

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Case Management, Electronic Monitoring Services and Equipment** as specified herein. Proposals must be received by **2:00 p.m.** on **November 30, 2023**. Late proposals will be neither considered nor returned.

**Deliver Proposals to:
Proposal Number 3478
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865-215-5754. Questions may be emailed to robert.mackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an item-by-item basis, an all-or-none basis or by multiple award, whichever is in the best interest of the County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

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

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

Diane Woods, Administrator of Business Outreach or
Telephone: 865.215.5760 / Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

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

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director or his designee.
- 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 proposals be submitted as one (1) marked original and one (1) exact copy. An electronic copy, in one complete file, is also requested on a flash-drive.
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (eg: must, shall, will etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals when responding through the county's online Procurement system for this procurement. Facsimile and email submission are strictly prohibited. All proposals must be mailed or delivered by hand.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposers in the preparation of their proposal.
- 1.14 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 NEW MATERIAL:** Unless specified otherwise in the proposal package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the proposal.
- 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. 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 E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.18 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 contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor 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 is required to process invoices for payment.
- 1.20 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposers' ability.
- 1.21 **PROPOSAL DELIVERY:** Knox County requires respondents, when hand delivering submittals, 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 submittals 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.
- Responses 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, request 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 **REMANUFACTURED/PRE-OWNED EQUIPMENT:** Vendors are advised that Knox County **will not** accept remanufactured or refurbished equipment/parts or equipment components for this proposal.
- 1.24 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposers 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, 2023 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 **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 terms and conditions stated in the proposal document.
- 1.26 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 **TERM AGREEMENT:** If this proposal results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.
- 1.28 **TITLE VI OF THE 1964 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.
- 1.29 **USE OF PROPOSAL FORMS:** Proposers are to complete and return the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's Proposers list for twenty-four (24) months.
- 1.31 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration." Proposers must be registered with the Procurement Division prior to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.

1.32 **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 proposal.

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 based on personal jurisdiction, venue, and inconvenient forum.

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, subcontractor, 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) Vendors response to Request for Proposal, (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 of offset, 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 and warehoused.
- 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 or 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:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 **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. 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 set forth and convey to prospective proposers the general type, character and quality of Electronic Monitoring Services and Equipment desired by Knox County and the Knox County Sheriff's Office (KCSO). Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Contractors are advised that neither the signing of delivery receipts nor the payment of an invoice necessarily constitutes acceptance of product or installation. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services and/or locations to this agreement or delete goods and/or services and/or locations as required. Knox County shall negotiate with the successful vendor any changes to the agreement.
- 3.4 **AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. The renewal option is at the discretion of Knox County and the Knox County Sheriff's Office. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services/items 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 **AWARD PROCEDURES:** The award procedures of this proposal will be as follows:
- 3.5.1 Evaluation of proposals using the criteria listed
 - 3.5.2 Issuance of a Notice of Intent to Award
 - 3.5.3 Negotiations if needed
 - 3.5.4 Contract documents negotiated, drafted and approved
 - 3.5.5 Contract approved by Knox County Law Department
 - 3.5.6 Contract approved by Knox County Commission (if required)
 - 3.5.7 Contract Execution
- 3.6 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the Contractors staff providing services to Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County property. These generally include those offenses that would tend to endanger the health or welfare of persons or staff.
- 3.7 **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 Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation.
- 3.9 **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.

- 3.10 CONTACT PERSON:** Each proposer must list the name and address of the designated contact person to maintain service with this account during the term of the contract. Proposer must provide an organizational chart of their company hierarchy to include names, titles, and telephone numbers. Any changes with the contact personnel must be communicated with the County as expeditiously as possible.
- 3.11 CONTRACT EXECUTION:** The award of this proposal may result in a contract between Knox County and the successful vendor. The Knox County Procurement Division will draft the contract and the contract must be approved by the Knox County Law Department and Knox County Commission. Knox County will not accept any vendors' contracts or Terms of Agreements, Service Agreements, etc.
- 3.12 DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.13 DETENTION FACILITY COMPLEX ORIENTATION:** All employees performing work at the Knox County Jail or the Detention Facility Complex will be required to go through an orientation of the facility and facility procedures before beginning work at or in the facility. All personnel who may be working at the facility must attend this meeting. Additional Contractor employees will also need to attend the orientation if they are assigned to the job at a later date.
- 3.14 DEVIATIONS FROM SPECIFICATIONS:** Knox County wishes to secure proposals that best suit our needs. Proposers may submit more than one proposal, accordingly, each proposal must state either; that it conforms exactly to or deviates from the specification. Knox County shall be informed of any deviations from these specifications. Deviations shall be clearly noted in Section V, Part II. Adequate information must be provided to allow Knox County to evaluate these exceptions.
- 3.15 DISCONTINUED ITEMS:** The successful vendor shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. Knox County Sheriff's Office will be the sole judge if the substitution is appropriate.
- 3.16 EVALUATION CRITERIA:**
- | | |
|---------------------------------------|-----------|
| Experience | 30 Points |
| Proposed Equipment and Services | 30 Points |
| Proposed Case Management and Services | 20 Points |
| Cost | 20 Points |
- 3.17 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal 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.
- 3.18 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Proposers must complete, sign, and have its insurance agent sign the attachment and submit it with their Proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverages and naming Knox County Government as additional insured.
- 3.19 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.20 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the Purchase Order number or Contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to invoices@knoxsheriff.org.

- 3.21 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.
- 3.22 NO CONTACT POLICY:** After the date and time the Contractor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.
- 3.23 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promotes competitive proposals. It shall be the Contractor's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal.
- 3.24 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 shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your proposal will be an acknowledgement of this provision.
- 3.25 PRE-PROPOSAL CONFERENCE:** There will be a pre-proposal conference held on **November 9, 2023**, beginning promptly at 10:00 a.m. local time. Location is the Knox County Procurement Division, 1000 North Central Street, Suite 100, Knoxville, TN 37917. Though not mandatory, all interested parties are encouraged to attend. Everyone shall meet in the Conference Room.

Vendors are hereby cautioned that no weapons of any kind are allowed in this building. Searches may be conducted on anyone entering these facilities.

- 3.26 PRICING:** Vendors are to quote a firm fixed price for the next twelve months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:

- 3.26.1 continue with existing prices;
- 3.26.2 submit a revised request for price increase;
- 3.26.3 not accept the renewal offer.

If a price increase is approved by Knox County and the Knox County Sheriff's Office, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the contract file. No approvals will be authorized verbally.

- 3.27 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. Successful, as well as unsuccessful, notification will be given.
- 3.28 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.
- 3.29 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Items and services will be ordered on an as-needed basis.
- 3.30 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. KCSO may require that the successful vendor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of KCSO.

- 3.31 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants that the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it.
- 3.32 **SUBMIT QUESTIONS:** Agencies may submit questions concerning this solicitation no later than **November 16, 2023 at 4:30 p.m.** local time. Submit questions as stated in Section 1.1.

SECTION IV SCOPE OF WORK

SCOPE OF WORK FOR ALCOHOL MONITORING, REMOTE BREATH ALCOHOL MONITORING AND GPS MONITORING SERVICES AS SPECIFIED HEREIN:

4.1 **INTENT:** KCSO Pre-Trial is looking for a provider of electronic monitoring services and a comprehensive case management system designed to manage all aspects of our pre-trial and electronic monitoring caseload.

CASE MANAGEMENT SOFTWARE:

- The application shall be able to handle a case from initiation to discharge. The system shall provide the information necessary to meet our supervision, reporting, and financial needs.
- The application shall allow cases to be assigned to specific officers in the system. Each officer shall be able to track all information for participants throughout their cases.
- The application shall allow payments to be posted into the system.
- The application shall generate receipts when a payment is posted which can provide the participant's account balance. Unique payment allocation rules should be able to be established for each court or entity.
- The application shall allow any employee authorized to supervise a case to enter notes concerning the case. Activity notes should be able to be made on a person, case, and/or obligation level. System notes shall automatically generate when critical functions are performed.
- The application shall allow Officers to schedule report dates and times for each offender. These dates are then stored in the system and can be accessed through reports to ensure compliance with scheduled obligations. When the offender reports the officer uses the information stored in the report scheduler to document the visit.
- The application shall support Email/Text Notifications- reminders of upcoming appointments to be emailed or texted to participants.
- The application shall allow information regarding any program the participant has been ordered to attend, such as substance abuse or anger management counseling. The officers can then add information regarding their compliance or non-compliance with each program as the case progresses.
- The application shall have the ability to track community service hours both ordered and completed.
- The application shall have the ability to track jail time hours both ordered and completed.
- The application shall have the ability for alcohol and drug tests to be entered into the system as well as the date the test(s) were given, the type of test and the result(s).
- The application shall have the ability to automatically assign random drug tests to participants, set up for weekly, biweekly, monthly, or quarterly testing. The application shall have the ability for participants to log in to an on-line system each night to see if they are scheduled for a drug test. Text and Email alerts can also be sent when random tests are scheduled.
- The application shall have the ability for warrants to be entered on each participant when necessary. The system must display a Warrant alert whenever the offender record is displayed.
- The application shall have the ability for court appearances to be entered with the date of the appearance as well as the result of the court appearance.
- The application shall have the ability for external documents to be attached to the Person, Obligation and Court.
- The application shall have the ability for pictures to be uploaded and saved for each participant, which will display on the participant's home page.
- The application shall include a task section which works as an officer's to-do list. Tasks can be assigned to officers by co-workers, managers, or themselves. Once tasks are completed the officer should be able remove them from the list.
- The application shall have pre-configured reports designed for all aspects of business including supervision and financial reports for both in-house and client/court use.
- In addition to the standard report collection, the application shall have the ability for officers to customize and create their own reports based on their needs.

- The application shall have the ability for electronic monitoring devices such as ankle monitors, base units, GPS monitors and similar equipment to be tracked by assignment as well as tracked through internal inventory.
- The application shall have the ability for electronic monitoring obligations to accrue on a daily, weekly, or monthly basis.
- The application shall allow officers to create documents for court as needed directly from the system with most information automatically populated by the application. Examples include Warrants, Affidavits, Petitions, and letters. These documents should be customized to a degree directly inside the program and/or exported to a number of popular formats to allow for further customization or storage.

4.3 ELECTRONIC MONITORING:

SCOPE OF SERVICES

- Provider shall be able to offer multiple GPS monitoring options from different manufacturers.
- Provider shall offer transdermal alcohol monitoring.
- Provider shall collect monitoring fees from participants for participants on the transdermal alcohol monitoring program.
- Provider shall monitor participants that are deemed indigent by the court and comply with billing requirements of Alternative Electronic Monitoring Fund.
- Provider shall comply with TCA 55-10-426 standards for Contract Service Providers.

4.4 TRANSDERMAL ALCOHOL MONITORING PREFERRED SPECIFICATIONS:

- Equipment must provide Continuous Alcohol Monitoring (CAM) that samples an individual client's Transdermal Alcohol Concentration (TAC) and measures for confirmable alcohol consumption on a 24/7 basis.
- Utilizes equipment that is lightweight, poses no health hazard and does not unduly restrict the activities of the client at home or at work.
- Equipment is at a minimum, shock, water, and tamper resistant.
- The equipment shall monitor for ingested alcohol in the human body using court-validated transdermal testing technology.
- The equipment shall have Ethernet connection capability and be able to communicate data over any Ethernet-enabled Internet source.
- The equipment must be able to distinguish between ingested alcohol and environmental exposure to alcohol. Proposer to describe the manner in which the device performs this function.
- The equipment shall have the ability to determine equipment proximity to the body of the offender being monitored, including detection of obstructions and changes in body temperature.
- The equipment must utilize a commercially available and proven fuel cell technology (i.e. Dräger) that tests a controlled sample of perspiration of the client.
- The technology shall have single source admissibility, meaning the CAM device does not require agency staff to issue a secondary testing methodology to verify consumption on an alcohol alert.
- The brand and type of equipment shall have a documented history of its monitoring results being admissible in a court of law. A list of evidentiary level hearings that the proposed product has been upheld in should be provided.
- Provider of CAM device must have ten years' experience demonstrating the ability to provide Continuous Alcohol Monitoring equipment and monitoring services to the criminal justice marketplace.
- CAM device must have demonstrated a history of outside research or published studies by an entity other than the manufacturer itself, highlighting the validity of the CAM product or establishing general acceptance in the scientific community. (References of outside research studies published on the proposed solution should be provided).
- The CAM device shall have the ability to perform optional RF (Radio Frequency) home curfew monitoring in addition to continuous alcohol monitoring when needed.

4.5 GPS MONITORING PREFERRED SPECIFICATIONS:

- GPS device must utilize a disposable hypoallergenic strap with embedded fiber-optic cables.
- GPS device shall utilize LED lighting on the top of the GPS ankle bracelet device for 2-way communication with the participant.
- GPS device must be able to communicate with the host using a minimum of two (2) cellular carriers.
- GPS device must be equipped with a minimum of 30-day nonvolatile flash memory for data storage.
- GPS device shall be equipped with onboard intelligence to record and immediately send zone violations.

- GPS device shall detect the following events:
 - Strap tamper
 - Case tamper
 - GPS jamming
 - Device shielding
 - No motion alerts
- GPS device shall be equipped with a minimum capacity of forty-eight (48) hours of battery life (unassisted by any other device) on a single, fully charged unit while detecting and transmitting a minimum of a GPS track point per minute.
- GPS device must be equipped with a minimum of two (2) low battery alerts. Please describe the low-battery notification options.
- GPS device must alert the participant of a low battery condition by vibrating.
- GPS device must be equipped with a wireless charging option.
- GPS device shall be equipped with a reinforced metal strap option.
- GPS device shall be equipped with the following tracking capabilities:
 - GPS tracking
 - Wi-Fi tracking
 - Cellular-based tracking

SECTION V PROPOSAL FORMAT

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

PART I COVER LETTER

Cover letter authorizing the submission of the proposal signed, in blue ink, by a principal of the company.

PART II PROPOSER INFORMATION

Name of Company, Address, Telephone Number, and Fax Number
Contact Person, E-mail Address, and telephone number of Contact Person
Knox County Vendor Number
History of organization
Will you accept E-Commerce Card as payment without fees?
Acknowledgement of Addenda, if applicable
Statement regarding deviations from specifications

PART III EXPERIENCE

Detail your company's experience

- Years in a transdermal alcohol monitoring business
- Years in a GPS monitoring business
- Number of active units placed on individuals (This number must be verifiable)
- Number of Technicians
- Installed References (include all contact information)
- Copies of all licenses, permits and certifications for company and employees

PART IV PROPOSED EQUIPMENT

Provide a complete list of all equipment proposed

PART V PROPOSED CASE MANAGEMENT AND SERVICES

Proposers are to provide all information/details concerning their program(s). Include implementation plan along with how proposers plan on providing superior customer service to the Knox County Sheriff's Office. Program details to include all remaining items in section IV that have not been listed in Part III, IV or V (ex: 4.3: Service Provider must be able to collect funds from the state's electronic monitoring indigency fund).

PART VI COST

Include all cost of the monitoring programs to both the offender and to Knox County

PART VII AFFIDAVITS AND INSURANCE CHECKLIST

Proposers must return the Drug-Free Affidavit (Attachment A), signed Insurance Checklist (Attachment B), Iran Divestment Act, and No Boycott of Israel (Attachment C).

PART VIII ADDITIONAL INFORMATION

Proposers may include any other information detailing why your proposal is the most advantageous to Knox County. Include any awards or certifications in your field of expertise.

PART IX EXCEPTIONS TAKEN

Proposers are to list any exception taken in regard to legal language or Scope of Work.

Failure to submit any of the above information or any other information requested in this RFP may result in the proposal being disqualified.

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

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

I, _____, president or other principal

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

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE
COUNTY OF { } }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

ATTACHMENT B
Knox County Procurement Division
Insurance Checklist
Proposal Number 3478

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.	<table border="1" style="width: 100%;"> <tr> <th colspan="4">AUTOMOBILE LIABILITY</th> </tr> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 5%;"></td> <td style="width: 75%;"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> </table>	AUTOMOBILE LIABILITY				<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)			<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>				<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: right;">\$ 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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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																																																																																
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																																																																
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																																																																
NO	13.	MOTOR CARGO INSURANCE																																																																																	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																																																																
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																																																																																
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																																																																
NO	17.	DISHONESTY BOND	\$																																																																																
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																																																																
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																																																																

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

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

AGENCY NAME: _____

AUTHORIZING SIGNATURE: _____

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

PROPOSERS NAME: _____

AUTHORIZING SIGNATURE: _____

ATTACHMENT C

RFP #3478

AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after being duly authorized by the
Company so to do, makes oath that:

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

Signature

Title: _____

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.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20 ____.

Notary Public
My Commission Expires:
