

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Information Technology Monitoring Services** as specified herein. Proposals must be received by **2:00 p.m.** on **April 3, 2019**. Late proposals will neither be considered nor returned.

**Proposal Number 2797  
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 Heather Whitehead, Senior Buyer, at 865.215.5751. Questions may be faxed to 865.215.5778 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:** 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, schedule 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](mailto: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](mailto:lori.holmann@knoxcounty.org)

- 1.7 CONFLICT OF INTEREST:** Vendors must have read and comply 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](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 four (4) 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 may 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](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 Section 1.1 of this document.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.16 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing 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 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.
- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** 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.
- 1.20 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for 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.**
- 1.21 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.
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on March 20, 2019**. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 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.
- 1.26 USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://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.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** 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 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.

- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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 or risk debarment by the Knox County Procurement Division.
- 2.21 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.
- 2.22 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 this document is to set forth and convey to prospective proposers the general type, character and quality of Information Technology (IT) Monitoring Services as desired by Knox County and the Knox County Health Department. Award will be based on Best Value. Best Value means more than low cost. It includes the items listed in the evaluation criteria as well as: initial cost, customer service, and other factors detailed herein. It includes service quality, references provided and other factors detailed herein.
- 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:** The length of this Contract will be four (4) years with the option to renew upon mutual consent of both parties. The term agreement may be renewed for an additional six (6) years, three (3) years at a time, for a possible total of ten (10) 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 between Knox County and the successful Vendor(s). The Contract may require Knox County Commission approval. The successful Vendor(s) may be required to be present at the County Commission meeting(s) to answer questions relating to the 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 one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable 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 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

<b>Methodology</b>	<b>35 Points</b>
<b>Qualifications and Experience</b>	<b>35 Points</b>
<b>Cost</b>	<b>25 Points</b>
	<ul style="list-style-type: none"><li>▪ Assessment (5 Points)</li><li>▪ Monthly Service (20 Points)</li></ul>
<b>References</b>	<b>5 Points</b>

**3.13 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.

**3.14 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 offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

**3.15 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.

**3.16 HIPAA/HITECH:** Provider must comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act).

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

**3.18 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.

- 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 Procurement Director or their designee.

- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**3.19 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 its insurance agent sign the attachment and submit it with the proposal.

Upon the Notification of Intent to Award, the successful vendor 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.

**3.20 INVOICE DETAIL:** Knox County is requesting invoices to 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.

**3.20.1** The invoice must show the amount due to the Contractor by Knox County;

**3.20.2** The invoice must show a summary of completed work;

**3.20.3** Invoices are to be original and uniquely pre-numbered;

**3.20.4** Invoices which do not show this information are subject to rejection.

**3.21 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 summary of service(s) provided and shall list the associated 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 Health Department to:

Knox County Health Department  
Attention: Sergio Depres  
140 Dameron Avenue  
Knoxville, TN 37917

**3.22 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 termination.

**3.23 MINIMUM QUALIFICATION EXPECTATIONS:**

**3.23.1** Respondent must address all submittal requirements as defined under Section IV.

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

**3.23.3** 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.



- 3.24 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.
- 3.25 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.
- 3.26 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.
- 3.27 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.
- 3.28 PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of forty-eight (48) 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. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.31 PROPOSER INTERVIEWS:** Knox County 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.
- 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 the 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 solicitation. Services will be utilized on an as needed basis.
- 3.35 REFERENCES:** The vendor must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Do not list Knox County Government or the Knox County Health Department as a reference. References shall be submitted on Attachment A of this RFP.
- 3.36 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 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 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, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.38 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **March 20, 2019 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.39 TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

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

The successful vendor will provide professional managed security monitoring services for Knox County and the Knox County Health Department relying on the AlienVault technology in either an on-premises OSSIM or cloud based USM solution. Services provided must be comprehensive but scalable so that they can be customized to meet the needs of Knox County and the Knox County Health Department. Through a series of both proactive and reactive components, solution must allow for greatly enhanced situational awareness of the security posture of the IT environment. The security service will act as a cornerstone for the enforcement and monitoring of security policies and procedures. The monitoring services should also be able to drive adherence to compliance programs such as HIPAA, HITECH, OMNIBUS and PCI.

KCHD is seeking a vendor who exhibits a proven compliance program and skill set that is in operational use by at least three other public or private medical centers and clinics; preferably similar in project scope and facility size or larger than KCHD. Vendor will be required to assess our current network security compliance level and then provide concise roadmap towards reasonable and appropriate measures that meet regulatory compliance standards. It is KCHD's intent to enter into a single contract with a vendor for both procurement and ongoing security monitoring services and support.

- 4.1 CURRENT ENVIRONMENT:** Knox County Health Department operates a community based health department in three (3) different physical locations in metropolitan area of Knoxville TN. Core services include, Vital Records, Community health and wellness programs, Clinical Health, Environmental Health, Emergency Preparedness, and Epidemiology. KCHD has an employee base of two hundred and sixty (260) employees.

**Our Mission:** To encourage, promote and assure the development of an active, healthy community through innovative public health practices

**Core Values:**

- Responsiveness and commitment to our community
- Accountability and integrity in our operation
- Excellence through evidence-based and innovative practices
- Leading by example

**Strategic Issues:**

- How do we continually assure that Knox County Health Department infrastructure empowers us to be at the forefront of Public Health?
- How do we establish community wide understanding and value for Public Health?

- How do we respond effectively to our community's public health issues?
- How do we facilitate a community approach to better health?

KCHD operates on the wide area network (WAN) of Knox County Government but has a separate firewall and subnet. Outlying branch clinics are routed to the Main Health Department via Switched Ethernet connections. The County's network is a switched 100 MB Ethernet LAN. KCHD has a total of nine communication closets connected via fiber. No direct access to any of the County's LAN is allowed from the Internet or elsewhere except as approved through the County's Virtual Private Network.

The following list of Technology is used to support the KCHD operations environment:

- Approximately 360 computers and a maximum of 500 overall devices connected to the network.
- Fourteen (14) Microsoft Windows 2012R2 Servers currently running OSSEC Agents:
  - Domain Controllers, Print Server, MS SQL and SharePoint servers, Patterson Eaglesoft Dental Server, Secure FTP Server, Web Server, File Server, ePHI File Server, Open-Text Right Fax Server, and QS1 Pharmacy Server.
- Hosted connections: KCHD connects to various software systems hosted at other locations. They include - Knoxville/Knox County KGIS (Trusted Server Relationship) over Citrix, ARC-Info/ARC-View over Citrix, Health Space Environmental Health System, Greenway Intergy Electronic Health Record (EHR) Citrix based, and East Tennessee Health Information Network (ETHIN).
- LAN WIRELESS Access Points: 19 AP
- ROUTER/FW: 1
- LAN Switches: 30
- Switched Ethernet Routers: 4
- Not very high WAN bandwidth utilization

**4.2 DELIVERABLES:** Key deliverables to be provided by the vendor include, but are not limited to the following:

- Summary and reports in structured and visualized data formats.
- Email alerts
- Real-time alerts
- Managed Security Service Dashboard
- Change Management/Ticketing Systems access

**4.3 GUIDELINES FOR SERVICES TO PROVIDE:** The successful proposer will be responsible for providing :

**4.3.1** Assessment and Provisioning to include the architecture design or the solution and the installation, configuration and tuning of the solution.

**4.3.2** Monitoring and Alerting

- The Vendor's security must provide a daily review of events by monitoring the dashboard components.
- Must include monitoring the environment for significant security events and immediately alerting Knox County of such events.

**4.3.3** Log Analysis and Storage

- To provide logging analysis and storage of logs using vendors logging solution. Logs will be stored at Knox County or in the cloud.

**4.3.4** Vulnerability Scanning Management

- To provide on-demand scanning services for Knox County as defined below in scoping assumptions.
- Scanning can be done by the vendor or by Knox County via secure portal. Schedule and specific scope of the scanning are defined below in scoping assumptions.

**4.3.5** Scoping Assumptions including, but not limited to:

- Daily operations from 8AM-5PM Monday through Friday with 24/7 security monitoring,
- Vulnerability scanning, reporting, and logging 24 hours a day. Managed security services monitoring solution shall include; asset discovery, threat detection, forensic file level monitoring, behavior monitoring, and event filtering and event correlation.
- Custom activity reports delivered (weekly, monthly, quarterly) detailing alerts and other network activity of interest.

**4.4 SERVICE LEVEL AGREEMENT:** The following service level agreements shall apply to the security monitoring services:

**4.4.1** A secure Operations Center available that will maintain communications to the Internet 99.9% of the time during a calendar year.

- 4.4.2 KCHD to receive a response (in the manner pre-selected in writing by KCHD, either through the help desk ticketing system, email or telephonically) to security incidents within one (1) hour (during normal business hours) and within one (1) hour from the start of each business day for incidents occurring during off hours.
- 4.4.3 KCHD to request a change request for modifications to the monitored environment in the following timeframes based on requests received by KCHD:
- Adding devices that require agents within a seventy-two (72) hour window.
  - Feature configurations within ten (10) business days
  - In case of custom plug-ins (add on) available for your product, KCHD would request a separate quote to be included as part of the RFP or SLA.

4.5 **REQUIREMENTS:** Consultant principles must be HIPAA/HITECH certified meeting the requirements for Omnibus Rule. Vendor will be required to sign appropriate confidentiality statements and sign a reciprocating HIPAA Business Associate (BA) Agreement. Resumes of employees responsible for onsite and remote monitoring work related to NVA should be included. They may be required to sign appropriate confidentiality statement. Compliance must meet or exceed NIST-Information Technology standards.

4.6 **SOFTWARE:** Vendor may submit a percentage discount for software related to IT Monitoring as described in the Scope of Services. A percentage discount on software offerings is not a requirement and will not be used for evaluation purposes.

## 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.

**PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.**

### **TAB I PROPOSER INFORMATION**

Company Name, Address, and Telephone/Fax numbers  
Primary Contact Person's Name, Email Address and Telephone Number(s)  
Proposers Vendor Number as assigned by Knox County  
Tennessee Secretary of State Control Number  
State of Tennessee Certificate of Authority (if entity is located outside of Tennessee)  
Employer Identification Number (EIN)  
Will you allow Cooperative Purchasing as detailed in Section 1.8?  
Will you accept Electronic Commerce Cards as payments as detailed in Section 1.16?

### **TAB II SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**

Letter must be signed by the principal of the company. Please sign the original in blue ink.

### **TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)**

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

### **TAB IV METHODOLOGY (35 POINTS)**

Address each of the requirements outlined in Section IV. Specifically:

- Describe the assessment process of KCHD's current network security compliance level and identify the timeframe for completing the assessment.
- Describe the format and timeframe in which a plan of action will be delivered.
- Describe the comprehensiveness of the solution. In narrative format, describe how the solution will serve as the cornerstone for the monitoring and enforcement of security policies and procedures.
- Describe the technology on which the solution will rely and identify whether the solution will be based on-premises (OSSIM) or cloud based.
- Describe the scalability of the solution and the potential for customization.
- Detail the solution's proactive and reactive elements, outlining how each will serve to enhance the security posture of KCHD.
- Describe how the solution drives adherence to compliance programs such as HIPAA, HITECH, OMNIBUS and PCI. Describe the solution's compliance with and potential for expansion on the system guidelines and requirements of the Knox County Health Department, Knox County Information Systems to meet or exceed NIST-Information Technology standards.

### **TAB V QUALIFICATIONS AND EXPERIENCE (35 POINTS)**

Please provide a thorough description of the firm, including an overview of the organization's financial stability and market penetration. Identify the number of years that the firm has been in business. Thoroughly detail the firm's technical competence. Outline firm's policy toward HIPAA/HITECH compliance. Provide a comprehensive overview of the project team, identifying each person who will work to service the Contract. Provide the following information about each person listed: (a) title; (b) a complete description of the type of work the individual will perform; and (c) a resume that includes any current certifications/licenses held by that person. Describe the firm's experience in reference to three (3) similar projects.

KCHD is seeking a vendor who exhibits a proven compliance program and skill set that is in operational use by at least three other public or private medical centers and clinics; preferably similar in project scope and facility size or larger than KCHD.

### **TAB VI PROPOSED COST (25 POINTS)**

- Provide an inclusive price for the initial assessment.
- Provide an inclusive, fixed monthly price for services detail in Section IV.
- Clearly identify any financial responsibilities that are to be assumed by Knox County and/or the Knox County Health Department that are not included in the monthly fixed price, if applicable.

**NOTE: Tab VI shall only be included in the original document and the exact electronic version.**  
**This tab is 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.**

**TAB VII      OTHER INFORMATION**

If applicable, describe additional support offered by type of service, to include any available managed services and any training and education service offerings and provide itemized pricing for any support services offered. If available, please include information regarding a percentage mark-up for software offerings in this section.

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

**TAB VIII      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 IX        ATTACHMENTS**

References (Attachment A)  
Insurance Checklist (Attachment B)  
Iran Divestment Act (Attachment C)  
Knox County Business Tax License for Organization (if applicable)  
Knox County Business Tax License(s) for sub-contractor(s) (if applicable)

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

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
REFERENCES  
REQUEST FOR PROPOSALS NUMBER 2797**

**Vendor Name:** \_\_\_\_\_

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least one year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use the Knox County Health Department or Knox County as a reference.

Name of Firm: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Nature of Contract: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Dollar amount: \$ \_\_\_\_\_ (over life of contract)  
Contract start date: \_\_\_\_\_ Contract end date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Nature of Contract: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Dollar amount: \$ \_\_\_\_\_ (over life of contract)  
Contract start date: \_\_\_\_\_ Contract end date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Nature of Contract: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Dollar amount: \$ \_\_\_\_\_ (over life of contract)  
Contract start date: \_\_\_\_\_ Contract end date: \_\_\_\_\_

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
REQUEST FOR PROPOSALS NUMBER 2797**

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																																																	
YES	3.	AUTOMOBILE LIABILITY						COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000																																																
		<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">X</td><td style="width: 5%;">ANY AUTO-SYMBOL (1)</td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>						X	ANY AUTO-SYMBOL (1)																																															BODY INJURY (Per-Person)	
X	ANY AUTO-SYMBOL (1)																																																								
								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																																																	
YES	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																																	
NO	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																																																	
YES		MEDICAL MALPRACTICE						\$1,000,000 PER OCCURRENCE/CLAIM																																																	
YES		MEDICAL PROFESSIONAL LIABILITY						\$1,000,000 PER OCCURRENCE/CLAIM																																																	
YES	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 for the duration of the Contract term.

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 C  
KNOX COUNTY PROCUREMENT DIVISION  
IRAN DIVESTMENT ACT  
REQUEST FOR PROPOSALS NUMBER 2797**

By submission of a response to RFP #2797, 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: \_\_\_\_\_