

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Litter Outreach Education and Coordination Services** as specified herein. Proposals must be received by **2:00 p.m. on May 9, 2023**. Late proposals will be neither considered nor returned.

**Please Deliver Proposals to:**

**Proposal Number 3400  
Knox County Procurement Division  
Suite 100, 1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I PROPOSAL PREPARATION AND SUBMISSION**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to [brian.hubbs@knoxcounty.org](mailto:brian.hubbs@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Proposers shall hold their price firm and subject to acceptance by Knox County for a period of one hundred eighty (180) days from the date of the proposal closing.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, and who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865-215-5760  
Fax: 865-215-5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at [https://www.knoxcounty.org/purchasing/conflict\\_policy.php](https://www.knoxcounty.org/purchasing/conflict_policy.php).
- 1.9 **COPIES:** Knox County requires that proposals submitted by hand be one (1) marked as original and three (3) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format.**
- 1.10 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being deemed non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Submission by facsimile or email is strictly prohibited.
- 1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 **MULTIPLE PROPOSALS:** Knox County may consider multiple proposals that meet specifications.
- 1.15 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These purchase orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their proposal if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Vendors are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposers' ability.
- 1.20 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addressees and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals:
- 1.21.1 Be submitted on recycled paper.
- 1.21.2 Not include pages of unnecessary advertising.
- 1.21.3 Be made on both sides of each sheet of paper.
- 1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on April 28, 2023**. These requirements also apply to specifications that are ambiguous.
- 1.23 **SIGNING OF PROPOSALS:** **In order to be considered all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the terms and conditions stated in the document.
- 1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request. Please note, however, that the interest component of any lease payments will not be exempt from federal taxes.
- 1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms.

Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

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

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposer, Contractor employees, and any Contractor's sub-contractors and its employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposal the Criminal History Affidavit of Compliance.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

- 2.20** **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.21** **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22** **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23** **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24** **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

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

- 3.1** **INTENT:** The intent of these specifications is to set forth and convey to prospective proposers the general requirements for Litter Outreach Education and Coordination Services desired by the Knox County Solid Waste Division. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2** **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3** **ADDITIONS/DELETIONS:** Knox County reserves the right to add locations, goods and/or services to this term Contract or delete locations, goods, and/or services that have become obsolete in demand.
- 3.4** **AGENCY CONTACTS:** Contractor will be given a list of key personnel directly associated with the service to be performed for contact information. Only Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 3.5** **AWARD LENGTH:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.
- 3.6** **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the successful vendors staff providing services to Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County Property. These generally include those offenses that would tend to endanger health or welfare. These background checks are in addition to, and completely separate from, the Criminal History Records Check detailed in section 2.7.
- 3.7** **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes (e.g., add/delete departments and add/delete services) as necessary for the complete and successful operation of the services provided under this term contract after consultation with the vendor. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

- 3.8 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
  
- 3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
  
- 3.10 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract for Knox County to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
  
- 3.11 **CONTRACT EXECUTION:** The award of this proposal may result in a contract between Knox County and the successful vendor(s). The Contract must be voted on by the Knox County Commission, if applicable, and receive a majority vote. The successful vendor(s) may be required to be present at the Work Session and full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the vendor needs to attend the meetings. There shall be no cost to Knox County for attendance at the meetings. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted contract agreements are submitted they **will not** be accepted.
  
- 3.12 **CUSTOMER SERVICE:** The successful Contractor(s) may be required to meet with the Knox County Procurement representatives semi-annually to discuss the services being performed from the resulting Contract. These meetings may be adjusted as necessary. The meetings are designed for the successful Contractor(s) to gain insight into how the services are being performed and the perception from Knox County end users. These meetings are meant to improve customer service. End users may be invited to discuss service issues.
  
- 3.13 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.
  
- 3.14 **EVALUATION CRITERIA:** Each proposal will be reviewed and evaluated as to how well it meets the requirements of the RFP and meets the needs of the Solid Waste Department of Knox County. The evaluation process will not provide credit for any capabilities or advantages the proposed system may have which are not clearly shown in the proposal.

Key Personnel and Organizational Experience	40 points
Educational Activities	40 points
Cost	20 points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the evaluation criteria, per submission.

- 3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer.

This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

- 3.16 EVALUATION REVIEW AND PROCEDURES:** Knox County will incorporate the following review procedures in the evaluation of the submitted proposals.
- 3.16.1** Knox County reserves the right to eliminate proposals that are clearly non-responsive to the stated requirements.
  - 3.16.2** Each proposal received will be evaluated to determine if the vendor meets the minimum criteria and the degree to which the proposal is responsive to the requirements of this document. Therefore, proposers must exercise particular care in reviewing the Proposal format required for this Request for Proposals.
  - 3.16.3** The detailed evaluation that follows the initial examination may result in more than one finalist. At that point, Knox County may request additional information or presentations by proposers and/or carry out contract negotiations for the purpose of obtaining best and final offers.
  - 3.16.4** Knox County reserves the right to visit the office(s) of the proposer in order to inspect the facilities and meet key personnel.
  - 3.16.5** Knox County reserves the right to withdraw this Request for Proposals at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
  - 3.16.6** Receipt of a proposal by Knox County or a submission of a proposal to Knox County offers no rights upon the proposer nor obligates Knox County in any manner.
  - 3.16.7** Knox County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Knox County. Any such waiver shall not modify any remaining Request for Proposals requirements or excuse the proposer from full compliance with the Request for Proposals specifications and other contract requirements if the proposer is awarded the contract.
- 3.17 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.
- 3.18 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.19 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with their proposal.
- Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including all Endorsement Page(s) with the specified coverage and listing Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.
- 3.20 INTERPRETATION:** No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

- 3.21 NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.
- 3.22 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.23 NO CONTACT POLICY:** After the date and time that the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.24 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within one hundred eighty (180) days after the date fixed for closing the Request for Proposals.
- 3.25 PRE-PROPOSAL CONFERENCE:** A non-mandatory Pre-Proposal Conference will be held on **Tuesday, April 25, 2023** beginning promptly at **10:00 a.m. local time**. The location of Pre-Proposal Conference will be held at the Knox County Procurement Division, 1000 North Central Street, Suite 100, Knoxville, TN 37917. Proposers are encouraged to attend and submit questions of interest; please bring a copy of the Request for Proposals with you. General questions regarding process, dates and times will be answered at the Pre-Proposal Conference. Questions of relevant importance will be answered by written Addenda only. Proposers are hereby cautioned that nothing is legal or binding on Knox County unless stated in writing.
- 3.26 PRICING:** Proposers must quote a firm fixed price for the first twelve (12) months. At renewal time, the Contractor may request a price increase. Proof of price increases must be supplied to the Knox County Procurement Division. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the Contractor may:
- Continue with existing prices,
  - Submit a revised request for price increase,
  - Not accept the renewal offer.
- If a price increase is approved by Knox County, the approval notification will be done in writing and the vendor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the Contract file. No approvals will be authorized verbally.
- 3.27 PRIME CONTRACTOR:** In the event multiple Vendors submit a joint proposal in response to the RFP, a single contractor shall be identified as the prime contractor. Prime contractor responsibilities shall include performance of contract administration and management. The prime contractor shall be Knox County's sole point of contact and all invoices will be paid to the prime contractor. The prime contractor will be directly responsible for the performance of all subcontractors. Knox County will exercise final approval for the use of any subcontractor.
- 3.28 PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the Proposer and sufficient evidence showing that the Proposer is capable of providing the goods and services. The proposer's response must thoroughly expound on the proposer's understanding of how the Proposed Services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
- 3.29 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

- 3.30 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.31 PROPOSER INTERVIEWS:** Knox County requests that proposers demonstrate their capabilities as well as a thorough knowledge of the intent of this RFP. Knox County reserves the right to request interviews to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.
- 3.32 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.
- 3.33 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.34 QUALIFICATION OF PROPOSERS:** Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Procurement Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.35 QUANTITIES:** Knox County does not guarantee any quantities of services to be purchased from of this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.
- 3.36 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 3.37 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.38 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the successful vendor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.
- 3.39 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time April 28, 2023**. Submit questions as noted in Section 1.1.
- 3.40 TENNESSEE REGISTRATION:** The successful proposer must be registered to do business in the State of Tennessee.

#### **SECTION IV SCOPE OF SERVICES**

- 4.1 SCOPE OF WORK:** Knox County is seeking a Contractor to provide litter education and litter prevention education services that focus on roadside litter prevention. The Knox County Solid Waste Department applies for and receives grant monies annually through the State of Tennessee Department of Transportation (TDOT) for these services. Proposers must familiarize themselves in the TDOT Litter Program. Specifics of the TDOT Litter Grant Program can be found at the following link:

<https://www.tn.gov/tdot/environmental-home/environmental-highway-beautification-office/beautification-litter-grant.html>

The TDOT Litter Program reimburses Knox County for work performed according to terms specified in a contract between Knox County and TDOT. All work done by Knox County and/or the Contractor must be documented in order to receive reimbursements by TDOT. This Contract will run on the County's fiscal year which starts July 1<sup>st</sup> and runs through June 30<sup>th</sup> of each year. Any work done by the successful proposer(s) prior to this proposal may be subject to reimbursement as long as the appropriate documentation exists. All work performed by the contractor(s) is subject to the approval of the Knox County Solid Waste Division. Services such as roadside litter pickup, dump, and streams activities may not fall under the services provided herein unless it can be shown as part of a larger litter education, litter prevention, recycling, waste reduction and/or beautification effort.

**4.2 ADDITIONAL/SUPPLEMENTAL SERVICES:** Knox County may negotiate with the successful proposer to determine if the contractor would be able to assist the department with more direct coordination of programs. These services may be grant eligible under the TDOT grant or they may be funded directly by the Solid Waste Department's annual operative budget. All programs are subject to appropriations.

- Management of Adoption type cleanup efforts (e.g.: adopt-a-road, adopt-a-stream, and adopt-a-park).
- Performance of Community Wide Recycling Education to the same target groups used for litter.
- Organizing and coordination of cleanups where Rights-of-Way and Streams converge.
- Organizing and coordination of cleanups on public lands and cemeteries.

**4.3 CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

**4.3.1** Provide competent supervision.

**4.3.2** Provide competent workers.

**4.3.3** Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

**4.4 CONTRACTOR RESPONSIBILITIES:** Proposers will negotiate the following responsibilities with Knox County personnel based on grant eligibility or program needs. These requirements may change from year to year depending on TDOT Litter Grant Program requirements. Failure to comply with the following responsibilities may lead to rejection of reimbursement requests.

**4.4.1 Litter Education Requirement for Litter Grant Reimbursement:**

- Assist with developing a yearly educational plan for the TDOT Litter Grant application.
- Report activities monthly with sufficient detail and documentation to achieve Litter Grant reimbursement.
- Report activities using quantifiable data to the extent possible.
- Submit litter grant reporting by the fifth (5<sup>th</sup>) day of every month.
- Make corrections and provide additional or supplemental data if requested by the County or State.
- Make all attempts to utilize the full educational amount allocated for the fiscal year.

**4.4.2 Adopt-A-Road Management Requirements:**

- Serve as the primary point of contact and go between for Adopt-A-Road issues with the Solid Waste offices (e.g., approval groups, road sign requests, supplies, and assistance).
- Contacting and explaining adoption responsibilities to interested groups.
- Enrolling prospective groups and documenting their participation.
- Ensuring groups sign liability waivers.
- Coordinating and scheduling regular group cleanups.
- Delivery of supplies in a timely manner to cleanup groups where they need supplies delivered.
- Ensuring that groups report data from the cleanup (e.g., number of volunteers, bags, tires, and bulky items).
- Retrieval of supplies after cleanups performed by cleanup groups.
- Reminding groups of their responsibilities to clean up their segments on a regular basis.
- Seek approval from County for final road approval (County makes final determination of road eligibility).
- Seek approval from County for final group approval (County makes final determination of participant eligibility, including names allowed).
- Alert Solid Waste offices or designees about sign needs, placement or removal.
- Request needed cleanup supplies from the Knox County Solid Waste office.

- Request County assistance from Solid Waste office for waste removal, disposal assistance, equipment support, personnel support, and/or approval of exemptions at waste facilities.

**4.5 EDUCATION PLAN TARGET POPULATIONS:** Each year the County must submit an educational plan to the TDOT Litter Grant Program. The successful proposer(s) will work closely with Knox County to create and submit the educational plan for TDOT grant approval. TDOT does not currently supply an official template document for the plan, however, counties must identify their educational targets for the year. Below is a list of the target populations the education and outreach contractor may wish to focus on and include:

- Student Education
- Public Education
- Media Education
- Business Education
- Government Education
- Civic Leaders and other Influencers
- Volunteer Led Community Cleanup Initiatives and Adoption Groups

**4.6 FUNDING BASED ON PERCENTAGE:** Litter Grants are available to all counties. The amount of funding a county receives is determined by a formula based on population and road miles. The TDOT Litter Program supports a variety of programs and activities that help reduce litter throughout the County. Depending on the tier assigned by TDOT, counties are required to spend a percentage of the Litter Grant award on education. Currently, Knox County is required to spend a minimum of thirty-five percent (35%) of the grant funds on education. The County may elect to spend more on education/outreach for a higher level of service. The Contractor will be notified by the County on an annual basis about any expected changes in the percentage or total funding availability for services under this Contract. Funding will be based on both the TDOT Litter Grant amounts as well as available appropriations under the Solid Waste Division operating budget.

Knox County does not guarantee that all monies received from TDOT will be allocated for the services described herein. Funding for the services herein is, therefore, subject to funding availability from the TDOT Litter Grant Program on an annual basis.

## SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Documents shall be bound, and the cover must have the name and number of the Request for Proposals, the closing date of the Request for Proposals, and the respondent's company name. Failure to include any of the requested documentation listed below or to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer.

### TAB I TABLE OF CONTENTS AND COVER LETTER

Include a Table of Contents for your submittal.

Include cover letter authorizing the submission of the proposal **signed** by a principal of the company.

### TAB II PROPOSER INFORMATION

- Company Name, address, and telephone/fax numbers
- Proposer's email address
- Proposer's Vendor Number as assigned by Knox County
- Knox County Business License (if applicable)
- Registration to do business in the State of Tennessee
- Employer Identification Number (EIN)
- Contact name(s), telephone number(s), and email address(es)
- Will you accept Knox County Credit Card (VISA) for payment?

### TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

Proposers are to acknowledge receipt of any addendum(s) for this proposal.

### TAB IV KEY PERSONNEL AND ORGANIZATIONAL EXPERIENCE (40 Points)

Proposers must provide resumes of all key personnel who will be involved in the delivery of this service. Please include professional certifications and licenses and all relevant information with the proposal. If offering as a firm, indicate the level of involvement of principles in the day-to-day operation of the Contract.

### TAB V EDUCATIONAL ACTIVITIES (40 Points)

Proposers must list and detail the educational activities that they plan to perform in order to provide the services detailed within for each target group listed herein.

### TAB VI COST (20 Points)

Proposers must submit an hourly rate for each of the employee classifications for their organization. This hourly rate shall include all overhead and incidental expenses that may be incurred by the vendor.

### TAB VII SAMPLE DOCUMENTS

Proposers must submit and include samples of documents related to our Contract (e.g.: brochures, screen shots of web pages, and pamphlets).

### TAB VIII EXCEPTIONS TO SPECIFICATIONS

Proposers must state exceptions to specifications, if any, as detailed in Section 3.17.

### TAB IX ATTACHMENTS

Proposers must complete and submit with their proposal:

- Knox County Insurance Checklist, Exhibit A
- Iran Divestment Act / No Boycott of Israel Affidavit, Exhibit B
- Criminal History Affidavit, Exhibit C

### TAB X ADDITIONAL INFORMATION

Proposers may submit additional information regarding their company and the services they offer, believe are necessary to fully provide the services, or believe would be beneficial to Knox County within the context of the services requested in this RFP. NOTE: Please specify and include documentation regarding unique equipment or capabilities. Proposers may include advertisements, letters of recommendation, awards, references, et cetera.

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

**EXHIBIT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
REQUEST FOR PROPOSALS NUMBER 3400**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

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

- 20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
- 21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE PROVIDED WITH EACH COI AS LONG AS THE CONTRACT IS IN EFFECT.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE SOLICITATION NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED\_\_\_\_\_.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE VENDOR NAMED BELOW AND HAVE ADVISED THE VENDOR OF REQUIRED COVERAGE.**

**Agency Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_**

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

**Vendor Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_**

**EXHIBIT B  
REQUEST FOR PROPOSALS NUMBER 3400  
AFFIDAVIT OF COMPLIANCE WITH**

**IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL**

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

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

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_

Notary Public  
My Commission Expires:

\_\_\_\_\_

**EXHIBIT C  
CRIMINAL HISTORY AFFIDAVIT  
REQUEST FOR PROPOSALS NUMBER 3400**

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with proposal by contractor)

I, \_\_\_\_\_, President or other Principal

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

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

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

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

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

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

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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