

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Emergency Debris Removal** as specified herein. Proposals must be received by **2:00 p.m. on October 24, 2019**. Late proposals will not be considered nor returned.

Deliver Proposals To:
Request for Proposal Number 2895
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. Questions may be faxed to 865.215.5778. Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/Procurement.
- 1.2 ACCEPTANCE:** Proposers shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) days from the date of the proposal closing.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The award criteria are listed in Section 3.7.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods,
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
diane.woods@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.

- 1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and two (2) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a CD-Rom/flash drive format. Knox County requests this electronic copy version be in one (1) complete file.**
- 1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
- 1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Due to the nature of information requested, all submissions shall be in written format. E-mail and facsimile submission is strictly prohibited.
- 1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." The system provides our clients (Vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, 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.
- 1.12 **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.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 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:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposers' ability.
- 1.20 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for proposals delivered to addresses other than the one listed 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, request that proposals;
- 1.21.1 Be submitted on recycled paper
 - 1.21.2 Not include pages of unnecessary advertising
 - 1.21.3 Be made on both sides of each sheet of paper
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time October 14, 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 proposer acknowledges and accepts the term and conditions stated in the document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Non-discrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, to be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration." Proposers 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 less than twenty-four (24) hours prior to the bid opening time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 **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 disputes, which arise hereunder.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **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 proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 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, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 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) Written 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, right offset-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.
- 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 and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 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, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County 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 convey to prospective proposers the general type and quality of Emergency Debris Removal, during an emergency or disaster, desired by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AWARD LENGTH:** The length of this Contract will be one (1) year 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 total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 COMMISSION APPROVAL:** The Contract must be voted on and approved by the Knox County Commission. The successful proposer may be required to be present at the full Commission meetings to answer questions relating to the services to be performed. Adequate notification will be given by the Knox County Procurement Division if the awarded Contractor will need to attend these meetings. There shall be no cost to Knox County for attendance at these meetings.
- 3.6 CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no proposal will be opened unless the outside of the sealed envelope containing the proposal provides the following information: the Contractor's license number, the date of the license's expiration.

All proposals must be submitted in one envelope; use the attached Bid Envelope Cover.

- 3.7 COOPERATIVE PROCUREMENT:** Proposers must indicate whether or not it is permissible for other governments in Tennessee to purchase these items at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 3.8 DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no additional hidden charges.**
- 3.9 DRUG-FREE WORKPLACE:** If **Contractor** has five (5) or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

Please provide the attached Drug Free Work Place Affidavit in Section 5, Part III

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

Vendor Capabilities	50 Points
Experience/References	30 Points
Cost	20 Points

- 3.11 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. 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.

- 3.12 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with their proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and naming Knox County as additional insured. All sub-contractors must also carry the required insurance coverage and must provide certificates of insurance prior to beginning any work related to this solicitation.
- 3.13 LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-finishing or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.
- 3.14 LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.
- 3.15 LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**
- 3.16 MULTIPLE VENDORS:** Due to the nature of this solicitation, multiple vendors may be selected to provide the emergency debris removal. This is to ensure that in the case of a wide spread emergency, in which multiple areas are affected, the needed resources will be available. The County will utilize the Contractor whose proposal was deemed the Best Value first. If additional contractors are needed, the County will use the next contractor based on Best Value, and so on.
- 3.17 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.
- 3.18 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.19 PERFORMANCE AND PAYMENT BOND:** The awarded vendor may be required to provide both a performance and payment bond, each equal to one hundred percent of the total sum of any projects in excess of \$100,000.00 Bonds must be issued by a company authorized to do business in Tennessee and the bonding company must be listed in: The Federal Register Part II, department of the Treasury, Fiscal Service; Companies Holding certificates of Authority as Acceptable Reinsuring Companies.
- 3.20 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 proposer's price is increased after the first year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:
- 3.20.1 Continue with the existing prices
 - 3.20.2 Request a lower price increase
 - 3.20.3 Not accept the renewal offer

If a price increase is approved by Knox county Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.21 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.22 QUANTITIES:** Knox County does not guarantee any quantities of services will be ordered under this agreement. Services will be ordered on an as-needed basis.
- 3.23 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.
- 3.24 SAFETY AND PROTECTION:** The vendor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the vendor is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.
- Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the department designee.
- The vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.
- Vendor shall be required to furnish their employees with the proper personal protective clothing and equipment. Vendor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.
- 3.25 SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.26 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.
- 3.27 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **October 14, 2019 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.28 TRAFFIC SAFETY:** Traffic flow around the work in progress shall be maintained by the Contractor. All work shall be accomplished with the traffic flow instead of opposing traffic. All traffic control measures shall be in accordance with the requirements of the current edition of the "Manual on Uniform Traffic Control Device" and furnished by the Contractor.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** Knox County Government is seeking to contract with a qualified firm to provide emergency debris removal in case of an emergency or disaster. In case of a largescale regional disaster this contract may be extended to other governmental entities affected by an emergency debris or disaster, subject to approval by FEMA as per section 3.7. Contractor must provide the debris removal per the following:
- The County intends to utilize the services under this contract as a last resort only after the county has exhausted the logistical and operational capabilities of the department(s) and/or partner agencies or if and when the County expects to receive reimbursement for disaster and/or emergency debris removal service.
 - Must provide the proper equipment and personnel for debris removal during an emergency or disaster as directed by the requesting agency
 - Emergency or disaster may be manmade or natural disasters (such as fire, flood, tornado, earthquake, snow event) or a combination thereof
 - Debris may include anything that located where it was not previously located or anything that may be damaged and a threat to public welfare (such as trees, brush, rocks, mud, rubble from buildings, etc.)
 - Debris may include materials from the natural or built environment and their contents
 - Debris may be comprised of materials that pose a danger to public health and safety
 - Must follow all standard safety procedures
 - Must adhere to all Federal, State and Local laws, ordinances and requirements
 - Must follow the direction of the agency in charge
 - All work shall be completed in strict compliance with federal, state, and local financial reimbursement controls for reimbursement applicability
- 4.2 AUTHORIZATION:** Due to strict requirements as set forth in the National Incident Management System (NIMS), Contractors must wait for a request from the agency in charge before arriving on the site. Contractors entering the site without proper authorization may be turned away from the site and will not be paid for the services. This is to ensure that no unauthorized person is present at the site and to ensure that the requesting agency will receive reimbursement by following the proper procedures.
- 4.3 BILLING:** Invoices will be sent to the requesting agency. Detailed invoices are critical to the requesting agency to gain reimbursement.
- 4.4 COSTS:** Knox County is requesting Proposers submit pricing in line item per the specified units in the price sheet attached. Proposers may submit additional line items or multiple unit pricing. Proposers should follow the format in order for the cost component of the RFP to be evaluated in a consistent manner.
- 4.5 DELIVERY OF SERVICES:** Due to the nature of this Contract, Contractors may be required to provide this service 24 hours a day, including weekends and holidays. In cases of emergencies or disasters, roads must be cleared to allow emergency personnel to arrive on scene. In case of a widespread emergency, Contractors may be required to relocate equipment and/or personnel at the direction of the agency in charge. Contractors must be willing to follow the direction of the agency in charge to assure that the objectives are reached.
- This Contract will be utilized when the scope of an event is on a scale as to cause Knox County to exhaust all current available resources including, but not limited to, Engineering and Public Works personnel and current debris hauling contracts.
- 4.6 ELECTRONIC MONITORING:** Proposers may be required to utilize an Electronic Ticketing and Monitoring system for monitoring the operations and cost of hauling of debris. The County may self-perform or contract with a monitoring firm to assist with electronic monitoring system utilizing electronic load ticketing system to record with specificity (e.g., street address, GPS coordinates) where debris is collected and the amount picked up, hauled, reduced, and disposed of. Contractor may be required to work with and share operational information with the County or the monitoring contractor operating at the request of the County to ensure compliance and prevent waste, fraud or abuse.
- 4.7 EMERGENCIES:** For the purposes of this solicitation, an emergency may be local, on the state level or on the federal level. Contractor must be available to assist with emergencies on a local level such as damage caused by localized flooding, tornadoes, etc. Contractor must also be available for larger events affecting the region or state. Pricing for all levels of a disaster must be in compliance with FEMA regulations, even if the event is not declared a federal emergency.

4.8 EMERGENCY CONTACT: The Contractor will be required to provide at least two (2) emergency contact persons. An emergency or disaster can occur at any time, day or night, weekday or weekend. The emergency contacts must be available at all times in case of an emergency. Proposers must include, in Section V, at least two (2) phone numbers, e-mail address and fax number of the emergency contacts. The emergency contact information will only be used during an emergency.

4.9 EXPECTED PERFORMANCE:

4.9.1 Contractor will assist or work with Knox County in updating their debris management plan. If aspects of the disaster debris management plan are not realizable the contractor will work with the County to amend the plan to remove debris in a manner that is in the best financial interest of the county.

If necessary, the successful contractor shall procure, for such a time necessary to commence and complete operations, a staging area or areas sufficient to conduct business as outlined in the proposal.

4.9.2 The contractor may be required to demolish damaged buildings or structures and to remove and dispose of related debris. Such demolition will be assigned on a case-by-case basis at the request of the County.

4.9.3 Demolition tasks will be coordinated with an authorized County representative. Contractor shall be responsible for all permitting and the identification and removal of all hazardous waste, including, but not limited to, lead-based paint, asbestos, refrigerant/Freon, oil, gasoline, fuels, etc.

4.9.4 Contractor shall provide a separate price for each structure demolition as approved by either the local authorities or FEMA, depending on the scope of the event.

4.9.5 The Contractor will only be allowed to mechanically load hauling vehicles and utilize hydraulic heavy equipment, trucks, and various loaders as the working area permits unless the contractor can justify, in writing, why non-mechanical loading will be impractical, safer, or in the best interest of the County. The Contractor must supply traffic control, chainsaws, and personnel with protective equipment necessary to accomplish effective debris removal.

4.9.6 Emergency road clearing on right of ways (ROW) must be performed on a time and material basis only as authorized by Knox County, or any participating agency. The initial clearing, or push, must follow FEMA regulations and cost must be listed accordingly. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the County.

4.9.7 The Contractor shall provide all necessary security and supervision/oversight for all operations.

4.9.8 The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.

4.9.9 The Contractor must have on staff, or hire if needed, a hazardous materials specialists. Contractor shall supervise the specialists to make sure the handling and disposal of all hazardous material is performed in accordance with all federal, state and local laws, regulations and ordinances.

4.9.10 Contractor must provide or utilize serialized debris load tickets. The debris load tickets must account for the measurement and accumulation of the volume of debris removed, delivered to and processed at the reduction and/or disposal site(s). Knox County will have a representative at each location verifying each truck load. The load tickets must be signed off on by a representative of the County, or any using agency. The debris load tickets must include, at a minimum, the following:

- Date and client
- Preprinted number
- Hauler's name
- Truck number
- Truck hauling capacity
- Actual load – as percentage of full as determined by Knox County representative
- Actual load amount in billable cubic yards or tons
- Debris classification as vegetative, mixed, other (describe)

- Point of origin for debris and time loaded
- Disposal (TDSR) location and time dumped

4.9.11 As per Section 4.11, Contractor will grind or incinerate debris at the direction of Knox County. All grinding and incineration operations must be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325, dated April 1999 or the latest edition, and with the requirements of the state.

4.9.12 All fuel, oil or chemical spills caused by the Contractor's operation will be mitigated and cleaned up at the Contractor's expense and at no additional cost to the County. The Contractor will be required to report all spills to the County immediately following discovery. A written report must be given to the County no later than seven (7) business days after the initial report and must include the following:

- Description of the material spilled
- Determination as to whether the or not the amount spilled is EPA/state reportable
- When and to whom it was reported
- Exact time and location of spill
- Cause of incident
- Injuries or property damage
- Containment procedures initiated
- Description of cleanup procedures

4.9.13 In the case of a major emergency or where disasters debris removal is reimbursable as part of a disaster declaration the County may require the contractor perform work in the public rights of way or on private property.

4.9.14 Applicants that contract for debris removal may allow the contractor to take possession of the recoverable debris materials. This type of agreement must take into account the salvage value, and the applicant should negotiate a credit to reflect this value with the terms of the Contract. The sale of the recoverable disaster debris materials should offset the cost of the contracted services.

4.10 EXPERIENCE/REFERENCES: Proposer's must be knowledgeable of all FEMA requirements and have dealt with FEMA in previous disasters. Vendors are required to provide details of at least two (2) major events in which they were involved, including, but not limited to, the size and scope of the event, services provided, examples of dealings with FEMA, references from government entities involved, and any other information related to the events that is relevant to this solicitation.

Proposers must also complete the attached reference check form to accompany the description of the events listed above. All contact information is to be current. Failure to provide the attached reference check will be considered during the evaluation process and may be just cause for deeming the proposal non-responsive.

4.11 REMOVAL/PROCESSING/TRANSFER OF DEBRIS: The services performed under this Contract shall consist of the Contractor clearing and removing any and all eligible debris for Knox County by a process including:

- Examination of debris to be hauled
- Segregating
- Loading and hauling to Temporary Debris Staging and Reduction (TDSR) Sites
- Final haul to designated landfill or other approved disposal method as approved by the County and allowable by Local, State and Federal laws, ordinances and regulations
- In order to reduce the number of loads hauled from a TDSR to final haul site, Knox County requests that the Contractor utilize a grinder to grind as much debris as possible.
- The County may also request that the Contractor utilize incineration to reduce the amount of debris hauled
- Hazardous wastes must be handled according to all federal, state and local laws, ordinances and regulations
- Recycling of any and all disaster debris shall be performed where required and pricing will be provided to document whether or not diversion or recycling would be in the best financial interest of the County.

4.12 VENDOR CAPABILITIES: Proposer **must** include with their response a list of all equipment and personnel that will be available under this Contract. Equipment should be listed by type (e.g. dump trucks, earth movers, etc. should all be listed together in the response.) Proposers should also list personnel along with their qualifications (e.g., resumes, training, certifications, and experience). Proposers shall also detail, in narrative form, any other capabilities relative to the performance of this solicitation.

SECTION V REQUEST FOR PROPOSAL FORMAT

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

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and two (2) exact copies as well as electronic copy on CD/DVD, flash drive, etc.
- Page numbers should be placed on bottom center of pages.

PART I VENDOR INFORMATION

- Vendor Name, Address, Knox County Vendor Number, Telephone Number, Fax Number, Contact Person, E-mail address of Contract Person, Knox County Business License, Taxpayer Identification Number (EIN)

PART II LETTER AUTHORIZING THIS PROPOSAL

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

PART III COMPANY INFORMATION

- Please provide emergency contact as per Section 4.8
- Insurance Checklist
- Iran Divestment Act Affidavit
- Non-collusion Affidavit
- Drug Free Workplace Affidavit
- Copies of Licenses/Certificates
- Provide a statement as to whether or not you will allow cooperative Procurement
- Provide a statement as to whether or not you will accept payment via credit card (VISA)
- Acknowledgement of Addenda

PART IV VENDOR CAPABILITIES:

- Detail your capabilities as per Section 4.12

PART V DELIVERY OF SERVICES

- Please detail, as per Section IV, your plan to provide debris removal services as detailed in this proposal.
- Include any additional information about your plan to deliver services that goes beyond the requirements listed in this RFP.

PART VI EXPERIENCE/REFERENCES:

- Detail experience and references as per Section 4.10.

PART VII ELECTRONIC MONITORING SYSTEM:

- Proposers are to provide an overview of their electronic monitoring system. Proposers may, at the determination of the County, be required to demonstrate their electronic monitoring system during the evaluation process.

PART VIII COSTS:

- Proposers must submit their costs as per Section 4.4.

PART IX LITIGATION / ARBITRATION:

- Please detail all litigation/arbitration and the resultant outcomes for the past five (5) years.

PART X OTHER INFORMATION

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

PART XI EXCEPTIONS

- Proposers are to include any and all exceptions taken to this solicitation under this tab. Do not mark through or otherwise alter the language of this RFP in your response.

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

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

Debris Removal Cost Worksheet

Proposer _____

Category	Description	Unit	Proposed Cost
Vegetative Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	
Management and Reduction	Grinding and Chipping Vegetative Debris	Cubic Yard	
Management and Reduction	Air Curtain Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	
Management and Reduction	Open Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	
Management and Reduction	Compacting Vegetative Debris	Cubic Yard	
Management and Reduction	Preparation, Management, and segregating materials from recovery at DMS	Cubic Yard	
C&D Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	
Final Disposal	0-15 Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	16-30 Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	31-60 Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	60+ Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	Single Cost from DMS to Final Disposal -Any Distance	Cubic Yard	
Final Disposal	Tipping Fee (vegetative)	Cubic Yard	
Final Disposal	Tipping Fee (Mix)	Cubic Yard	
Final Disposal	Tipping Fee (C&D)	Cubic Yard	

Category	Description	Unit	Proposed Cost
Tree Operations	Hazardous Trees 6"- 12" trunk diameter	Tree	
Tree Operations	Hazardous Trees 13"- 24" trunk diameter	Tree	
Tree Operations	Hazardous Trees 25"- 36" trunk diameter	Tree	
Tree Operations	Hazardous Trees 37"- 48" trunk diameter	Tree	
Tree Operations	Hazardous Trees 49"+ trunk diameter	Tree	
Tree Operations	Trees with Hazardous Limbs Hanging Removal >2"	Tree	
Tree Operations	Hazardous Stump Removal >24" up to 36"	Stump	
Tree Operations	Hazardous Stump Removal >37" up to 48"	Stump	
Tree Operations	Hazardous Stump Removal 49"+	Stump	
Tree Operations	Stump Fill Dirt for Filling Stump Holes	Cubic Yard	
Specialty Removal	Debris Removal from Waterways (canals, rivers, creeks, streams, & ditches)	Cubic Yard	
Specialty Removal	Soil & Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	Cubic Yard	
Specialty Removal	Vehicle Removal (if applicable/allowed)	Unit	
Specialty Removal	Vessel Removal from Land (if applicable/allowed)	Unit	
Specialty Removal	Vessel Removal on Water (if applicable/allowed)	Unit	
Specialty Removal	Carcass Removal (animal remains that would decompose, fleshy matter)	pound	
Specialty Removal	White Goods in ROW	Unit	
Specialty Removal	Freon Management and Recycling	Unit	
Specialty Removal	Demolition of Private Structure	Cubic Yard	
Specialty Removal	Electronic Waste (TVs, computers, monitors, CRTs, laptops, household entertainment systems)	Pound/Unit	
Specialty Removal	Silt Removal	Unit	
Specialty Removal	Putrescent Removal (debris that will decompose or rot similar to animals and organic flesh matter)	Pound	
Specialty Removal	Bio-waste (waste capable of causing infection to humans like animal waste, blood, pathological wastes)	Pound	
Specialty Removal	HHW Removal and Disposal	Pound	
Specialty Removal	Snow Removal (Facilities)	Unit	
Specialty Removal	Snow Removal ROW	Unit	

Category	Description	Unit	Proposed Cost
Restoration	Beach/Lake/Berm Restoration	Cubic Yard	
Restoration	Canal or Shoreline Restoration	Unit	
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			

Cost of Performance and Payment Bond if required by Knox County: \$ _____ per thousand

Acronyms

ROW = Right of Way

DMS = Debris Management Site

HHW = Household Hazardous Waste

Proposers shall submit a list of three (3) projects, two (2) of which must be FEMA related incidents, of similar size which occurred within the last five (5) years. 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 e-mail 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.

Reference #1

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date: _____ Contract end date: _____

Reference #2

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date: _____ Contract end date: _____

Reference #3

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date: _____ Contract end date: _____

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 2895**

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 <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 50px; text-align: center;">X</td><td style="width: 150px;">ANY AUTO-SYMBOL (1)</td><td style="width: 50px;"></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)																	<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per-Accident)</td><td style="text-align: center;">\$1,000,000</td></tr> <tr> <td>BODY INJURY (Per-Person)</td><td></td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td></td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td></td></tr> </table>	COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	BODY INJURY (Per-Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)											
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PROPERTY DAMAGE (Per-Accident)																																							
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 50px;"></td><td style="width: 150px;">CLAIM MADE</td><td style="width: 50px; text-align: center;">X</td><td style="width: 50px;">OCCUR</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>		CLAIM MADE	X	OCCUR																					<table border="1" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td><td style="text-align: center;">\$ 1,000,000</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td style="text-align: center;">\$ 100,000</td></tr> <tr> <td>MED EXP (Per person)</td><td style="text-align: center;">\$ 5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td style="text-align: center;">\$ 1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td style="text-align: center;">\$ 2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td><td style="text-align: center;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																																						
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																				
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																				
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																				
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																				
YES	9.	UMBRELLA LIABILITY COVERAGE	\$5,000,000																																				
		PROFESSIONAL LIABILITY																																					
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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.
23. Certificate of Insurance shall show the Request for Qualification number and title.
24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Provider named below has advised the Provider of required coverage not provided through this Agency.

Agency Name: _____ Authorizing Signature: _____

Provider's Statement and Certification: If awarded the contract, I will comply with the contract insurance requirements.

Provider Name: _____ Authorizing Signature: _____

REQUEST FOR PROPOSALS NUMBER 2895

IRAN DIVESTMENT ACT

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:_____
(Sign in BLUE ink)

Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, the firm that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Title

My Commission expires _____

AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with 5 or more employees)

I, _____, president or other principal Officer of
_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid 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, § 50-9-113.

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: _____