

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Web-Based Assessment and Monitoring/ Management Response to Intervention (RTI) Technical Tool** as specified herein. Proposals must be received by **2:00 p.m. on March 6, 2019**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 2784
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Davin, Senior Buyer, at 865.215.5769. Questions may be faxed to 865.215.5778 or Emailed to christina.davin@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business 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 (those not equal to specifications) unless authorized by the Request for Proposals.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. Knox County 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 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

Lori Holmann, Business Outreach Coordinator
Knox County Procurement
Telephone: 865.215.5757
Fax: 865.215.5778
Email: lori.holmann@knoxcounty.org

- 1.7 **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 closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.8 **COOPERATIVE PURCHASING:** Proposers must indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Indicate any additional delivery charges or minimum orders for purchases by other entities as applicable.
- 1.9 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and five (5) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format.**
- 1.10 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the proposal being considered non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Facsimile submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 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 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, "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 Section 1.1 of this document.

- 1.13 **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Purchasing Division will enact the following procedures in regards to solicitations and weather delays.
- 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 weather issues shall be at the sole discretion of the Purchasing Director.
 - Knox County shall 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 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.16 **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.
- 1.17 **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.

- 1.18 POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box.**
- Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.22 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:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper.
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on February 18, 2019**. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the Terms and Conditions stated in the proposal document.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TERM AGREEMENT:** If this proposal results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.
- 1.27 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "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. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.28 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

- 1.29 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than one (1) hour prior to the proposal closing time.
- 1.30 **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:** Vendor 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 Vendor'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 subcontractor and its employees must submit to a criminal history records check, at vendor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 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 dispute which arises hereunder.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County.
- Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this RFP response, 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 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) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 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, and right of 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 and warehoused.
- 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, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, 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 at risk of debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at anytime. 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, solicitation 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 upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective proposers the general type, character and quality of a web-based application to provide benchmark assessment, progress monitoring assessment and a data management system to be used in a Response to Intervention (RTI) Program in which struggling students are identified, interventions are initiated, and the effects of the interventions are assessed
- 3.2 ACCEPTANCE:** Vendors 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 OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- 3.5 AWARD LENGTH:** This solicitation may result in a one (1) year Contract with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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.
- 3.6 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.
- 3.7 COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities.
- The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 CONTRACT EXECUTION: The award of this proposal may result in a Contract and/or Software Agreement between Knox County and the successful Vendor(s). The Contract and/or Software Agreement may be voted on by the Knox County Board of Education and must receive a majority vote. The successful Vendor(s) may be required to be present at the Knox County Board of Education and County Commission meetings to answer questions relating to the product to be provided and/or service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s).

Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 CONTACT PERSONNEL: Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the Vendor shall formally introduce the new contact(s) to Knox County personnel. Any newly assigned contacts must possess a prior knowledge of the County's account to avoid an interruption of service.

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

3.11.1 Provide competent supervision;

3.11.2 Provide competent personnel;

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

3.12 DESTINATION AND DELIVERY: Proposers must include all destination and delivery charges in their price. There will be no additional hidden charges.

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

- | | |
|--|-----------|
| • Proposed Methodology, Approach, and Timeline | 25 points |
| • Experience, Capabilities, and Qualifications | 25 points |
| • Technical Specifications | 20 points |
| • Proposed Cost | 15 points |
| • Partnership Strength | 10 points |
| • References | 5 points |

3.14 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 Vendor(s). 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.

3.15 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab IX of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.16 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.

3.17 IDENTIFICATION: Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County or the Knox County Schools.

3.18 INSURANCE: The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have their insurance agent sign the attachment and submit it with the proposal.

Upon the Notification of Intent to Award, any successful Vendor(s) will be required to submit a Certificate of Insurance (COI) including any corresponding Endorsement Page(s) with the specified coverage and listing Knox County as an Additional Insured. It shall be the successful Vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 INVOICE DETAIL: Knox County requires that invoices show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.19.1 Summary page listing the total charges for the services rendered for the month;

3.19.2 An itemized list of charges reflecting pricing as per Contract.

3.20 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures. This information and procedures shall be provided to the contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a breakdown for each service provided and shall list the contracted unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for the Knox County Schools to:

3.20.1 Knox County Schools
Attention: Ms. Paula Sarver
801 Tipton Avenue, Room 103
Knoxville, Tennessee 37920
Inquiries: 865-579-8264 ext. 50205

3.21 INVOICE REVIEW: Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in the termination of the Contract with that particular Contractor.

3.22 MINIMUM QUALIFICATION EXPECTATIONS:

3.22.1 Respondent must address all submittal requirements as defined under Section V.

3.22.3 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.

3.22.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed sub-contractors or sub-consultants with a permanent office in Knox County. A Knox County business license is not required of any Respondent or proposed sub-contractor or sub-consultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.23 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.24 **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.

3.25 **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 Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.26 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.

3.27 **PAYMENT SCHEDULE:** Knox County will use progress billing. A percentage of twenty-five percent (25%) will be paid incrementally as the Knox County School System is presented with proof that the designated number of deliverables has been collected.

Collection periods shall not exceed twelve (12) weeks. Deliverables are to be reported to the Knox County School System within thirty (30) days of the end of each collection period. The remaining payment of twenty-five percent (25%) will be paid after the full collection period ends and results are delivered, analyzed, and accepted by Knox County's School System.

Payment Schedule:

1. 25% of Contract Price upon Contract Execution;
2. 25% of Contract Price upon Implementation;
3. 25% of Contract Price upon Initial System Acceptance;
4. 25% of Contract Price upon Final Acceptance.

3.28 **PRICING:** The proposer(s) warrants that the unit price stated 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 first contract period, 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 contractor may:

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

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

- 3.29 PROPOSAL EVALUATION:** In evaluation of submitted 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 the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.30 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.31 PROPOSER INTERVIEWS/PRESENTATIONS:** Knox County reserves the right to request proposers to demonstrate their capabilities from those displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and feature of the proposed services and to ask questions regarding aspect of the same.
- A tentative date of Tuesday, March 26, 2019 has been set aside for proposer presentations. Administrative Staff from Knox County Schools will be in attendance. The time and location will be announced at a later date. Neither Knox County nor KCS will be billed for any costs associated with providing a demonstration.
- 3.32 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or any resulting Contract.
- 3.33 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.34 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this Contract. Services will be utilized on an as needed basis.
- 3.35 REFERENCES:** Vendor must provide with their submittal three (3) relevant references of similar sized or larger K-12 (60,849 students) school districts completed in the last three (3) years. References submitted are to be accompanied with current contact information including name, email address and phone number. Failure for references to respond to inquiries may result in a deduction of possible points.
- 3.36 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this solicitation and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox 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 acceptable or that another proposal was deemed more advantageous to Knox County for the particular products and/or services proposed.
- 3.37 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.
- 3.38 SAFETY:** Vendor 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, vehicles, appurtenances 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.
- 3.39 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **February 18, 2019 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF SERVICES

4.1 SCOPE OF WORK: Knox County Schools is seeking Proposals for a Web-Based Assessment Monitoring/Management Response to Instruction and Intervention Technical Tool hereafter referred as (RTI). The RFP will be based on the following current information:

- The Tennessee Department of Education has developed a Response to Instruction and Intervention (RTI) initiative for all students enrolled in Kindergarten through Grade Twelve, based on the belief that all students should have every opportunity to be successful.
- The Tennessee State Board of Education and Special Education Guidelines and Standards regarding Evaluations for Specific Learning Disabilities (SLD) uses the Response to Instruction and Intervention (RTI) Framework for eligibility.
- This requires all districts and schools to use (RTI) to determine eligibility of students to receive Special Education services in the category of Specific Learning Disability.
- RTI is a path to providing instructional opportunity to any student struggling to succeed and should not be viewed as a path to special education eligibility.
- Further information on KCS is available at its website at <http://www.knoxschools.org>.

4.2 BACKGROUND INFORMATION: Knox County Schools is a diverse school system serving approximately 60,849 students in rural, urban and suburban communities. The district includes fifty-one (51) elementary schools, sixteen (16) middle schools, fifteen (15) high schools and ten (10) special schools for a total of ninety-two (92) schools. Total enrollment approximations are:

<u>Student Enrollment</u>		<u>Staff Numbers</u>	
Pre-K	1,555	Classroom Teachers	4,201
Elementary School (K-5)	27,219	Principals/Assistants	267
Middle Schools (6-8)	13,949	Other Certified	623
High Schools (9-12)	18,126	Support Staff	2,914
TOTAL Number of Students	<u>60,849</u>	TOTAL Number of Staff	<u>8,005</u>
Total Number Students with Disabilities	7,787 (12.8%)		
Free and Reduced Lunch	21,434 (35.2%)		

4.3 CONTRACTOR RESPONSIBILITIES: For all below Contractor requirements in your proposal submittal, identify those items that would require development. Submit a detailed narrative:

GENERAL SPECIFICATIONS

- 4.3.1** The system should provide nationally-normed, skills-based universal screening and progress monitoring assessments that are brief and include the following academic skills: basic reading skills, reading fluency, reading comprehension, math calculation, math problem solving, and written expression based on and compliant with the Tennessee Response to Instruction and Intervention Manual (available online at: https://www.tn.gov/content/dam/tn/education/special-education/rti/rti2_manual.pdf).
- 4.3.2** Provide skill-based progress monitoring that objectively determines a rate of improvement. The results of the monitoring will be used to determine academic growth of individual students and/or eligibility for Special Education Services.
- 4.3.3** Assessments will be conducted for students three (3) times per year.
- 4.3.4** The system must provide required reading skills including early literacy skills (such as phonemic awareness, letter sound association, letter name association) fluency, and comprehension
- 4.3.5** Reading and math assessments must be easily administered on-line with real-time access to data reports. Disaggregated data for district, school, grade, class, and individual student reports need to be concise and easy to read, showing norms at the national with comparisons to district and school levels.
- 4.3.6** The system must have a bank of probes allowing for progress monitoring on a weekly basis for all grade levels without repetition of probes in all subject areas noted in the RFP.
- 4.3.7** The system must provide a minimum of fifteen (15) short monitoring assessments for each skill area, to provide sensitivity data to demonstrate changes for individual students (weekly, biweekly, or monthly) to skill level goals. On-line monitoring reports must include trend lines that specify the rate of improvement.
- 4.3.8** Both Assessment and Monitoring reports must be downloadable to standard formats (i.e. Excel, pdf, Word and etc.) for ease of analysis and transfer.
- 4.3.9** The system screener and progress monitoring should be standardized in measures and scoring based on national norms.

TRAINING FEATURES OF PROPOSED SOLUTION

- 4.3.10** Train-the-trainer training for approximately three-hundred (300) KCS staff members. Recipients of the training will be capable of training KCS teachers and staff members in the use of Contractor's assessment tools, reports, etc.
- 4.3.11** Professional development session should be provided for district and school level personnel to include the use and administration of the assessments, use and interpret reports, and effective implementation practices.
- 4.3.12** Train and assist KCS staff in troubleshooting connectivity or any other technology issue.
- 4.3.13** State if training is to be on-site or online
- 4.3.14** Estimated implementation schedule including software set-up and trainings
- 4.3.15** Detailed outline and/or overview of training methodology
- 4.3.16** Train-the-trainer training must be completed by July 31, 2019.

- 4.4** **EXPERIENCE:** Proposers are to provide their company's experience and qualifications in Web-Based Assessment and Monitoring/Management Response to Instruction and Intervention (RTI) Technical Tool, specifically discussing experience with school districts of similar size. KCS will consider only Proposals for Web-Based Assessment and Monitoring/Management Response to Instruction and Intervention (RTI2) Technical Tool which are currently functioning successfully in other K-12 public school district(s).

- 4.5** **TECHNICAL SPECIFICATIONS:** Proposers must thoroughly address each requirement listed below in detail narrative including any deviations to each specification requirement and submit in Section V Proposal Format, Tab V.

- 4.5.1** The system should have an option for vendor hosting or district hosted. Either proposed system will be considered. Please include all server and software requirements for district hosting.
- 4.5.2** The system should have the capacity to service a district population of 61,000 student grades K-12.
- 4.5.3** The system must have the capacity to handle ninety-five (95) schools with additional growth for new schools.
- 4.5.4** The system must allow for storage of student and staff demographic data. Provide table structure for fields stored.
- 4.5.5** The system must be able to be accessed from Windows OS, MAC OS, and iOS. Please list all versions of operating systems and version of browsers your system will accommodate.
- 4.5.6** The system must have the ability to connect supervisor to groupings of students. Also any group built with staff membership should be able to be associated with any group or individual students across multiple schools. Example an academic coach working with students in multiple schools.
- 4.5.7** The system must update student and staff data daily without any manual intervention. This must be accomplished by Secure File Transfer Protocol (SFTP) uploads or another secure loading process.
- 4.5.8** The system must store all (RTI) probe and progress monitoring information in a database. What database will be proposed?
- 4.5.9** Classroom teacher must only be able to access their students from their teacher login. In order to access any other groups of students, teachers must be included with privileges for that group.
- 4.5.10** The system must have user authentication using Knox County Schools Active Directory.
- 4.5.11** All user names must be defined by Knox County Schools.
- 4.5.12** The system must allow for daily imports of student and staff data from Knox County's Student Information System: ASPEN.
- 4.5.13** The system must allow for a user to export student information by individual or groups of students to a csv or Excel format. Reports only will not suffice.
- 4.5.14** The system must be web based.
- 4.5.15** The vendor must be in full compliance with FERPA, COPPA, and all applicable Federal/State laws about student data privacy and governance.
- 4.5.16** The system must be available 99.9% of the time. Provide evidence of this performance. Please show evidence and describe your data hosting center in detail.
- 4.5.17** The system must have redundancy built into the system should a hosting site fail. Please discuss how this is handled within your hosting environment.
- 4.5.18** Where is your hosting center located? What is security level of the hosting center?
- 4.5.19** The system must provide technical support between the hours of 7:00 a.m. -7:00 p.m. Eastern Time.
- 4.5.20** The system must have a hierarchy of user roles and permissions.
- 4.5.21** The system must define the current software refresh and update schedule anticipate in an annual cycle. Please provide the last three (3) years historical update and refreshes for your system.
- 4.5.22** The system must be SIF compliant.
- 4.5.23** The system must be able to restrict users from updating any imported fields of data in your proposed system.

- 4.5.24 The system should maintain data records for students that become inactive and are no longer enrolled in Knox County in case they were to return to the district and be reactivated.
- 4.5.25 A pricing schedule should be included for startup, annual maintenance and a schedule of fee for any customization needs for Knox County Schools.
- 4.5.26 Please provide a listing of benchmarks as to when payment of services is required.
- 4.5.27 The system must allow an import of student data from the current system of up to five (5) prior year's history for Knox County students so historical data is maintained. Please explain data mapping process from current system to proposed solution.
- 4.5.28 The system must provide raw scores, graphical representation, student's improvement and additional statistical analysis of by students and by student groups. Discuss tools provided for the statistical analysis.
- 4.5.29 The system must provide a scale of performance for Knox County School students normed from the Knox County Schools population.
- 4.5.30 The system must provide a detailed training schedule for training users.
- 4.5.31 The system training should provide an on-line video training site.
- 4.5.31 The system must have alternate data gathering for collecting responses with mobile devices and wireless connections.
- 4.5.32 Does your system store video or audio performance of student's responses?

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer.

Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs. Please submit one (1) marked as original and five (5) exact copies. Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format.

TAB I COVER LETTER:

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

TAB II COMPANY PROFILE:

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Knox County Business License (if applicable)
- Employer Identification Number (EIN)
- Brief History of Organization
- Will you accept E-commerce for payment?
- Will you allow Cooperative Procurement?
- Acknowledgement of the receipt of any Addendum issued

TAB III METHOLDODOLOGY:

Proposers are thoroughly detail the how the features of their proposed solution meet the requirements outlined in Section 4.3. Please address each subsection thoroughly.

- Verifiable evidence-based past performance indicators for the elements of your proposed approach (How do you know that approach will work)?
- Performance metrics and measurement plan to be used for your approach.
- Potential risks associated with the execution of this Contract and how vendor proposes mitigating those risks.
- Specific examples of the requirements shown in the Contractor's Responsibilities in Section 4.3.
- Detailed description of the on-line architecture and methodology proposed to meet the specifications, including any explanations.
- Detailed Timeline for Training and Implementation Plan to begin approximately May 2019 for the 2019-2020 school year.
- Vendor is to provide detailed information regarding the services to be rendered.
- Describe features that will be included within product(s).

TAB IV**EXPERIENCE, CAPABILITIES, AND QUALIFICATIONS**

- Provide a brief overview of your company including number of years in business and number of years designing and/or implementing assessment management tools.
- Provide Qualifications/Experience of the Project Team to be assigned to Knox County.
 - Title
 - Resume
 - Narrative description of the work the project team/member will perform
 - Include all Licenses and/or Certifications for all Project Team members assigned to KCS.
- Document experience in implementing Web-based assessment and Monitoring/ Management Response to Intervention (RTI) Technical Tool for school districts of similar size to KCS.
- How long has your company been selling/supporting the proposed product?
- What percentage of your customer base is K-12?
- Provide Audited Financial Statements for the last two (2) years.

TAB V**TECHNICAL SPECIFICATIONS:**

Proposers are thoroughly detail the how the features of their proposed solution meet the requirements outlined in Section 4.5. Please address each subsection thoroughly

Detail information regarding Training and technical support including average service time, KCS responsibilities in reporting service issues and/or inquiries and service contact information.

TAB VI**PROPOSED COSTS:**

- Provide the proposed cost for a turnkey solution detailed in Section 4.3.
 - Cost for training approximately 300 school level leaders to in turn train staff in individual schools.
 - Start-up/implementation costs
 - Annual life cycle/ maintenance costs
 - Hourly rate for customized services
- Vendor is to present a total cost including any services and/or products. No additional or hidden costs will be paid.
- Any annual maintenance fees shall be listed separately. Cost of yearly maintenance must include all upgrades.
- Proposer must include the methodology used to determine the proposed cost, including an itemized detail of any applicable training costs.
- Include cost of service vendor hosted and/or district hosted.
- Include individual cost per child for the universal screening and progress monitoring instruments as well as a combined price per child for both instruments.
- Include optional costs for additional value-add features/products.

NOTE: This tab shall only be included in the original document and the exact electronic version. Costs are to be submitted under separate cover from the other parts of the vendor's proposal. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

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

TAB VII**PARTNERSHIP STRENGTH:**

Provide a specific description or list of the exceptional value-added features or capabilities beneficial to the district.

TAB VIII**REFERENCES:**

Please attach the provided reference form and provide three (3) references of similarly sized or larger K-12 (60,849 students) school districts for the last three (3) years. Information for each reference must include the following:

- Client name, address, email and current phone number
- Brief description of the project and services provided for the client.
- Time period of the project and size of the Contract.
- Identify any significant variances to their project plan (cost, schedule, etc.) on a separate piece of paper.

TAB IX

EXCEPTIONS:

Please note any and all exceptions taken to any part this Request for Proposals. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB X

OTHER INFORMATION:

Proposers may include any other information deemed pertinent to this solicitation.

TAB XI

ATTACHMENTS:

Insurance Checklist (Attachment A)

Iran Divestment Act (Attachment B)

Non-Collusion Affidavit (Attachment C)

Criminal History Check (Attachment D)

REFERENCES

KNOX COUNTY PROCUREMENT DIVISION REQUEST FOR PROPOSAL #2784

Vendor Name: _____

Vendor shall submit a list of three (3) Contracts of similarly sized or larger School Districts within the last three (3) years. Do not list Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address (required): _____ Fax: _____

Contract start date: _____ Contract end date: _____

Nature of Contract: _____

Dollar Amount: \$ _____ (over life of contract) Students serviced under Contract: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address (required): _____ Fax: _____

Contract start date: _____ Contract end date: _____

Nature of Contract: _____

Dollar Amount: \$ _____ (over life of contract) Students serviced under Contract: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address (required): _____ Fax: _____

Contract start date: _____ Contract end date: _____

Nature of Contract: _____

Dollar Amount: \$ _____ (over life of contract) Students serviced under Contract: _____

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 2784

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

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		
NO	3.	AUTOMOBILE LIABILITY						COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	
			X	ANY AUTO-SYMBOL (1)			BODY INJURY (Per-Person)			
							BODY INJURY (Per-Accident)			
							PROPERTY DAMAGE (Per-Accident)			
YES	4.	COMMERCIAL GENERAL LIABILITY						LIMITS		
				CLAIM MADE		X	OCC	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		LO	GENERAL AGGREGATE	\$ 2,000,000
									PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	\$ 2,000,000
NO	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE		
NO	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		
NO		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						\$		
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. Endorsement Page(s) shall be submitted with each COI as long as the Contract is in effect.

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

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 B
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT
REQUEST FOR PROPOSAL NUMBER 2784**

Vendor Name: _____

By submission of a response to RFP #2784, 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 on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: _____ **Date:** _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
NON-COLLUSION AFFIDAVIT
REQUEST FOR PROPOSAL NUMBER 2784

Vendor Name: _____

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

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: _____