

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **On-Call Geotechnical Consulting and Materials Testing Services** as specified herein. RFQs must be received by **2:00 p.m.** on **October 2, 2024**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

**Solicitation Number 3596
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Envelope must show the Company Name, Solicitation Name, Solicitation Number & Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to 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.

1.2 ACCEPTANCE: Respondents shall hold their submittal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the Qualification closing, unless otherwise indicated in their submittal.

1.3 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.

1.4 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 the 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, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.5 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.

1.6 COPIES: Knox County **requires** that Qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.

- 1.7 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the RFQ being deemed non-responsive and disqualified.
- 1.8 **ELECTRONIC RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. All qualifications must be submitted in hard copy format to the address listed in this solicitation. Email and facsimile submission is strictly prohibited.
- 1.9 **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, 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.
- 1.10 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.11 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this RFQ is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this procurement transaction.
- 1.12 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal 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.
- 1.13 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this RFQ shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 1.14 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation.
- 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.**
- 1.15 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that RFQs be submitted on paper and shall:
- Be submitted on recycled paper.
 - Not include pages of unnecessary advertising.
 - Be made on both sides of each sheet of paper.
- 1.16 **SIGNING OF QUALIFICATIONS:** In order to be considered all Qualifications must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the RFQ document. It is suggested that mailed RFQs be sent by certified or registered mail with return receipt requested or RFQs sent via common carrier include tracking and delivery confirmation.

- 1.17 **TITLE VI OF THE CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs” - “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.18 **UNFORESEEN CIRCUMSTANCES:** 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.
- 1.19 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, **ALL INTERESTED FIRMS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.
- 1.20 **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 CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense.

The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present. Vendors are to submit the Affidavit of Compliance, **Exhibit C**, with their response.

- 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 solicitation.
- 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 base on personal jurisdiction, venue and inconvenient forum.
- 2.10** **INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, 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 RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each responding firm is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.
- 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 respondent and each person signing on behalf of any respondent 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 respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.
- 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 which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, 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 provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Qualifications (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 offset, 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 their signed submittal that they are 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:** Knox 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, qualifications, 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 SCOPE OF WORK

- 3.1 SCOPE OF WORK:** Knox County, an equal opportunity/affirmative action employer, seeks to retain the services of a professional engineering consulting firm(s) to provide geotechnical services, construction services, and environmental services. The professional engineering consulting firm(s) must be on TDOT's preapproved list.

Responsibilities of the professional engineering firm include, but are not limited to:

- a. Engineering testing, analysis, design
- b. Geotechnical drilling and rock coring
- c. Foundation analysis and testing
- d. Pavement assessment and design
- e. Construction materials engineering and testing
- f. Soils/materials laboratory capabilities
- g. Environmental testing

- 3.2 ADDITIONS/DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.3 AWARD:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of the vendor(s) 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.

- 3.4 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. 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.
- 3.5 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, 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 codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.6 CONTACT PERSONNEL:** It shall be essential to the success of this Contract 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 (1) 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 Knox County account to avoid any interruption of service.
- 3.7 CONTRACT EXECUTION:** The award of this RFQ may result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.
- 3.8 EVALUATION CRITERIA:** This RFQ will be evaluated by a selection committee composed of employees from Knox County government who have expertise within the stated scope of work. Only submittals conforming to the County's Terms and Conditions and the provisions set forth in this RFQ will pass the initial screening. Any submittal failing to satisfy the minimum requirements set forth in this RFQ may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:
- **General Qualifications of Firm (40 Points)**
 - Years in business and years key personnel have performed Geotechnical Consulting and Materials Testing Services.
 - Capabilities and resources of firm.
 - Number of licensed professionals, technicians and inspectors.
 - TDOT approval letter for projects of this nature.
 - **Key Personnel Assigned to Project (30 Points)**
 - Resumes of key personnel/staff and subcontractors to work with Knox County.
 - Specific areas of expertise.
 - Availability of personnel to Knox County.
 - **Projects and Workload (20 Points)**
 - List of at least five (5) projects of similar size and scope completed in the last ten (10) years.
 - Initial budget and final cost for above projects.
 - Start date and final completion date for above projects.
 - Projected workload.
 - **Licensure, Insurance and Litigation (10 Points)**
 - Provide evidence of licensure to practice engineering in the State of Tennessee.
 - Provide evidence of appropriate insurance coverage.
 - Provide information of any litigation in which the firm has been involved within the last 5 (five) years.

3.9 EVALUTION REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results.

3.10 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of this solicitation shall indicate such exceptions in their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the solicitation as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Part IX of the submittal as instructed in Section IV, RFQ Format. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.11 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.

3.12 INSURANCE: The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment, **Exhibit A**, and submit it with their bid response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life of the Contract.

3.13 LICENSING REQUIREMENTS: Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for the type of work requested and must submit a copy of the license with their qualifications. All licensing must be in accordance with Tennessee Code Annotated.

3.14 NEWS RELEASE 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.

3.15 PRICING: The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s).

If the price increase is rejected the vendor may:

- a. Continue with the existing prices;
- b. Request a lower price increase;
- c. Not accept the renewal offer.

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.16 QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each participating vendor's name will be publicly read aloud. No further information will be given at that time. Evaluation of the qualifications will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Contract being fully executed, all submissions will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.
- 3.17 REJECTION OF QUALIFICATIONS:** Knox County reserves the right to reject any and all qualifications received as a result of this request and to waive any informality, technical, defect or clerical error in any submittal, as the interests of the County may require. Non-acceptance of any submittal will be devoid of any criticism of the submittal and of any implication that the submittal is deficient in any manner. Non-acceptance of any submittal shall be construed as meaning simply that the County does not deem the submittal to be acceptable or that another submittal was deemed to be more advantageous to Knox County for the qualifications submitted.
- 3.18 REMOVAL OF VENDOR'S EMPLOYEES:** The successful Vendor agrees to utilize only experienced licensed, 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.
- 3.19 RESPONDENT OBLIGATION:** Each firm shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFQ. The failure or omission of a firm to become acquainted with existing conditions shall no way relieve the firm of any obligations with respect to this RFQ or to the Contract.
- 3.20 SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.
- Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements. Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances, equipment, and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and / or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.
- 3.21 SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.22 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).
- 3.23 SUBMIT QUESTIONS:** Prospective respondents may submit questions concerning this solicitation until **September 18, 2024, by 4:30 p.m. local time.**

SECTION IV RFQ FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS

Part II VENDOR INFORMATION

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgement of Addenda (if applicable)

Part III GENERAL QUALIFICATIONS OF FIRM

Provide the complete qualifications of the firm for completing the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed geotechnical engineering and materials testing services. Include the number of personnel (licensed professionals, technicians and inspectors) available for this service and the complete capabilities of the firm. Include a copy of the firm's TDOT approval letter for these types of services.

Part IV KEY PERSONNEL ASSIGNED TO PROJECT

Provide resumes of key personnel, staff and subcontractors that will work with Knox County on the project. Resumes should be no longer than one page and include number of years working on similar projects and a list of sample projects similar to the scope of work. Include all specific areas of expertise. Describe the availability of personnel when Knox County issues an order to provide geotechnical engineering and materials testing.

Part V PROJECTS AND WORKLOAD

Provide a list of at least five (5) projects that are similar in size and scope. Include start and completion dates for projects with initial budgets and final costs. Include contracts awarded to your firm, complete with a current point of contact for the client, telephone number, email address, summary of work performed and contract term. Provide the firm's projected workload for the next year.

Part VI LICENSURE, INSURANCE AND LITIGATION

Provide evidence of licensure to practice engineering in the State of Tennessee and appropriate insurance coverage. Describe any litigation with which the firm has been involved in the past five (5) years with a brief description of the litigation and result.

Part VII REQUIRED ATTACHMENTS

Firms are to complete and provide the following attachments here:

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

Part VIII ADDITIONAL INFORMATION

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part IX EXCEPTIONS

Respondents are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

**EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3596**

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.	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="4" style="text-align: center;">AUTOMOBILE LIABILITY</th> </tr> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 5%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	AUTOMOBILE LIABILITY				X	ANY AUTO-SYMBOL (1)																			<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)														
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YES	4.	<table border="1" style="width: 100%;"> <tr> <th colspan="4" style="text-align: center;">COMMERCIAL GENERAL LIABILITY</th> <th style="text-align: center;">LIMITS</th> </tr> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">CLAIM MADE</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">OCCUR</td> <td style="width: 50%;">EACH OCCURRENCE</td> <td style="width: 10%; text-align: center;">\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td></td> <td colspan="3" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL & ADV INJURY</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td></td> <td style="text-align: center;">POLICY</td> <td style="text-align: center;">X</td> <td style="text-align: center;">PROJECT</td> <td></td> <td style="text-align: center;">LOC</td> <td>GENERAL AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> </table>	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	
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						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																																													
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																													
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																																													
		PROFESSIONAL LIABILITY																																														
NO	10.	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%;">ARCHITECTS & ENGINEERS</td> <td style="width: 80%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>NO</td> <td>ASBESTOS & REMOVAL LIABILITY</td> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>NO</td> <td>MEDICAL MALPRACTICE</td> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>NO</td> <td>MEDICAL PROFESSIONAL LIABILITY</td> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> </table>		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																																		
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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 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, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFQ NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

REPENDENT NAME: _____ AUTHORIZING SIGNATURE: _____

**EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3596**

**AFFIDAVIT OF COMPLIANCE
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
REQUEST FOR QUALIFICATIONS NUMBER 3596**

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response 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 qualification 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 _____ 2_____.

Notary Public

My Commission expires: _____