

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Expanded Mental Health** as specified herein. Proposals must be received by **2:00 p.m.** on **August 24, 2022**. Late proposals will be neither considered nor returned.

Deliver Proposals To:
Proposal Number 3297
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865-215-5767. Questions may be emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, 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, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.8 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.

1.9 COPIES: Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. **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. Email and 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, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 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 August 5, 2022**. 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 opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. 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:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a Criminal History Records Check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. See Attachment B.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any dispute which arises hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposer must submit Attachment C with their response.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest 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.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.20 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.21 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of 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.
- 2.23 TERMINATION:** County may terminate this agreement with or without cause at anytime upon thirty (30) calendar days written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, 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, size and quality of Expanded Mental Health services desired by Knox County and Knox County Schools. 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:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of products or services that are provided. Acceptance requires a specific action *in writing* by Knox County so stating.

3.3 **AWARD STATUS:** Knox County intends to issue a one (1) year award with an option to renew upon consent of both Knox County and the awarded Contractor. This term bid agreement may be renewed for an additional four (4) years, one (1) year at a time for a possible total of five (5) years. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the successful proposer(s).

3.4 **CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes 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 Parks and Recreation and/or provide improved service.

3.5 **DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the County department. **There will be no extra hidden charges.**

3.6 **EVALUATION CRITERIA:** The proposal will be evaluated using the following criteria:

Qualifications/Experience	45 Points
Approach to Scope of Work and Evaluation	35 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.7 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. 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 a 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 which is in the best interest of Knox County.

3.8 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.9 **INCLUSION:** Inclusion of Vendor's proposal form or provision of samples when requested does not necessarily constitute an offer to buy.

3.10 **INTERPRETATION:** No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

- 3.11 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment (D) 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 and naming Knox County as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County at all times.
- 3.12 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.
- 3.13 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Purchasing Division representative listed herein, concerning this Invitation for Proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.14 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of proposals or unless the County fails to accept within sixty (60) business days after the date fixed for opening the Request for Proposals.
- 3.15 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposals promotes competitive solicitations. It shall be the vendor's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposals. Such notification must be submitted in writing and must be received by the Procurement Division no later than **August 5, 2022 @ 4:30 p.m.**
- 3.16 OPEN 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 and Knox County will comply with all legitimate requests.
- 3.17 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. As the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.18 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 any Knox County Government department or the Knox County Schools as a reference. References shall be submitted on Attachment A of this RFP.
- 3.19 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services.
- 3.20 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **August 5, 2022 @ 4:30 p.m.** Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF SERVICES

Through ESSER funding, KCS is seeking a vendor to provide school-based mental health services and crisis intervention to support the three-tiered framework of mental health support within the district. Research points to measurable gains in academic achievement, declines in suspension and grade retention, and reductions in typical childhood mental illness such as depression and other mental health issues when students have regular access to mental health services as needed. School based mental health professionals also serve a role in helping school districts to create a culture of support within the schools promoting health, competence, growth and inclusion for all students.

- 4.1 SCOPE OF SERVICE:** Successful agencies must have the capacity to establish in-school access to clinical school-based treatment services and be capable of providing mental health services at varying levels of intensity, based on the individualized needs and changing needs of students. KCS will provide a counseling-friendly space within each school for the Vendor's employees. School based mental health services will be available for secondary students, regardless of ability to pay. All financial obligations related to the provision of mental and behavioral health services will be the responsibility of the vendor.
- 4.2 SCOPE OF SERVICES:** School Based Mental and behavioral health services provided to KCS students should be based on the following principles and guidelines:
- Services will be provided and supervised by a local mental health provider agency.
 - Services should be proactive and positive, building on the strengths of the student and families.
 - Family engagement and active family involvement is critical at the initiation and throughout the treatment process.
 - Services will only be provided to students following the receipt of parental consent and/or state law.
 - Service providers should show willingness to build strong alliances collaborating with school administrators, student services staff, teachers (general education and special education) and all other district employees.
 - Services must follow the mandate to be least intrusive, least restrictive and responsive to the individual needs of the child within the school setting and consistent with the school district goals.
 - Scheduling of services shall be provided with consideration given to repeated missed academic time, i.e. services not provided at the same time each week if the student would miss the same academic area.
 - All employees of the agency/provider shall agree to follow all KCS rules, regulations, procedures and Board policies when providing services to KCS students on school property.
 - Providers/agencies will be responsible for billing, paperwork, necessary signatures to begin services, and for release of information with the families and/or students. Providers/agencies will also see all referred students who have no source of payment. Providers should be able to accept TennCare and other insurance plan payment options.
 - Services should be provided during regular school hours and also after hours to accommodate parents' schedules, if appropriate.
 - Students requiring services who are unable to be served in the school-based program should be placed on a waiting list and also referred to other mental health support programs as appropriate.
- 4.3 QUALIFICATIONS:** Each counselor will be at minimum a Master's level counselor. The counselors are an employee of the vendor in regard to liability and malpractice insurance. Each counselor must be trained appropriately to work in the school setting. Experience with developmental psychology, family systems, multiculturalism, psychopharmacology, diagnosis and treatment planning, crisis assessment and intervention, and legal and ethical issues.
- 4.4 SERVICE HOURS:** This counselor is dedicated full time, 37.5 hours/week to this project inclusive of direct time with students and/or their parents/families, home visits when needed, consultations, observations, paperwork and supervision. Hours are established mutually with the district and the agency. Frequency of individual student contacts will be determined by each student's individual needs and clinical assessment.
- 4.5 OVERVIEW OF CONTINUUM OF SERVICES:** Tier 1 services are provided to all students in a school or school district and the school-based clinician may be used for consultation to the school administrative and counseling teams. Students eligible for mental health support services in Tier 2 and Tier 3 services will originate from school counselors, administrators, teachers through the KCS identified referral process. Services should be provided during regular school hours, after-hours and over the summer as needed. All services should be culturally, developmentally and linguistically appropriate to the child and family. Tier 3 crisis behavioral health services should be provided during the school year with a referral process developed for summer programming. All services should be integrated with the overall healthcare needs of the individual student.

- 4.5.1 Tier 1: Vendor will collaborate with KCS staff to provide flexible and responsive ways of meeting the needs of students' functioning, to improve school performance/attendance, and provide mental health support in the general population. Vendor will partner with school-based staff to provide students the support they require to build social and emotional skills including supporting mental health literacy and access.
- 4.5.2 Tier 2 implements targeted interventions for students at-risk of developing mental health issues or students who have demonstrated the need for mental health supports. Services in this tier are individualized to the needs of students identified through a KCS/Vendor generated process. Vendor will provide a full-time mental health counselor in thirty-five (35) secondary schools (12 months).

School based counselors will provide:

- Individual counseling
 - Group counseling sessions and family work as needed
 - Participation in a Whole Child Support team, as appropriate
 - Student support for access to additional mental health supports and/or medication management if required
 - Collaborate and Report to school administration or counselors, as directed by the school's administration team.
- 4.5.3 Tier 3 comprises more intensive, individualized interventions for students experiencing mental health issues. Services in this tier include collaboration between school personnel, mental health providers and families to establish a coordinated system of care that includes crisis response, individual and group counseling and therapy, referral and linkage and re-entry planning and support for students who require additional more intensive services. Students requiring tier 3 supports should be considered for additional school-based assessment and supports.

4.6 CRISIS COUNSELOR: The Vendor will provide a dedicated mental health crisis counselor (10 month) to work district wide. The Crisis Counselor will:

- Provide mental health risk assessments when deemed appropriate because of a student's propensity toward self-harm or aggression toward others.
- Collaborate with school-based counselors and administration in meeting student needs
- Crisis mental health assessment and additional support facilitation
- Work in collaboration with KCS Assessment and Care Team therapist
- Serve as a liaison for students returning to school after a placement in a mental health hospital setting.

4.7 REPORTING:

4.7.1 Vendor

- Establish reporting procedures and tools to ensure that all required data is collected completely and reported in accordance with the terms of the agreement
- Will meet with KCS district staff monthly to provide productivity updates and identify any barriers to effective implementation of the program.
- Provide monthly reports to KCS district staff identifying students on each school's caseload, number on the waiting list per school, and other referrals made within the month.
- Provide will complete an annual report due the last day of the month following the close of the contract year. The annual report will include a summary of all work completed related to the original goals and objectives, a summary of major accomplishments and barriers during the year, a summary report of all outcome measures and other data collected.

4.7.2 Staff Oversight

Vendor will:

- Provide clinical supervision for providers in KCS setting
- Develop record keeping policies in accordance with laws, regulations and best practices for KCS services and train and supervise staff to comply with policies
- Develop confidentiality and privacy policies in compliance with laws and regulations and train and supervise staff to comply with policies.
- Implement a review process for quality assurance
- The vendor is responsible for payment of all tax, benefits, insurance, and supervision of this employee.
- Vendor ensures that the staff member is appropriately screened, fingerprinted, and licensed to provide the agreed upon services in a school setting.

- 4.7.3 Outcome Measures: Annual reports to include the following:
- Satisfaction survey; Vendor will conduct a brief review/survey, of school personnel and families reviewing service implementation and support.

4.8 DATA COLLECTION: Process and outcome data shall be collected based on the 3 tiers of implementation.

- 4.8.1 Tier 1 Procedures used for screening and referral
- Types of interventions or curricula used to implement social emotional learning or positive behavior supports
 - Total number of students screened and referred for Vendor services

- 4.8.2 Tier 2 Data collected
- Number of high-risk students served
 - Types of evidence-based interventions delivered
 - Improvements in social competency
 - Improvements in behavioral and emotional functioning
 - Type and duration of visits. Number of duplicated and unduplicated students served
 - Number of referrals and their outcome (entered services (1-2 contacts); engaged in services (3+ contacts)
 - referred to another provider, number and location of referrals to outside services
 - Percentage of student-body enrolled in services
 - Reduction in suspensions/expulsions of students with serious emotional disturbance or behavioral/mental health challenges Increases in access to care

- 4.8.3 Tier 3 Data Collected
- Number of high-risk students served
 - Types of interventions delivered
 - Improvements in behavioral and emotional functioning
 - Type and duration of visits
 - Number of duplicated and unduplicated students served
 - Number of referrals and their outcome (entered services (1-2 contacts); engaged in services (3 + contacts)
 - referred to another provider number and location of referrals to outside services
 - Days in alternative care placement
 - Percentage of student-body enrolled in services
 - Reduction in suspensions/expulsions of students with serious emotional disturbance or behavioral/mental health challenges

SECTION VI PROPOSAL FORMAT RFP 3297 EXPANDED MENTAL HEALTH

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposals. 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. The County reserve the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. Do not submit spiral bound or glued responses.
- Please submit one (1) marked original and one (1) exact copy.
- Page numbers should be placed on bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a CD or Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the CD/Flash drive.**

TAB I PROPOSER INFORMATION

Company Name,
Address,
Knox County Vendor Number,
Primary Contact Person,
Primary Contact Person Telephone Number,
Primary Contact Person Email,
Copy of Knox County Business License (if applicable),
Federal Tax Identification number (EIN)

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 QUALIFICATONS/EXPERIENCE

- Provide a detailed, but concise, narrative of the company's experience in providing school-based counselors.
- Provide a detailed, but concise, narrative of the company's experience in providing mobile crisis workers
- Provide resumes of employees that will be directly assigned to the Knox County account.
- Provide detailed qualifications as per the requirements of Section 4.3 for employees performing these services
- Provide references using the attached Reference Check form.

TAB IV APPROACH TO SCOPE AND EVALUATION

Provide a detailed, but concise, narrative for how you will meet the requirements per Section IV:

- Scope of Services
- Service Hours
- Overview of Continuum of Services
- Reporting
- Data Collection

TAB V COST

Proposers shall provide a detailed cost sheet of the project. Costs must be submitted on the attached Cost Sheet. Failure to include the Cost Sheet will be considered in the evaluation process and may be just cause to deem your proposal non-responsive.

TAB VI EXCEPTIONS

Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VII

ACKNOWLEDGEMENT OF ADDENDUM

Acknowledge receipt of any addenda issued under this section.

TAB VIII

OTHER INFORMATION

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

TAB IX

ATTACHMENTS

- References
- Criminal History Records Check Affidavit
- Iran Divestment Act/No Boycott of Israel
- Insurance Checklist

Note: Failure to include requested information may result in the proposer being disqualified.

**COST SHEET
RFP 3297
EXPANDED MENTAL HEALTH**

Company Name: _____

It is the intent of the County and Knox County Schools to provide the below pricing list in order to fairly and objectively evaluate the cost of the Expanded Mental Health services. The County is requesting a cost per year per employee to provide the services. Cost shall be inclusive of all functions required to provide the service including, but no limited to, reporting, data collection, travel, materials, etc.

Failure to provide this cost sheet in your response will be considered during the evaluation process and may be just cause to deem your submittal non-responsive.

Cost per year per school-based counselor to perform all requirements stated herein:

\$_____ per year

Cost per year per mobile crisis worker to perform all requirements stated herein:

\$_____ per year

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3297**

Company Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during 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 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 any Knox County Government department or Knox County Schools as a reference.

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

**ATTACHMENT B
AFFIDAVIT OF COMPLIANCE**

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, § 49-5-413

(To be submitted with proposer by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated § 49-5-413, in effect at the time of this proposer submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**ATTACHEMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL**

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

Authorizing Signature:

_____ (sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

_____ (sign in blue ink)

Title: _____ Date: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3297

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																		
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																		
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																		
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></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>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)											COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)						
<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																				
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">OCCUR</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> <td style="width: 100px;">POLICY</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">PROJECT</td> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> <td style="width: 100px;">LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR				<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input type="checkbox"/>	LOC							LIMITS 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
CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																			
<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input type="checkbox"/>	LOC																
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																		
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																		
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																		
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																		
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																		
		PROFESSIONAL LIABILITY																			
NO	10.	<input type="checkbox"/> ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO		<input type="checkbox"/> ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																		
YES		<input type="checkbox"/> MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																		
YES		<input type="checkbox"/> MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																		
NO	13.	MOTOR CARGO INSURANCE																			
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																		
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																		
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																		
NO	17.	DISHONESTY BOND	\$																		
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																		
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																		

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSALDER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

PROPOSER NAME: _____ AUTHORIZING SIGNATURE: _____

**EXHIBIT A
FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3297**

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act

Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension

A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.

(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.