

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Emergency Medical (EMS) Consultant Services** as requested by Knox County. Proposals must be received by **2:00 p.m. on December 1, 2022**. Late proposals will neither be considered nor returned.

**DELIVER PROPOSALS TO:**

**Proposal Number 3340  
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 & 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 or emailed to [jay.garrison@knoxcounty.org](mailto: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 bids may be obtained on the internet at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement).
- 1.2 **ACCEPTANCE:** Proposers shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).
- 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. Award will be made in accordance with the evaluation criteria specified herein. **Knox County reserves the right to not award this proposal.**
- 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, CPPB  
Administrator of Business Outreach  
Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto: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:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

**1.9 COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

**1.10 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.

**1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

**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](http://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 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.

**1.15 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. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

**1.16 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.

**1.17 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

**1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.

**1.19 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. 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 or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Late proposals will not be opened or considered.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

**1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- 1.20.1 Be submitted on recycled paper
- 1.20.2 Not include pages of unnecessary advertising

**1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **November 16, 2022 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

**1.22 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.

**1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

**1.24 TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

**1.25 USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

**1.26 VENDOR 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.

**1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

**1.28 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; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient form.
- 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 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.

**2.16 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, which 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, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

**2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

**2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

**2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

**2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

**2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, 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.

**2.22 TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

**2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** Knox County Government (County) intends to contract with a qualified Emergency Medical Services (EMS) third party consultant to complete a study of the current pre-hospital emergency medical services within the County and its municipalities. The consultant shall also assist the County by developing a Request for Proposal (RFP) for Emergency Medical Services. The consultant shall recommend a slate of subject matter experts to serve as evaluators for the Emergency Medical Services RFP. The consultant shall also provide consultation throughout the contract negotiation process. The County is seeking a professional consulting firm experienced in EMS and public safety to accomplish this study and services. County staff will be available to facilitate meetings for the consultant to conduct the study.
- 3.2 ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.3 AWARD STATUS:** Knox County intends to issue a one-time award. The contract will expire upon completion of the project. Knox County reserves the right to purchase these items/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.
- 3.4 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.5 COMMUNICATIONS WITH OUTSIDE ENTITIES:** The consultant shall have no contact with Emergency Medical Services providers or public relations firms from the date of release of this Request for Proposals through the award of a Contract with the selected EMS provider. Except that such communication with the existing EMS providers may be necessary in order to fulfill the requirements of this Request for Proposals and the resulting Contract.
- 3.6 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.7 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.
- 3.8 CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful proposer(s). The Knox County Procurement Division will draft this Contract and no vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal. A "sample" contract is attached.
- 3.9 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Qualifications and Experience	40 Points
Approach to Operations Assessment	40 Points
Pricing	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.

- 3.10 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including that 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 a qualified 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 part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

- 3.11 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. **Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**
- 3.12 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.13 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of the 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.
- 3.14 NEGOTIATIONS:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a service and cost standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.
- 3.15 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.
- 3.16 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.
- 3.17 OFFER WITHDRAWAL:** No solicitation 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 solicitations or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the Request for Proposals.
- 3.18 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 **November 16, 2022 @ 4:30 p.m.**

**3.19 ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted either in-person or virtually through video conferencing. A schedule of presentations/interviews will be determined after the closing of the RFP. At that time, it will be determined whether the presentations/interviews will be in-person or virtual.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. The Selection Committee may revise evaluations based on additional information received.

**3.20 OWNERSHIP OF DOCUMENTS:** Any reports, specifications, electronic files or other documents prepared by the successful proposer shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by Knox County. The successful proposer shall not claim proprietary rights to any documents, files or other work papers created under this solicitation.

**3.21 PRE-PROPOSAL CONFERENCE:** There will be a virtual pre-proposal conference on **Thursday, November 10, 2022**. This will be conducted through Microsoft Teams. The pre-proposal conference will begin promptly at 10:00 a.m. local time. Interested firms are encouraged to attend this meeting and ask questions if necessary. All vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing through an addendum to the RFP issued by the Procurement Division.

Interested proposers must email Jay Garrison at [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org) to receive a link to the virtual pre-proposal conference. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance.

**3.22 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

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

**3.24 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.

**3.25 REFERENCES:** Submit a list of three (3) references with which you have performed this type of service within the past five (5) years. Show the name of the agency or institution, person to contact, their current telephone number, current fax number, current e-mail address and the nature and size of the contract. Do not list any Knox County or City of Knoxville Departments as a reference.

**3.26 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

**3.27 RELEASE OF RECORDS:** To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a notice of Intent to Award is sent to the successful proposer. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate Knox County staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

**3.28 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **November 16, 2022 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.



## SECTION IV SPECIFICATIONS

**4.1 OVERVIEW:** Knox County Government oversees EMS and ambulance services for the County. The current 911 center dispatched ambulance services provider is American Medical Response, Inc. (AMR). Knox County has an EMS Ordinance (Ordinance #O-8-10-101.)

**4.2 BACKGROUND:** Knox County is a Home Rule Charter form of Government. Knox County Emergency Medical Services information can be found in Chapter 22, Article III of the Charter. Knox County encompasses approximately 526 square miles of urban and rural landscapes. There are an estimated 478,000 residents.

Overview of Knox County and the EMS System:

4.2.1 There is one 911 center

4.2.2 There are currently 6 ambulance service providers:

American Medical Response (AMR)

Amerimed Ambulance

Lifeguard Ambulance Service

LifeLine Ambulance Service

Priority Ambulance Service

Saber Medical Transport

\*Also includes East TN Children's Hospital (LifeLine) and The University of TN LifeStar

4.2.3 There are currently 5 first responder organizations:

Karns Fire Department

Knoxville Fire Department

Knox County Rescue Squad

Rural Metro Fire

Seymour Volunteer Fire Department

4.2.4 There are seven (7) major medical hospitals, one is a level one trauma center, and one is a comprehensive children's hospital.

East Tennessee Children's Hospital

Fort Sanders Regional Medical Center

North Knoxville Medical Center

Parkwest Medical Center

Physicians Regional Medical Center

Turkey Creek Medical Center

University of Tennessee Medical Center

4.2.5 The current EMS contract is an exclusive E-911 emergency service contract with fully staffed and equipped ALS ambulances.

4.2.6 The EMS System received over 66,000 calls in 2021

4.2.7 Non-emergency service is provided by the six ambulance companies, one of which is the current Contractor.

**4.3 OBJECTIVES:** The County is seeking a consultant to conduct a comprehensive, thorough, and objective study of its emergency medical services program. And upon results of this study, the consultant shall develop, evaluate, and recommend award of an RFP for emergency medical services. The consultant shall propose and use industry recognized research methodologies to accomplish this scope of work. At a minimum the consultant will provide:

4.3.1 An operational, administrative and financial capability analysis of the providers in the system;

4.3.2 Assess and identify opportunities for multiple agencies/municipalities collaborating to provide service;

4.3.3 Define at least three options to improve service and enhance program sustainability;

4.3.4 Have a minimum of three (3) references for similar EMS Assessment's performed;

4.3.5 Quantify the costs, governance, and other features of the various options, and;

4.3.6 Assist the Procurement Division in retaining a qualified provider through the public procurement process, including but not limited to, the development of an RFP document for emergency medical services,

4.3.7 Recommendation of a slate of subject matter experts to serve as evaluators for the Emergency Medical Services RFP

4.3.8 Consultation throughout the contract negotiation process.

**4.4 SCOPE OF SERVICES:** The Contractor will provide EMS Consultant Services including, but not limited to, the following specific tasks:

4.4.1 Operations Assessment: The existing operations will be assessed to determine strengths and opportunities for improvement both immediate and future. Methodology for assessment shall include but not be limited to:

4.4.1.1 On-site assessment

4.4.1.2 Interviews of County, Department Leadership, EMS/First Responder staff, and other stakeholders as defined by the County

4.4.1.3 Clinical care

4.4.1.4 Operational performance

4.4.1.5 Financial analysis

4.4.1.6 Legal issues

4.4.1.7 Community issues

4.4.1.8 System structure

4.4.1.9 Benchmark data

4.4.2 Request for Proposal Development: Based on the assessment and data collected, assist the County in developing a Request for Proposal (RFP) for emergency medical services including evaluation criteria on which to base an award.

4.4.3 RFP Evaluation Committee Recommendations: Provide a slate of subject matter experts to serve as evaluators of the Emergency Medical Services RFP. The County will have final approval of the evaluation committee members. Each committee member will be required to sign a Non-Conflict of Interest form. All members of the evaluation committee, including the slate of subject matter experts, shall remain confidential until the contract for Emergency Medical Services is officially awarded. There shall be no charge to the County by the selected experts for serving on the Evaluation Committee.

4.4.4 Consultation: Provide consultation on an as-needed basis during the contract negotiation process with the selected EMS provider.

**4.5 COUNTY RESPONSIBILITIES:** The County will provide the following assistance to the consultant:

4.5.1 Provide a primary point of contact with whom to work with throughout the process of selecting and EMS provider.

4.5.2 Contact and access information to the County's current emergency medical services providers and organization;

4.5.3 Dispatch and other relevant operational information;

4.5.4 Clarification and assistance to achieve the objectives of the project; and

4.5.5 Provide substantive information, as needed, for the study.

**4.6 MINIMUM QUALIFICATIONS AND EXPERIENCE:** Proposers must indicate in Section V, Proposal Format, that the following minimum qualifications are met:

The consultant must have experience as a consultant in the field of emergency medical services. Respondents who subcontract with individuals or organizations with expertise in the field of emergency medical services for the performance of the assessment will not be accepted for review.

If a company that responds to this RFP also provides Emergency Medical Services (Ambulance Services) and is awarded a contract through this process, they will not be allowed to submit a response to the County's RFP for Emergency Medical Services.

**Through its response to the RFP, the consultant shall demonstrate:**

4.6.1 Objective system review and design experience in similar sized communities;

4.6.2 Diversity of experience and recommendations (e.g., must have developed multiple customized solutions for communities and recommended different type business structures and types of providers such as fire, private, volunteer, not-for profit, etc. rather than recommending a single consultant preferred design or provider type);

4.6.3 Body of work clearly demonstrates both innovation and high levels of client acceptance (implemented recommendations);

4.6.5 Body of work demonstrates sustainability and that consultant solutions have performed well over time;

- 4.6.6 Significant previous leadership role managing fire, private or governmentally operated ambulance service, and/or not for profit ambulance/EMS services;
- 4.6.7 Leadership in national professional associations related to EMS/fire/ambulance service;
- 4.6.8 Contributions to the profession's knowledge base as evidenced by published articles in multiple professional journals and/or books on EMS systems/leadership;
- 4.6.9 Professional liability insurance and general liability with minimum coverage as noted in the attached insurance checklist and COI sample; and
- 4.6.10 At least 10 years of experience as a full-time professional consultant in the emergency services field, with RFP development and contract negotiation experience.

**4.7** **TIMELINE:** Proposers shall provide both a brief narrative describing the anticipated timeline for project completion (including a written total number of calendar days) as well as a chart showing the timeline in Section V, Tab V. The timeline shall start upon the Contractor receiving a written notice to proceed.

**SECTION V PROPOSAL FORMAT REQUEST FOR PROPOSALS 3340  
EMERGENCY MEDICAL SERVICES (EMS) CONSULTANT SERVICES**

**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. The County reserve the right to amend the Request for Proposal 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.
- Page numbers should be placed on bottom center of pages.
- Please submit one (1) marked original and one (1) exact copy.
- 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 SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**

**TAB II PROPOSER INFORMATION**

Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), Federal Tax Identification number (EIN), statement as to whether or not you will accept payment via credit card, acknowledgement of addenda.

**TAB III TABLE OF CONTENTS**

**TAB IV QUALIFICATIONS AND EXPERIENCE**

**Proposers are to provide a detailed, but concise, narrative addressing their qualifications and experience.**

- Detail experience as a consultant in the field of emergency medical services. Respondents who subcontract with individuals or organizations with expertise in the field of emergency medical services for the performance of the assessment will not be accepted for review.
- Objective system review and design experience in similar sized communities;
- Diversity of experience and recommendations (e.g., must have developed multiple customized solutions for communities and recommended different type business structures and types of providers such as fire, private, volunteer, not-for profit, etc. rather than recommending a single consultant preferred design or provider type);
- Body of work clearly demonstrates both innovation and high levels of client acceptance (implemented recommendations);
- Body of work demonstrates sustainability and that consultant solutions have performed well over time;
- Significant previous leadership role managing fire, private or governmentally operated ambulance service, and/or not for profit ambulance/EMS services;
- Leadership in national professional associations related to EMS/fire/ambulance service;
- Contributions to the profession's knowledge base as evidenced by published articles in multiple professional journals and/or books on EMS systems/leadership;
- At least 10 years of experience as a full-time professional consultant in the emergency services field, with RFP development and contract negotiation experience.

**TAB V APPROACH TO OPERATIONS ASSESSMENT**

**Proposers are to provide a detailed, but concise, narrative describing how the following will be accomplished:**

**OBJECTIVES:**

- An operational, administrative and financial capability analysis of the providers in the system;
- Assess and identify opportunities for multiple agencies/municipalities collaborating to provide service;
- Define at least three options to improve service and enhance program sustainability;
- Must have a minimum of three (3) references for similar EMS Assessment's performed;
- Quantify the costs, governance, and other features of the various options;

- Assist the Procurement Division in retaining a qualified provider through the public procurement process, including but not limited to, the development of an RFP document for emergency medical services;

**SCOPE OF SERVICES:**

- Operations Assessment:
  - On-site assessment
  - Interviews of County, Department Leadership, EMS/First Responder staff, and other stakeholders as defined by the County
  - Clinical care
  - Operational performance
  - Financial analysis
  - Legal issues
  - Community issues
  - System structure
  - Benchmark data.
- Request for Proposal Development:
- RFP Evaluation Committee Recommendations:
- Consultation:

**TAB VI**

**PRICING**

- **Cost Sheet:** Attachment A. Proposers must submit the attached cost sheet with their response. Failure to include pricing on the attached cost sheet will be considered during the evaluation process and may cause to deem your proposal non-responsive.
- **Travel:** Reimbursement for travel will be based on the Internal Revenue Service published rates for the dates of travel.
- **Detailed Cost Breakdown:** Proposers must also include a separate detailed breakdown of the costs including, but not limited to, number of hours to complete each requirement and hourly rates (if applicable), travel per employee per day, cost of printed materials, etc.

**TAB VII**

**AFFIDAVITS**

Iran Divestment Act/No Boycott of Israel: Attachment C  
 Non-Collusion Affidavit: Attachment D

**TAB VIII**

**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

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

**ATTACHMENT A  
PRICING  
RFP 3340  
EMS CONSULTANT SERVICES**

Company Name: \_\_\_\_\_

Cost of Operations Assessment: \$ \_\_\_\_\_

Cost of RFP Development and Evaluation Committee Recommendation: \$ \_\_\_\_\_

---

---

Total Project Cost: \$ \_\_\_\_\_

Proposers are to supply, on a separate form, a pricing schedule of billable hours for additional consulting services throughout the contract negotiation process. Please state the title of each principal and/or agent, along with the hourly rate, that will provide these services.

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
REFERENCES  
REQUEST FOR PROPOSALS NUMBER 3340**

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

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. Reference 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 as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

**ATTACHMENT 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  
NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer 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 Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

(Title) \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Signature)

My commission expires \_\_\_\_\_

**Knox County Government**

**and**

**(Contractor Name)**

**This Contract**, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

**Whereas**, the County requested proposals for Emergency Medical (EMS) Consultant Services for Knox County Government (Request for Proposals #3340) and;

**Whereas**, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

**Whereas**, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals' specifications and the Contractor's proposal and response.

**Now, therefore** in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

**Witnesseth:**

**1. Terms of this Contract.** This Contract commences on the 1st day of January 2023 and ends upon project completion.

**2. Payment.** The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Emergency Medical (EMS) Consultant Services per the Contractor's response to Request for Proposals #3340; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

**3. Invoicing and reporting requirements.** Contractor shall invoice the County for Emergency Medical (EMS) Consultant Services pursuant to Request for Proposals #3340.

TBD

**4. Termination.** The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

**Should the Contractor** fail to provide the Emergency Medical (EMS) Consultant Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

**5. Appropriations.** In the event no funds are appropriated by the County for the Emergency Medical (EMS) Consultant Services in any fiscal year or insufficient funds exist to provide the 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.

**6. Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

- 7. Compliance with all federal, state, and municipal 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 the Emergency Medical (EMS) Consultant Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 8. Severability clause.** 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.
- 9. Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.
- 10. This Contract** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient form.
- 11. Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.
- 12. Nondiscrimination and non-conflict statements.** 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 Contract, or in the employment practices of Contractor. 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.
- 13. Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, 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 Contract.
- 14. Contractor** shall indemnify, defend, save and hold harmless, 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 Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.
- 15. Delivery.** Contractor shall render the Emergency Medical (EMS) Consultant Services for the County in accordance with Request for Proposals #3340.
- 16. Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid 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.
- 17. Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages
- 18. Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:
- A. Request for Proposals #3340
  - B. Contractor's Response to Request for Proposals #3340

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

**KNOX COUNTY GOVERNMENT**

\_\_\_\_\_  
MAYOR – Signature

**GLENN JACOBS**  
MAYOR

Date: \_\_\_\_\_

**KNOX COUNTY LAW DIRECTOR'S OFFICE**

CONTRACT NO. \_\_\_\_\_  
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**VENDOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
VENDOR – Printed Name

(CONTRACTOR NAME)  
\_\_\_\_\_  
COMPANY NAME (VENDOR)

Date: \_\_\_\_\_