

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Cultural Competency Training Services** as specified herein. Proposals must be received by **2:00 p.m. on October 5, 2017**. Late proposals will not be considered nor returned.

**Deliver Proposals To:**  
**Request for Proposal Number 2599**  
**Knox County Procurement Division**  
**Suite 100**  
**1000 North Central Street**  
**Knoxville, Tennessee 37917**

**The Response Envelope must show the Proposal Number, Proposal Name and Proposal Closing Date.**

## **SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Heather Whitehead, Senior Buyer at 865.215.5751 or emailed to [heather.whitehead@knoxcounty.org](mailto:heather.whitehead@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 ACCEPTANCE:** Proposers shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (Proposers **must** follow the Scope of Work).
- 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 or 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(s) meeting specifications, who present the Proposal that is in the best interest of Knox County. The County reserves the right to make a single award or a multiple award. **Knox County 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, Administrator of Business Outreach or  
Lori Holmann, Coordinator of Business Outreach at  
Telephone: 865.215.5760 or 865.215.5757 Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org) and [lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

- 1.7 CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.8 COPIES:** Knox County **requires** that proposals being submitted by hand be in one (1) marked original and six (6) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc. The use of elaborate binders or color pages is not necessary.
- 1.9 DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their Proposal being non-responsive and disqualified.
- 1.10 DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor 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 Contractor from the County's bidder's list for twenty-four (24) months.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this Proposal, the Knox County Procurement Division **will not** accept electronically transmitted Proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line". 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, "Knox Procurement On-Line", 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 subsection 1.1 of this document.
- 1.13 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- 1.13.1** 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.
- 1.13.2** Other weather issues shall be at the sole discretion of the Procurement Director.
- 1.13.3** Knox County will not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the Proposer in the preparation of their proposal.
- 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 order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their Proposal response if the Vendor will accept Knox County's Credit Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.17 PROCESSING TIME FOR PAYMENT:** Proposers are advised that approximately thirty (30) days are required to process invoices for payment when the invoicing instructions herein are followed.
- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the Proposer's ability.
- 1.19 PROPOSAL DELIVERY:** Knox County **requires** Proposers, when hand delivering proposals, 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.
- 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.**
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that Proposals being submitted on paper shall:
- 1.20.1** Be submitted on recycled paper;
  - 1.20.2** Not include pages of unnecessary advertising;
  - 1.20.3** Be made on both sides of each sheet of paper.
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective Proposer to review the entire Request for Proposal (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 proposal procedures must be received in the Procurement Division no later than **September 19, 2017 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF PROPOSALS:** When submitting your Proposal in order to be considered, all Proposals **must** be signed. **Please sign the original in blue ink.**
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 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.
- 1.25 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.
- 1.26 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. Proposers must be registered with the Procurement Division **prior** to submitting their Proposal.
- 1.27 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 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 vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors 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.
- 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:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, 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 bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder 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 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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.
- 2.17 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) Written Contract, (2) Request for Proposal, (3) Contractor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.
- 2.18 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 off, set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 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.
- 2.20 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.

- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Proposer 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.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time. 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.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, Proposal 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 convey to prospective Proposers the general type and quality of Cultural Competency Training as required by Knox County and Knox County Schools (KCS). 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:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of 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 or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AWARD STATUS:** Knox County intends to issue an initial three (3) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended for two (2) additional one (1) year options. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County and Knox County Schools and subject to the Appropriation clause in Section 2.2. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these 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.
- 3.5 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 proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service.
- 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 or both contacts leave the Knox County account, the successful 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.
- 3.7 CONTRACT EXECUTION:** The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Board of Education and by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance at this meeting.

The Knox County Procurement Division will draft the Contract and no other Vendor forms (i.e. Terms and Conditions, Service Agreements or other standard Company forms etc.) will be accepted as Contract attachments.

**3.8 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

<b>Approach to Scope of Work</b>	<b>30 Points</b>
<b>Delivery of Services</b>	<b>30 Points</b>
<b>Cost</b>	<b>25 Points</b>
<b>Experience</b>	<b>15 Points</b>

**3.9 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information 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 that is in the best interest of Knox County.

**3.10 LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.

**3.11 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, experience and technical, and a service standpoint. Knox County reserves the right to enter into Contract negotiations 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 a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Knox County arising from such negotiations.

**3.12 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.

**3.13 NO CONTACT POLICY:** After the date and time that the Vendor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.

**3.14 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 Knox County. All material submitted becomes the property of Knox County.

**3.15 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the Proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

**3.16 PROPOSER INTERVIEWS:** Knox County reserves the right to request Proposer interviews from those Proposers displaying a thorough knowledge of the intent of this RFP.

The purpose of these interviews is to gain additional insight into the capabilities and experience of the Proposer. Neither Knox County nor Knox County Schools will be billed for any costs associated with interviews.

**3.17 PROPOSER OBLIGATION:** Proposer(s) 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.

**3.18 REFERENCES:** Vendor must provide with their submittal three (3) relevant references of similar work completed in the last five (5) years. References submitted are to be accompanied with current contact information including name, email address and phone number. The failure of references to respond to inquiries may result in a deduction of possible points.

**3.19 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all Proposals received as a 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.

**3.20 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor 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.

**3.21 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **September 19, 2017 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

#### **SECTION IV SCOPE OF WORK**

**4.1 SCOPE OF WORK:** The selected Proposer will work with Knox County Schools Leadership to design and facilitate Cultural Competency Training for Knox County Schools' employees in support of a comprehensive, multi-year initiative. Knox County Schools has approximately seven thousand eight hundred (7,800) employees who will participate in the initial core trainings with additional on-going training/support for strategically identified staff through several phases of learning and implementation. It is anticipated that the training of staff will need to occur in stages to accommodate the large number of employees. KCS is specifically requesting proposals that reflect best practices in adult learning, including participative and interactive elements. Also, proposers are to develop internal organizational capacity to support and sustain the application of training on an on-going basis. Proposers should submit a training plan that is tailored to the specific needs of a diverse audience and provide the district with a selection of different training options with recommendations. Vendors are to detail differences in length, substance and style of training for different subgroups of employees. Due to the nature of this scope, initial training is to be completed in-person and onsite only, no train the trainer model or online training model will be accepted.

**4.2 AVAILABILITY:** The account executive and/or team assigned to the County are to be able to accommodate consultation on an as-needed basis. Please offer information as to what can reasonably be expected for a turnaround time for phone calls and emails. Specifically advise as to who the County's first point of contact will be and the biography of that person, including qualifications. This is to be submitted in Section V, Part V of the Proposal.

**4.3 BACKGROUND INFORMATION:** Knox County Schools (KCS) is a public education agency. It is responsible for educating children from preschool through high school. There are approximately fifty-nine thousand (59,000) pre-K through 12<sup>th</sup> grade students and approximately seven thousand eight hundred (7,800) employees. The district is comprised of ninety-two (92) schools which represent urban, suburban, and rural populations.



In 2014, the Knox County Board of Education adopted a five (5) year strategic plan, entitled *Excellence for Every Child*. In this comprehensive plan, the district made a commitment to support the learning of each student in the district to ensure that they are academically successful, college and/or career ready, economically competitive, and personally fulfilled in an increasingly complex world.

In November 2014, shortly after the adoption of the district strategic plan, KCS created the Disparities in Educational Outcomes Task Force, a group of business, school, community and faith-based stakeholders, to recommend strategies to address disproportions in academic achievement and discipline outcomes in KCS that might be correlated with income, race, language and/or disability.

After eighteen (18) months of data analysis, review of promising practices, and significant community discussion, the Task Force published a final report acknowledging that disparities in discipline do exist for African American students, students with disabilities, economically-disadvantaged and male subgroups.

Additionally, academic outcomes reveal similar patterns in achievement gaps. To address these disparities, the Task Force recommended an Action Plan that commits to:

- 4.3.1 Re-design KCS discipline policies and practices to eliminate systemic disparities in discipline based on categories for discrimination by emphasizing restorative practices and alternatives to suspension and/or expulsion, incorporating Positive Behavior Intervention and Supports (PBIS) in every school and classroom, and cultivate a positive environment of mutual responsibility and self-advocacy;
- 4.3.2 Enhance capacity of educators to provide quality instruction and respond to behavioral challenges;
- 4.3.3 Utilize the juvenile justice system only when necessary (criminal activity);
- 4.3.4 Ensure academic growth and achievement for all students.

Further, the Task Force recognized that focused Cultural Competency Training for staff is crucial in order to address disparities and meet the district's priorities. KCS embraces the diverse life experiences, cultural backgrounds, skills, and perspectives of students, their families, and staff. Heritage and identity are a meaningful part of a student's education, and families are to be partners in maintaining the high expectations that are critical for KCS students' academic and future success. Thus, KCS is committed to providing Cultural Competency Training for all KCS employees.

The full Task Force report can be found at [www.knoxschools.org](http://www.knoxschools.org).

- 4.4 **BILLING:** Vendor is responsible for billing of premiums to KCS. All invoices are to be emailed to the Knox County School's Benefits Manager. The format of billing will be mutually agreed upon.
- 4.5 **COST:** Proposers are to detail their proposed billing structure and overall cost in Section V, Part VI of their Proposal. Vendors are to describe what their cost(s) entail and identify any additional costs such as materials. No costs unidentified in this RFP will be paid by Knox County or KCS. All costs for training delivery must be specified in the Proposal. Only in-person training solutions **will be considered**. We anticipate that training and associated costs will differ per employee subgroup, clearly distinguish all cost differences between groups. Contracted first fiscal year Initial Core Training funds have been appropriated up to \$170,000.00. The Intent of the long term contract is to be three (3) to five (5) years, renewed on an annual basis, and contingent upon the appropriation of funds. There is no guarantee of the appropriation.
- 4.6 **DEFINITION OF TERMS:**
  - 4.6.1 **Cultural Competency:** As defined by the American Federation of Teachers, Cultural Competency refers to "The capacity to understand, respect and respond effectively to different students' cultures, communities and power dynamics across social groups; integrating personal awareness with a systematic change orientation." Cultural Competence centers on the skills and knowledge needed to effectively serve students from diverse cultures. Cultural Competence is the ability to successfully teach students who come from differing cultures. It entails developing personal and interpersonal awareness and sensitivities, understanding certain bodies of cultural knowledge, and mastering a set of skills that, taken together, underlie effective cross-cultural and culturally responsive teaching."

In order to cultivate a classroom of culturally competent individuals, KCS must facilitate learning in which students explore and understand their own cultural identity and grow to appreciate who they are and where they come from. Their ability to appreciate themselves and others depends on their own critical understanding of the world around them, so critical consciousness becomes a central aspect of any pursuit of culturally responsive teaching.

**4.6.2 Restorative Practices:** A philosophy and practice that empowers all those affected by a harmful incident to decide collectively how to repair the harm, restore trust, and build a sense of community. Restorative practice focuses on building respectful relationships that recognize dignity and humanity of everyone involved. This effort will work to reduce the need for suspension and will build caring communities in schools while ending disproportionately punitive discipline for students of color and students with disabilities.

**4.6.3 Implicit Bias:** According to the Kirwin Institute, “implicit bias” is heavily implicated as a contributing factor when we analyze the causes of disproportionality in school discipline based on race and ability. In this context, implicit bias is defined as the mental process that causes us to have negative feelings and attitudes about people based on characteristics like race, ethnicity, age, ability and appearance. Because this cognitive process functions in our unconscious mind, we are typically not consciously aware of the negative biases that we develop over the course of our lifetime.

In the general population, implicit racial bias often supports the stereotypical caricature of Black youth, especially males, as irresponsible, dishonest, and dangerous. In an ideal world, teachers and school administrators would be immune to these unconscious negative attitudes and predispositions about race. However, they are not. One (1) of the most powerful consequences of implicit racial bias is that it often robs us of a sense of real compassion for and connection to individuals and groups who suffer the burdens of racial inequality and injustice in our society. For example, many policy makers and voters feel that people of color who are isolated in segregated low opportunity communities in our major metropolitan areas are just getting “what they deserve.” In each of us, implicit bias contributes to the development of an unconscious “hierarchy of caring” that influences who we care about and what groups and individuals are beyond our caring, in a place of invisibility or disposability. Existing research suggests that implicit racial bias may influence a teacher’s expectations for academic success. A 2007 meta-analysis of research found statistically significant evidence that teachers hold lower expectations, either implicitly, explicitly, or both, for African American and Latino children compared to European American children (Rosenthal & Jacobson, 1968; Tenenbaum & Ruck, 2007). Lowered expectations in the classroom may result in differential treatment for students of color and students with disabilities, including less praise, inconsistent academic expectations, and more disciplinary action from teachers. Research suggests that when given an opportunity to choose among several disciplinary options for a relatively minor offense, teachers and school administrators often choose more severe punishment for Black students than for White students for the same offense.

**4.7**     **EMPLOYEE COUNTS:** Approximate Knox County School employee counts are as follows;

**SCHOOL BASED STAFF**

Teachers	4000
School Administrators	250
Educational Assistants	848
School Secretaries	242
Instructional Coaches	142

**SYSTEM-WIDE AND ITINERANT**

Other Student Support	415
Central Office and other Staff	275
Security Officers	115

**OTHER CLASSIFIED STAFF**

Food Service	504
Custodial	360
Maintenance	150
Other Staff	500

Total	7801
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**4.8**     **EXPERIENCE:** Proposers are to provide their company's experience in delivering training to professional audiences on the topics of diversity, equity, inclusion, power and privilege including number of years in business and number of years providing Cultural Competency Training specifically. Vendors are to submit advanced education credentials, relevant work experience, demonstrated outcomes, independent research and publishing in the subject areas addressed by this RFP. This information is to be submitted in Section V, Part IV of this Proposal.

**4.9**     **FACILITIES:** Knox County Schools will provide all facilities for the training.

**4.10**   **METHODOLOGY:** Proposer is to describe, in detail, their proposed approach to providing services including excerpts and/or examples of course content and materials to be used, description(s) of recommended content proposed including objectives, research base, and training scripts.

Proposer is also to include samples of modules and/or curriculum used in past projects that are similar in scope to the proposed training. This information is to be provided in Section V, Part III of this Proposal. The initial training is to be done in-person and on site. Remote training (of any type) will **not be acceptable**. A 'train the trainer' approach will **not be considered** for the initial training.

**4.11**   **TRAINING DELIVERABLES:** The successful Proposer **must** offer professional development training designed to achieve the objectives outlined in this Request for Proposals and support increased organizational capacity to sustain application of learning and implementation of tools and strategies over time. The proposed program must be designed to enhance the skills and/or abilities of employees in Cultural Competency as related to the classroom and school environment to reduce disparities in discipline and support and enhance student academic performance as detailed in this RFP. The Proposer is to provide a pre- and post-assessment with participants to evaluate the acquisition of knowledge and skills as a result of the trainings.

**4.12 TRAINING SCHEDULE:** KCS training to be provided as follows:

**4.12.1** Each training schedule must be coordinated with and approved by Knox County Schools. The training dates designated by Knox County Schools are as follows:

January 5, 2018  
February 19, 2018  
April 2, 2018  
August 1-3, 2018  
August 6-7, 2018  
November 6, 2018  
January 7, 2019  
February 18, 2019  
April 22, 2019  
May 24, 2019

**4.12.2** Staff will train in groups of approximately 60–70 staff members;

**4.12.3** Approximately 5-7 groups per day will train at the assigned training locations;

**4.12.4** The following groups will receive full day training: Instructional Staff (Teachers, Educational Assistants, Instructional Coaches), Student Support Services Staff, Administrators (School Administrators, School Secretaries, Other Student Support, Central Office and other Staff) and School Security Officer Staff. School Security Officer Staff will attend training with their current assigned schools;

**4.12.5** Classified Staff are to attend a 1/2 day of training as assigned.

**4.13 TRAINING DETAILS:** At a minimum, designed content must provide details on the following:

**4.13.1** Learning objectives and outcomes and a description as to how they will be met;

**4.13.2** Target audience and strategies for reaching the participants;

**4.13.3** Course descriptions and a detailed overview of the approach and methodology;

**4.13.4** Course outlines and detailed descriptions of the recommended content;

**4.13.5** Learning activities and descriptions of activities and methodologies;

**4.13.6** Books and materials and/or any additional tools used in training;

**4.13.7** Application and sustainability of learning and how to build internal organizational capacity for ongoing support and training;

**4.13.8** Itemized budget of all costs.

**4.14 TRAINING OBJECTIVES:** At a minimum the designed course content and delivery is to have the following objectives:

**4.14.1** Provide a clear and broad understanding of diversity and equity, including but not limited to race, ethnicity, culture, economic status, religion, age, gender, gender identity, sexual orientation and disability;

**4.14.2** Engage participants in examining personal values, implicit biases and how both influence behaviors and interactions;

**4.14.3** Provide in-service training that exposes all KCS personnel to information about the causes and consequences of implicit bias;

**4.14.4** Promote awareness and sensitivity to diversity and equity attitudes and practices particularly as they pertain to leadership, classroom environment and community involvement;

**4.14.4** Teach strategies for supporting and promoting diversity, cultural responsiveness, and equity in the classroom, school climate and community.

**4.15 TRAINING RESULTS:** At a minimum, the training is to help to achieve the following results:

**4.15.1** Participants will know that culture, and the lenses through which we see others across lines of difference, impact our perceptions and behaviors. In order to influence students' academic achievement educators must confront their own attitudes, values, and implicit biases that influence students, as well as foster a classroom environment where students can identify and explore their own identity, strengths, and values;

- 4.15.2 Participants will learn to recognize implicit/subconscious bias and how it affects the disciplining of students;
- 4.15.3 Participants will be able to identify connections between a culturally inclusive learning environment and strategic district priorities;
- 4.15.4 Participants will be able to articulate the impact and explicitly state the role that diversity (their own and that of their students) plays in the classroom;
- 4.15.5 Participants will be able to practice conversations about the impact of race/ethnicity on academic success in order to develop competency in facilitating conversations about the cultural aspects of their classroom;
- 4.15.6 Participants will think about and plan how to use the knowledge gained to positively impact a broader definition of student success;
- 4.15.7 Participants will be able to sustain conversations that will foster a culturally responsive and inclusive learning and work environment.

4.16 **VISION STATEMENT:** In accordance with the adopted Disparities in Educational Outcomes Task Force Report and recommendations, KCS is committed to revising discipline policies and practices to one that “pulls kids in” rather than pushes them out by incorporating restorative justice practices, Positive Behavior Intervention Supports (PBIS), and alternatives to suspension. Additionally, KCS is committed to enhancing educators’ capacity for culturally relevant pedagogy, supporting more effective school cultures that reflect the belief that all students can and will succeed with the support of caring and effective educators.

## **SECTION V REQUEST FOR PROPOSAL FORMAT**

**PROPOSAL INFORMATION:** The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the Proposers. Knox County reserves the right to reject any Proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of Proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and six (6) exact copies as well as an electronic copy on CD/DVD, flash drive, etc. Page numbers should be placed on bottom center of pages.

### **PART I LETTER AUTHORIZING THIS PROPOSAL:**

This must be signed by an authorized person who can legally bind the company.

### **PART II VENDOR INFORMATION:**

- Vendor Name
- Address, Telephone Number, Fax Number
- Contact Person, Direct E-mail address and Phone Number of Contact Person
- Knox County Vendor Number
- Knox County Business License (If Applicable)
- Taxpayer Identification Number (EIN)
- Provide a statement as to whether or not you will accept payment via credit card (VISA),
- Acknowledgement of Addenda (if applicable)

### **PART III APPROACH TO SCOPE OF WORK:**

- Provide description(s) and detailed recommendations of content to be used including objectives, research base, and training scripts for Cultural Competency topics;
- Outline your proposed course's content and approach to providing training(s). Provide excerpts and samples of content to be used in providing training. Detail the differences in format, length, substance and style of training for different subgroups of employees;
- Provide samples of modules/curriculum used in the proposed training and provide any specific information to be presented to specific subgroups of employees;
- In narrative form, describe how your proposed content utilizes the training objectives outlined in Section 4.14 to accomplish the goals set forth in Section 4.15.

### **PART IV EXPERIENCE:**

- Give a historical overview of your company including number of years in business, number of years providing Cultural Competency Training, number of total employees and number of certified trainers;
- Provide a description of the research and/or knowledge base that is to serve as the foundation for your proposed training plan;
- List names of key personnel and include biographies including certifications, accomplishments and number of years providing services. Outline, in detail, key personnel's expected involvement with the services to be provided;
- List any independent research, advanced education credentials, relevant work experience, demonstrated outcome and/or publishing from your company in regards to diversity, equity, inclusion, power and privilege;
- Include Attachment A (Reference Check) including three (3) references for whom your company has provided a similar service in the past five (5) years.

**NOTE:** Failure for references to respond completed reference checks may result in a loss of points in the evaluation.

**PART V**

**DELIVERY OF SERVICES:**

- Provide the estimated length of time needed to perform a single training session and give your recommendations for the minimum and maximum number of trainees per session;
- Based on numbers per session and job function, give recommended number of training sessions in order to complete initial training sessions in order to complete core/initial training for all seven thousand eight hundred (7,800) employees. **Be specific for each subgroup of employees to be trained;**
- Describe company's capability to meet outlined criteria including resources, staffing and schedule availability including a reasonable estimation of turnaround time for phone calls and emails;
- Describe what KCS administration's role would be in collaborating with your company to ensure relevance to KCS mission and overall program curriculum content to ensure relevance to KCS mission and overall program curriculum, as well as the sustainability of implementation over time.

**PART VI**

**COST:**

- Detail your cost per employee "to be trained," per the employee subgroups outlined in Section 4.12 for year one (1), year two (2), year three (3), year four (4) and year five (5). **Do not** submit an hourly rate;
- Detail the itemized costs that were used to determine the cost per employee "to be trained," per employee subgroups;
- Make sure to include any additional fees and/or cost(s) such as travel, materials and the pre-/post-assessments. Additional charges not identified **will not be paid**.

**PART VII**

**OTHER INFORMATION:**

Proposers may include under this tab any other information deemed pertinent to this solicitation. Any copies of Licenses and/or Certifications are to be submitted in Part VII.

**PART VIII**

**ATTACHMENTS:**

Attach the completed Insurance Checklist (Attachment B)  
Attach the completed Non-Collusion Affidavit (Attachment C)  
Attach the completed Criminal History Records Check (Attachment D)  
Attach the completed Iran Divestment Act (Attachment E)

**PART IX**

**EXCEPTIONS:**

Proposers 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 RFP in your response.

**Failure to provide any of the above information may result in the provider being disqualified from this process.**

**Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements of this Request for Proposal.**

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
REFERENCE CHECK  
REQUEST FOR PROPOSALS NUMBER #2599**

Proposer \_\_\_\_\_

**Reference #1**

Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person telephone number: \_\_\_\_\_  
Contact Person e-mail: \_\_\_\_\_

**Reference #2**

Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person telephone number: \_\_\_\_\_  
Contact Person e-mail: \_\_\_\_\_

**Reference #3**

Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person telephone number: \_\_\_\_\_  
Contact Person e-mail: \_\_\_\_\_

**\*\*DO NOT LIST KNOX COUNTY GOVERNMENT AS A REFERENCE\*\***



**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
REQUEST FOR PROPOSALS NUMBER #2599**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

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.	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> X </div> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> ANY </div> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> AUTO- SYMBOL (1) </div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> </div>						COMBINE SINGLE LIMIT (Per -Accident)		\$1,000,000	
								BODY INJURY (Per -Person)			
								BODY INJURY (Per-Accident)			
								PROPERTY DAMAGE (Per-Accident)			
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/AG GREGATE	\$ 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 LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$1,000,000
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. NOTICE OF CANCELLATION. NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED \_\_\_\_\_.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW.

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

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

Proposer's Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

ATTACHMENT C  
KNOX COUNTY PROCUREMENT DIVISION  
NON-COLLUSION AFFIDAVIT  
REQUEST FOR PROPOSALS NUMBER #2599

**Non-Collusion Affidavit**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

\_\_\_\_\_

Title

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

**ATTACHMENT D  
KNOX COUNTY PROCUREMENT DIVISION  
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK  
REQUEST FOR PROPOSALS NUMBER #2599**

**AFFIDAVIT OF COMPLIANCE  
WITH  
TENNESSEE CRIMINAL HISTORY RECORDS CHECK  
TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with proposal by proposer)

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 \_\_\_\_\_ 2\_\_\_\_.

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

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

**ATTACHMENT E  
KNOX COUNTY PROCUREMENT DIVISION  
IRAN DIVESTMENT ACT  
REQUEST FOR PROPOSALS NUMBER #2599**

**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 § 12-12106.

Authorizing signature: \_\_\_\_\_  
(Sign in BLUE ink)