

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Surveying Services** as specified herein. Proposals must be received by **2:00 p.m. on August 29, 2023**. Late proposals will neither be considered nor returned.

**Deliver Proposal To:**

**Proposal Number 3449  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to [ben.sharbel@knoxcounty.org](mailto:ben.sharbel@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of one hundred twenty (120) calendar days from the date of the proposal closing.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format in Section V.
- 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, who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who 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, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [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 regards 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 complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.9 **COPIES:** Knox County **requires** that all proposals be submitted with one (1) **marked original** and three (3) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a flash drive.
- 1.10 **DECLARATIVE STATEMENT:** 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 their proposal being non-responsive and disqualified.
- 1.11 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform, Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.12 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be "free on board" to the County department.**
- 1.13 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted proposals. Facsimile submission is strictly prohibited.
- 1.14 **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.
- 1.15 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from 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). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County purchasing card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions. Proposers that are not able to accept the credit card will not be considered for this term contract.

- 1.18 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.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than the address listed on Page 1.

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

- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for 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 **August 18, 2023 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Non-discrimination 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.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://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 proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

- 1.28 **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 **CRIMINAL HISTORY CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform 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. Proposers must submit Exhibit C, Affidavit of Compliance with Tennessee Criminal History Records Check.
- 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; 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 forum.

- 2.10 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.
- 2.11 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, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Exhibit B Iran Divestment Act/ No Boycott of Israel.
- 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 bidder and each person signing on behalf of any bidder 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 bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Exhibit B Iran Divestment Act/ No 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 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, 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 Proposal (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, right of offset, 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.
- 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 their signed bid or proposal that they are 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:** Knox County may terminate this agreement with or without cause at any time. 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. 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 contract with qualified and licensed land surveyors or firms to perform surveying services on an as-needed-basis for Knox County. Knox County may award to more than one vendor. Award will be based on Best Value. Best value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand.
- 3.4 **AWARD STATUS:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the awarded firm and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Should Knox County desire not to renew, no reason needs to be given. 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.
- 3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County may 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.
- 3.6 **COMMISSION APPROVAL:** The Contract must be voted on and approved by the Knox County Commission. The successful proposer(s) may be required to be present at the full Commission meetings to answer questions relating to the services to be performed. Adequate notification will be given by the Knox County Purchasing Division if the awarded Contractor will need to attend these meetings. There shall be no cost to Knox County for attendance at these meetings.

- 3.7 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.8 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 or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.9 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.
- 3.10 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:
- |                             |           |
|-----------------------------|-----------|
| Experience & Qualifications | 40 Points |
| Pricing                     | 40 Points |
| Capabilities & Resources    | 20 Points |
- 3.11 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions 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, Part VII of the submittal.
- 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.
- 3.13 INSURANCE:** The successful proposer(s) must carry the insurance as indicated on the Insurance Attachment, Exhibit A. As proof of the vendor's willingness to obtain and maintain the insurance, the proposer must complete, sign and have its insurance agent sign the attachment and submit it with their proposal. Upon receipt of the Notification of Intent to Award, the successful proposer will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.14 NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until 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 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 Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.18 PRICING:** The Contractor warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the contract period. After the first contract year (and each subsequent year thereafter), the Contractor(s) written request for a price increase must be given to Knox County to consider. Such a request shall include at a minimum, (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered during the renewal period(s). If the price increase is rejected, the Contractor may:
- Continue with the existing prices
  - Request a lower price increase
  - Not accept the renewal offer

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

- 3.19 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 Knox County. All material submitted becomes the property of Knox County.
- 3.20 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.21 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the contract.
- 3.22 PROPOSAL 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 proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made 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 that is in the best interest of Knox County.
- 3.23 QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.
- 3.24 QUOTATIONS:** The successful Contractor(s) may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimates shall include but not be limited to the cost of; labor, material, detailed description of the scope of work, and inspection services. Quotation shall remain firm for thirty days from receipt by Knox County. All estimate and quotation preparation shall be provided at no cost or obligation. Estimates shall be based upon the resulting contract prices.



- 3.25 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.
- 3.26 REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued association under this contract is inconsistent with the interest of Knox County.
- 3.27 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **August 18, 2023 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.28 THIRD PARTY CONTRACTORS:** All third-party contractors that may be used for providing services must be listed in the proposal. Contractors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third-party Contractors.

## **SECTION IV SPECIFICATIONS**

- 4.1 SCOPE OF SERVICES:** All proposals must be made on the basis of and either meet or exceed the required surveying services described herein. The surveyor or firm shall be responsible for performing the tasks on an "as needed" basis. When a departmental need for surveying services arises, the department, or Procurement, may solicit quotes from the successful Contractors. Among the factors to be considered in the quotes are: price, completion date, and previous experience. A department need not obtain more than one quote. Respondents to this Request for Proposal should have extensive experience, a knowledgeable background, and qualifications in the following areas:
- 4.1.1** Routine professional consulting services as requested. The surveyor shall provide routine professional consulting.
  - 4.1.2** Small lot and tract boundary surveys as requested. The surveyor shall conduct routine boundary surveys, including research required and monument placement as required, for tracts up to 100 acres in size.
  - 4.1.3** Detail surveying as requested. Surveyor shall show topography, utilities, right of ways, easements, etc.
  - 4.1.4** Right-of-ways as requested. Surveyor shall show right of ways in relationship to roads and other designated parcels of land.
  - 4.1.5** Easements as requested. Surveyor shall show easements in relationship to roads and other designated parcels of land.
  - 4.1.6** Construction site surveying as requested. The surveyor shall provide construction site surveys (lay-out). The surveying activity is for the purposes of easement locations, elevation determinations, proposed structure locations, centerlines of roads, and similar items. The surveyor shall be required to establish a vertical and horizontal benchmark as part of these services, as described in the approved site and/or subdivision development plans.
  - 4.1.7** Land development procedures as requested. Surveyor shall assist county in governmental functions such as application (and procedures) for applying for the sub-division of parcels of land.
  - 4.1.8** Construction quantity surveying & verification as requested. Surveyor shall perform all surveying required to verify as-built conditions, utility location, or quantity of materials (i.e. excavation unit quantity, materials) for county.
- 4.2 ALL SURVEYS SHALL BE PREPARED AS FOLLOWS:**
- 4.2.1** To meet all requirements of Knox County ordinances.
  - 4.2.2** To meet all requirements of the State of Tennessee.
  - 4.2.3** To meet all generally accepted principles of professional surveying.
  - 4.2.4** Have an after-adjustment, before error distribution, closure error of less than one part in 10,000.
  - 4.2.5** Work scope to include recordation tasks and related costs.
  - 4.2.6** Showing the north arrow, magnetic and true. There must be an adequate tie down to existing road intersections so as to adequately locate the boundary.
  - 4.2.7** Include legend symbols and abbreviations used on the drawings.

- 4.2.8 All information as requested by specific task requirements.
- 4.2.9 Surveys shall be produced on scale-stable reproducible polyester film {Mylar}, which has a thickness of .004 mil., at one of these scales:
  - One inch equaling ten feet
  - One inch equaling twenty feet
  - One inch equaling fifty feet
  - One inch equaling one hundred feet
  - Or other scales as may be requested
- 4.2.10 Knox County may determine which scale to use for each project.
- 4.2.11 Surveyor shall provide all land record research, as required or as negotiated in special problem areas.
- 4.2.12 Sheet size shall be 36 inches wide by 24 inches high with a 5 inch right margin, unless otherwise requested.
- 4.2.13 All information shall be on one drawing if practical, use match lines if more than one sheet is required.

### 4.3 **DESCRIPTION AND PLACEMENT OF MONUMENTS:**

- 4.3.1 County boundary monuments - bronze plate markers with "Knox County" and date, bedded in concrete markers. The Contractor shall provide the boundary monuments with bronze plate markers.
- 4.3.2 Local property monuments - typically iron pipe monuments.
- 4.3.3 Where no monuments exist, set permanent iron pins or other suitable permanent monuments at property corners, drive pin into the ground adequately to prevent movement, mark with wooden stake; state on the drawing whether corners were found or set and describe each.

### 4.4 **MINIMUM BOUNDARY SURVEY PLAT REQUIREMENTS:**

- 4.4.1 Accuracy certification -- certification of closure error before adjustment, orientation, registration, and completeness of work.
- 4.4.2 Inset map 1 inch = 1000 feet, showing the general relationship of the property surveyed to surrounding areas.
- 4.4.3 The location of all roads; centerlines of roads, streams, fences; all easements of record; complete length and width identified and described in bearings and distances; all rights-of-way of record; and all monuments (including geodetic control stations), existing and set.
- 4.4.4 Multiple copies of plats may be required.
- 4.4.5 Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles; radius; point of tangency and length of curved lines.
- 4.4.6 Confirm or furnish a legal description which conforms to the record title boundaries. Prior to making this survey, the surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps, abstracts of title, section line and other boundary line locations in the vicinity. Also give a listing of owners of adjacent property.
- 4.4.7 Give area in square feet if less than one acre, in acres (to .001 acre) if over one acre.
- 4.4.8 Note identity, jurisdiction (i.e. city, county, state or federal) and width of adjoining streets and highways, width and type of pavement. Identify intersections (or distance from same), centerlines, curbs, curb cuts, sidewalks, right of ways, utilities and landmarks.
- 4.4.9 Show encroachments, including cornices, belt courses, etc., either way across property lines.
- 4.4.10 Describe fences and walls. Indicating height and identifying party walls and locate them with respect to property lines.
- 4.4.11 Show recorded or otherwise known easements and rights of way; state the owner of each.
- 4.4.12 Show individual lot lines and lot block number; show street number of buildings if available.
- 4.4.13 Show zoning of property; if more than one zone, show extent of each, showing zoning of adjacent property and property across the street(s) or highway(s).
- 4.4.14 Show building line and set back requirements, if any, including any special requirements due to visibility triangles, etc.
- 4.4.15 Note any known or anticipated street widening or adjustments.
- 4.4.16 If property lies within more than one county, or lies partly within the City of Knoxville, show the city limit line and/or the county boundary lines.

- 4.5 **OWNERSHIP OF PRODUCTS:** All surveys and related information, compilation of notes, field survey notes, work sheets, and any and all interim and final products and materials shall be the sole property of the county. Knox County may reproduce the drawings without modifications and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the surveyor.

- 4.6 RESPONSE TIME:** The selected firm must be available for county projects on very short notice; generally, a maximum of two weeks will be considered a reasonable project initiation time unless notified otherwise.
- 4.7 TECHNICAL SPECIFICATIONS:** All work shall be performed under and sealed by a certified land surveyor licensed in the State of Tennessee. All documents submitted shall bear the surveyor's seal and certification to that effect.
- 4.8 THE SURVEYOR OR FIRM MUST DEMONSTRATE:**
- 4.8.1** That they have a valid license to perform surveying activities as provided in the applicable laws of the State of Tennessee, and
- 4.8.2** That they are able to respond within the time constraints set forth in this RFP.
- 4.9 TOPOGRAPHICAL SURVEY REQUIREMENTS:**
- 4.9.1** All lines of levels shall be checked by separate check-level lines or on previous turning points or benchmarks.
- 4.9.2** Minimum of one permanent benchmark on site for each four acres; description and elevation to nearest .01'.
- 4.9.3** Contour errors shall not exceed one half contour interval.
- 4.9.4** Plotted location of structures, above and below ground, man-made (e.g. paved areas) and natural fences; all floor elevations and elevations at each entrance of building on the property. Spot elevations as required at other man-made structures (i.e. topography of walls, stairs, etc.).
- 4.9.5** Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culvert serving, or on the property; location of catch basins and manholes, including inverts of pipe and top of existing pipe. Show the utility district responsible.
- 4.9.6** Location, size, depth and pressure of water and gas mains, fire hydrants, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property. Show the location of available fire hydrants with main size. Include name of the responsible utility district.
- 4.9.7** Mean elevation of water in any excavation, well or nearby body of water.
- 4.9.8** Flood plain, flood level of streams or adjacent bodies of water and analysis of site for potential flooding.
- 4.9.9** Extent of watershed onto property.
- 4.9.10** Perimeter outline of thickly wooded areas. Identify isolated trees of four-inch caliper and over. Show signs and poles. Separate trees of six-inch caliper or greater. Indicate species.
- 4.9.11** For existing slopes in excess of five percent show topography with contours at two foot intervals based on USGS datum from benchmarks. For slopes less than five percent, show topography with contours of one- foot intervals. Show spot elevation at high and low points of site. Provide elevations at streets, benchmarks, and lot corners.
- 4.9.12** Determine and indicate the following information-CLT map number, zoning map number and flood map number.
- 4.9.13** Location and characteristics of power and communications systems, both above and below grade.

## SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and three (3) exact copies. An electronic copy on flash drive, in one complete file, is also required.

### Part I SIGNED (in blue ink) TRANSMITTAL LETTER AUTHORIZING THE PROPOSAL

### Part II PROPOSER INFORMATION

- Company Name, Address, and telephone/fax numbers
- Contact name(s), telephone number(s), and current email address
- Proposers Vendor Number as assigned by Knox County Procurement Division
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

### Part III EXPERIENCE & QUALIFICATIONS

Proposers are to provide a narrative indicating their overall quality and completeness of qualifications and experience related to this RFP. Proposers must describe the experience of their firm in providing surveying services. Provide copies of licenses/certifications for all key personnel. This section should be limited to no more than five (5) pages and include but not be limited to the following:

- Brief description of the agency, organization, or firm submitting the proposal
- Number of years in business
- Number of surveyors on staff
- Principal parties
- Organizational chart with key personnel assigned to Knox County projects clearly marked
- Provide detailed experience and qualifications of the personnel performing the work
- Resumes of key personnel assigned to Knox County account
- Provide detailed experience of different types of work related to scope of work described in Section 4.1
- Sample survey(s)

### Part IV PRICING

Proposers are to provide an hourly, turn-key (inclusive of all fees and services) pricing schedule for the following specific surveying services:

- Boundary survey for small residential
- Boundary survey for small commercial
- Boundary survey for large commercial
- Boundary survey for agricultural
- Topographical surveys
- Construction site surveying
- Consulting services (and all other related services not priced specifically)

### Part V CAPABILITIES & RESOURCES

Proposers are to demonstrate their complete capabilities and resources including equipment, vehicles, and other resources necessary to perform the services listed in the RFP. Include capabilities, resources, specialized equipment and services, or licenses related to surveying and unique to the firm that sets it apart from others. Include any other detailed information that adds value to the firm's proposal. This section should be limited to no more than three (3) pages.

### Part VI ATTACHMENTS

- Submit the completed Insurance Checklist (Exhibit A) per Section 3.13.
- Submit the Affidavit of Compliance with the Iran Divestment Act & No Boycott of Israel (Exhibit B) per Sections 2.14 and 2.16.
- Submit the Affidavit of Compliance with Tennessee Criminal History Records Check (Exhibit C) per Section 2.7.

**Part VII**

**EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this part. 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.**

**EXHIBIT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
RFP NUMBER 3449**

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.	<p style="text-align: center;"><b>AUTOMOBILE LIABILITY</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)		
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BODY INJURY (Per-Accident)																											
PROPERTY DAMAGE (Per-Accident)																											
YES	4.	<p style="text-align: center;"><b>COMMERCIAL GENERAL LIABILITY</b></p> <table border="1" style="width: 100%;"> <tr> <td>CLAIM MADE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>OCUR</td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td>POLICY</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>PROJECT</td> <td>LOC</td> </tr> </table>	CLAIM MADE	<input checked="" type="checkbox"/>	OCUR		GEN'L AGGREGATE LIMITS APPLIES PER				POLICY	<input checked="" type="checkbox"/>	PROJECT	LOC	<table border="1" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
CLAIM MADE	<input checked="" type="checkbox"/>	OCUR																									
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GENERAL AGGREGATE	\$ 2,000,000																										
PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																										
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																								
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																								
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																								
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																								
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																								
		<b>PROFESSIONAL LIABILITY</b>																									
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																								
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																								
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																								
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																								
YES	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																								
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																								
NO	13.	MOTOR CARGO INSURANCE																									
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																								
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																								
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																								
NO	17.	DISHONESTY BOND	\$																								
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																								
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																								

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL COMMERCIAL, GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA LIABILITY POLICIES.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED \_\_\_\_\_.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW.

**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 B**  
**KNOX COUNTY PROCUREMENT DIVISION**  
**IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL**  
**RFP NUMBER 3449**

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder 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 bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorized Signature: \_\_\_\_\_  
(Sign in BLUE ink)



**EXHIBIT C  
RFP NUMBER 3449**

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

**(To be submitted with bid 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 bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 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: \_\_\_\_\_