB data sheets or addenda, 2) A signed Exceptions document to Instructions, Terms, and Conditions, attached to Proposal.
- L. Communication:** KUB reserves the right to communicate with the Proposers, individually or collectively, formally or informally. KUB requires that questions and other communications concerning the RFP be submitted to KUB only in writing and must be directed to the appropriate person identified on this RFP cover sheet.
- M. Response Times:** Response times will be made as described in the RFP. Failure to respond to as specified and in accordance with the Proposal submitted, including promised lead times, will constitute sufficient grounds for cancellation of the contract, and KUB shall incur no cost or penalty for cancellation. All Proposals must include all applicable transportation, service charges, sales and use taxes, assembly, and all other applicable charges.
- N. Minimum Performance:** The services in accordance with this RFP (including optional items selected by KUB) shall be fully in compliance with all federal, state, and local laws, rules, and regulations.
- O. Guarantee:** In making a Proposal, each Proposer certifies that it is fully aware of the conditions of service and that its offer will meet these requirements of service and purpose to the satisfaction of KUB. Proposer warrants and guarantees to KUB all services and products to be provided and that work and products will be of good quality, and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective by KUB.

P. Insurance Requirements:

Proposer's Insurance: The successful Proposer shall provide KUB with the types and amounts of insurance coverage that the Proposer maintains in its RFP response. The insurance coverage required by KUB for this project will be mutually agreed upon by KUB and the Proposer before a contract is signed. The successful Proposer shall not allow any subcontractor to commence service on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers approved and admitted to do business in Tennessee. KUB shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name KUB as an additional insured as respects commercial general liability and business automobile liability. The successful Proposer shall provide KUB a thirty (30) day cancellation notice in the event any insurance required by fair agreement is canceled.

Employer's Liability Insurance: The successful Proposer shall secure and maintain during the term of the Agreement if applicable, Employer's Liability Insurance.

Worker's Compensation Insurance: The successful Proposer shall secure and maintain during the term of the Agreement if applicable, worker's compensation insurance for all of their employees connected with the work on this project and, in case any work is sublet, shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the successful Proposer. Such insurance shall comply fully with Tennessee Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the successful Proposer shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to KUB, for protection of their employees not otherwise protected.

Q. Indemnification Rider: The successful Proposer agrees to indemnify and hold harmless KUB, its agents, or employees from and against all loss or expense (including cost and attorney's fees) by reason of liability for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or damage to property, including loss of use thereof, arising out of or in consequences of the performance under the Agreement to be entered into whether such injuries to persons or damage to property is due or claimed to be done due to the negligence of the Proposer, his/her subcontractor, KUB, their agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of KUB. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under this section or under any other portion of the contract. Proposers regulated by the Tennessee Regulatory Authority or other regulatory authority are required to respond by stating what provisions of their tariff satisfy the requirements of this paragraph.

R. Taxes: All taxes of any nature arising out of or in connection with the work above shall be the responsibility of the successful Proposer.

S. Nondiscrimination: KUB is an equal opportunity employer and as such requires that its suppliers not discriminate on the basis of race, color, sex, religion, or ethnic origin. Submitting a RFP constitutes Proposer's acknowledgement of this provision. KUB

encourages the use of small business, minority, and women owned business enterprises.

- T. Title VI:** Proposer shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin (“Title VI”). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of the proposal. The proposer if awarded the proposal shall upon request, show proof of such nondiscrimination.
- U. Damages:** The proposer will be responsible for any damages to property of KUB or others caused by it, its employees, or sub-suppliers, and will replace and make good such damages to the satisfaction of KUB.
- V. Choice of Law:** This proposal and any subsequent contract or agreement related to this proposal shall be governed by and construed with the Laws of the State of Tennessee.
- W. Statutory Disqualification:** By submitting a proposal the proposer represents that neither it nor any of its officers, directors, shareholders, members or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state, or federal criminal violation in connection with a contract let by the State of Tennessee or any other state or any political subdivision of the State of Tennessee.
- X. Conflict of Interest:** By submitting a proposal, proposer represents that no commissioner or officer of KUB or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for KUB has a “direct interest” in the proposer or in the work which is subject to this proposal.
- Y. "Right to Know Law":** Manufacturers and Distributors that are regulated by and complying with the provisions of the OSHA hazard communication standard must provide KUB a material data safety sheet (MSDS) for any element, chemical, or mixture that presents a physical hazard or a health hazard as defined by the OSHA standard or any hazardous substance. The data sheet must be provided to KUB at the time of delivery. Manufacturers and Distributors must insure that each container of hazardous chemical delivered to KUB be properly labeled, tagged, or marked in accordance with OSHA standards. Labels and other forms of warning for each incoming hazardous chemical will be inspected for compliance with the standard.
- Z. Copyright, Trademark, Service Mark, or Patent Infringement:**
 - a.** Proposer shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against KUB to the extent that it is based on a claim that the products or services furnished infringe a copyright, trademark, service mark, or patent. Proposer shall further indemnify and hold harmless KUB against any award of damages and costs made against KUB by a final judgment or a court of last resort in any such suit.
 - b.** If the products or services furnished under this proposal or contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Proposer’s obligation to satisfy the final award, Proposer may at its option and expense:
 - i.** Procure for KUB the right to continue using the product or service

- ii. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactorily to KUB, so that they become non-infringing.
 - iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto. Provided, however, that Proposer will not exercise options b.i., or b.ii. when they are impractical.
- AA. Ownership of Intellectual Property:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and KUB shall be considered the creator of such Intellectual Property. KUB shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify KUB, within thirty (30) days, of the creation of any Intellectual Property by its or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in KUB and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than KUB. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not KUB without the express written authorization of KUB.
- BB. Property of KUB:** Any materials, including reports, computer programs, and other deliverables created under the Contract Documents are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without the prior written consent of KUB.
- CC. Force Majeure:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, flood, earthquake, embargo, civil disturbance, acts of terrorism, governmental regulation, or causes similar nature beyond its control.
- DD. Possession of Weapons:** All Proposers vendors, suppliers, and service providers and their employees, agents, or subcontractors are prohibited from possessing any weapons on KUB property.
- EE. Search:** All persons, packages, and vehicles on KUB property are subject to being searched. Routine unannounced searches by KUB may be conducted. Refusal to submit to random searches will be grounds for removal from KUB property and prohibited access in the future. All vehicles leaving the KUB facilities are subject to being searched.
- FF. Traffic:** Traffic regulations are to be observed at all times.

Attachment A “Exceptions to Terms and Conditions”

The Proposer hereby declares that the following list states any and all variations from and exception to the requirements of the Terms and Conditions and that, otherwise, it is the intent of the Proposer that the materials and services work be performed in strict accordance with the Contract Documents. The Proposer acknowledges that the listing of any exception, which is unacceptable to KUB, will have the effect of voiding the proposal.

The Proposer hereby accepts the Terms and Conditions described herein except for the list of exceptions described immediately above.

Date:

Signed:

Title:

Attachment B

“Reference List”

List references that most closely reflect similar scope within the past five (5) years. Complete a separate Reference Listing for each Reference.

Name of Company, Utility, City, etc

Address:

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

Service Dates: _____

Name of Company, Utility, City, etc

Address:

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

Service Dates: _____

Attachment C “Contact Information”

Company Name: _____

Company Address: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Contact Name(s): _____

Title: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Attachment D: Pricing Sheets

Requirements	Description of Proposed Video Surveillance System	Video Surveillance System Pricing (Less Tax)
Video Surveillance System		Installation price: \$
		Training Price: \$
		Other applicable items and pricing: \$
		Price for one year onsite maintenance contract as described in Section 4.1.2.1.3 of this RFP. \$
		Hourly labor rate for time and material repairs: \$