

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **Consultant Services for Integrated Watershed Planning** as specified herein. RFQs must be received by **2:00 p.m. on December 21, 2023**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

**Solicitation Number 3491
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Envelope must show the Company Name, Solicitation Name, Solicitation Number & Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@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 may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 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.

1.3 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 the 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, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.4 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.

1.5 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.

- 1.6 **COPIES:** Knox County **requires** that Qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.
- 1.7 **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 the RFQ being deemed non-responsive and disqualified.
- 1.8 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. All qualifications must be submitted in hard copy format to the address listed in this solicitation. Email and facsimile submission is strictly prohibited.
- 1.9 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.10 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications 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.
- 1.11 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this RFQ **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this procurement transaction.
- 1.12 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal 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.
- 1.13 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this RFQ shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 1.14 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation.
- 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.**
- 1.15 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that RFQs be submitted on paper and shall:
- Be submitted on recycled paper.
 - Not include pages of unnecessary advertising.
 - Be made on both sides of each sheet of paper.
- 1.16 **SIGNING OF SUBMITTALS:** In order to be considered all Submittals must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the term and

conditions stated in the RFQ document. It is suggested that mailed RFQs be sent by certified or registered mail with return receipt requested or RFQs sent via common carrier include tracking and delivery confirmation.

- 1.17 **TITLE VI OF THE CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs” - “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.18 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.
- 1.19 **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 solicitation.
- 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 Qualifications, 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 RFQ, 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 responding firm is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106. All respondents must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act, attached to the RFQ as **Exhibit B**.
- 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 respondent and each person signing on behalf of any respondent 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 respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. All respondents must complete and submit with their response the Affidavit of Compliance with No Boycott of Israel, attached to the RFQ as **Exhibit B**.
- 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 Qualifications (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

- 2.18 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 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 submittal 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, upon written notice of not less than thirty (30) calendar days. 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, qualifications, 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 SCOPE OF WORK

- 3.1 SCOPE OF WORK:** Knox County, an Equal Opportunity Employer, is seeking to retain the services of a professional consultant team having demonstrated experience in the past ten (10) years of preparing integrated watershed plans for communities similar in size (by land area and population) and in character to Knox County, Tennessee.

Knox County's new Integrated Watershed Planning (IWP) process will produce Watershed Master Plans (WMP) for the County which will analyze current and future water quality and quantity concerns within identified drainage areas (e.g., HUC12 watersheds, or parts of these watersheds, within the unincorporated county) and recommend achievable strategies for improvements.

Selected consultant shall work closely with staff within Knox County Engineering and Public Works (KCEPW) to develop the overall framework for the IWP process, which is intended to be replicated for each watershed in the county over the course of time.

The selected consultant will work with KCEPW to refine a vision and goals for the planning process. Consultant will recommend standard methods to analyze and quantify stormwater impairments, integrating quantity and quality. Recommendations should consider the availability and cost of data sources, as well as the ability for these methods to be reproduced across all watersheds in the County.

Using the planning framework, the consultant will produce two (2) WMP's for identified drainage areas within the county. These plans shall include achievable strategies for improving quantity and quality impairments.

- 3.2 ADDITIONS/DELETIONS:** Knox County reserves the right to add or delete services and/or locations as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.3 AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

- 3.4 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.5 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.6 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.
- 3.7 CONTRACT EXECUTION:** It is the intent of Knox County to enter into a contract with the highest evaluated respondent to negotiate the contract cost. The Contract must be voted on by Knox County Commission and receive a majority vote. The successful Vendor may be required to be present at the Knox County Commission Meetings to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the Vendor needs to attend the meetings. The Knox County Procurement Division will draft the Contract. Knox County **will not** accept any Vendor's contract. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.
- 3.8 EVALUATION CRITERIA:** This RFQ will be evaluated by a selection committee composed of employees from Knox County government who have expertise within the stated scope of work. Only submittals conforming to the County's Terms and Conditions and the provisions set forth in this RFQ will pass the initial screening. Any submittal failing to satisfy the minimum requirements set forth in this RFQ may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:
- **General Qualifications of the Firm (30 Points)**
 - Years in business, firm profile and experience.
 - Number of support personnel and roles.
 - Firm's experience with conducting similar projects.
 - **Experience of the Firm (30 Points)**
 - Ability to develop watershed goals and objectives.
 - Capable of developing parameters for implementation from analysis findings.
 - Experience in water quality/quantity analysis and management.
 - References of similar services performed for other clients.
 - **Key Personnel Assigned to Project (20 Points)**
 - Proposed project manager's experience managing projects of similar complexity and scope.
 - Resumes of key personnel to work with Knox County, including project role and specific areas of expertise.
 - Availability of resources.
 - **Current Projects and Workload (10 Points)**
 - List of current or past projects of similar size and scope.
 - Initial budget and final cost for above projects.
 - Proposed schedule for this project and milestone details.
 - Projected workload.
 - **Licensure, Insurance and Litigation (10 Points)**
 - Provide evidence of licensure to practice in the State of Tennessee.
 - Provide evidence of appropriate insurance coverage.
 - Provide information of any litigation in which the firm has been involved within the past five (5) years.

3.9 EVALUTION REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results.

3.10 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of this solicitation shall indicate such exceptions in their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the solicitation as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Part X of the submittal as instructed in Section V, RFQ Format. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.11 INSURANCE: The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment, **Exhibit A**, and submit it with their response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life of the Contract.

3.12 LICENSING REQUIREMENTS: Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for the type of work requested and must submit a copy of the license with their qualifications. All licensing must be in accordance with Tennessee Code Annotated.

3.13 NEGOTIATIONS: Knox County reserves the right to enter into Contract negotiations with the highest-rated vendor. If Knox County and the selected vendor cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated vendor. This process will continue until a Contract has been executed or all submittals have been rejected. No vendor shall have any rights against Knox County arising from such negotiations.

3.14 NEWS RELEASE 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.

3.15 OWNERSHIP OF DOCUMENTS: Any and all reports, specifications, drawings, blueprints, negative, electronic files or other documents prepared by the Contractor in the performance of its obligations under the Contract shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County.

The Contractor shall not use, willingly allow, or cause such material to be used for any purpose other than the performance of all Contractor's obligations under the resulting Contract without the prior written consent of Knox County.

3.16 QUALIFICATIONS FORMAT: This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each participating vendor's name will be publicly read aloud. No further information will be given at that time. Evaluation of the qualifications will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Contract being fully executed, all submission will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.

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

3.18 SUBMIT QUESTIONS: Prospective respondents may submit questions concerning this solicitation until **December 6, 2023 @ 4:30 p.m. local time.**

- 3.19 THIRD PARTY CONTRACTORS:** All third-party contractors that may be used for providing services must be listed in the firm's submittal. Contractors and their third party must adhere to all terms and conditions set forth for this RFQ. Knox County will not have any contractual liability for any third-party contractors.
- 3.20 VENDOR OBLIGATION:** Each vendor shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFQ. The failure or omission of a vendor to become acquainted with existing conditions shall in no way relieve the vendor of any obligations with respect to this RFQ or to the Contract.

SECTION IV SPECIFICATIONS

- 4.1 BACKGROUND:** Knox County, situated in the heart of a rapidly urbanizing nine-county metropolitan area in East Tennessee, has recently completed a Comprehensive Land Use and Transportation Plan aimed at guiding growth and development in the region until 2045. Knox County Engineering and Public Works (KCEPW) is committed to proactively safeguarding its citizens from existing and potential stormwater quantity (flooding) and quality (pollution) impairments. KCEPW has a successful record of planning and addressing these concerns with past efforts including:

QUANTITY FOCUSED EXISTING PLANS

Dutchtown Road Flood Study (1999)
Beaver Creek Master Plan (2000)
Ten Mile Creek Master Plan (2000)

QUALITY FOCUSED EXISTING PLANS

Beaver Creek 9-Element Watershed Plan (Phases I, II, and III)
Stock Creek EPA-Approved 9-Element Watershed Plan
Flat Creek EPA-Approved 9-Element Watershed Plan
Roseberry Creek EPA-Approved 9-Element Watershed Plan
Turkey Creek EPA-Approved 9-Element Watershed Plan (2002)

OTHER NOTABLE EFFORTS

Community Initiated Physical Map Revisions (2023)
Hazard Mitigation Plan Update (2023)

Knox County Watershed Initiatives can be viewed at https://knoxcounty.org/stormwater/pub_WI.php and the Watershed Plans and Reports at <https://knoxcounty.org/stormwater/floodplain.php>.

- 4.2 PROJECT OVERVIEW:** KCEPW is embarking on a new planning initiative, consolidating successful elements from past plans to proactively address water quality and quantity degradation before rapid suburban growth exacerbates flooding and pollution issues. Knox County holds an NPDES MS4 Phase II permit from the Tennessee Department of Environment and Conservation and is also NFIP community rated at eight (8) in the Community Rating System. Knox County's stormwater management jurisdiction includes all areas of the unincorporated County (excluding the jurisdictions of the Town of Farragut and the City of Knoxville).

The primary focus of this project will be to analyze the impacts of and develop project implementation plans for subdivision-scale development. Suggested implementation recommendations are expected to include minor policy changes, retrofits of existing stormwater control measures, capital improvements and easement purchases. Knox County is particularly interested in receiving recommendations which will address both quantity and quality improvements. Quantity assessments are expected to be of similar scale and scope as the Beaver Creek and Ten Mile Creek plans referenced in Section 4.1. Quality assessments should be at least as rigorous as the previously approved EPA-9 element watershed plans also referenced in Section 4.1.

Knox County funds several USGS gage stations in various locations across its jurisdiction and has the ability to deploy some additional in-stream devices as needed for this study. Water quality assessments are performed on a five (5) year cycle, according to a monitoring plan in development. Recent updates have been started on floodplain mapping in one of the watersheds of interest, and this new data should be available for the Consultant to utilize.

The project team managing this planning effort is comprised of staff from KCEPW, including policy and environmental specialists and hydrologists.

4.3 **TASKS:**

4.3.1 Framework Development: The consultant's initial task will be to work with the County in establishing goals, objectives, and evaluation criteria for integrated watershed planning. There will be several points of clarification needed throughout the project, including:

Goals and Objectives: The consultant team will assist Knox County staff and leadership in establishing realistic goal statements and objectives to frame the new integrated watershed planning efforts.

Analysis Framework: The consultant team will review available data and assess the feasibility of collecting additional data to develop the best framework to assess the health of the watershed.

Implementation and Prioritization: The consultant team will work with the County to understand which implementation projects are reasonable and how these will be prioritized.

4.3.2 Analysis

4.3.3 Recommendations Development

4.3.4 Final Plans/Documents

4.4 FINAL PLANS AND DELIVERABLES: KCEPW will utilize the consultant's deliverables to enhance public communication regarding current and future stormwater impacts, as well as to facilitate project implementation and secure funding from capital accounts and a variety of local, state and federal grant programs.

SECTION V RFQ FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I **SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

Part II **VENDOR INFORMATION**

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

Part III **GENERAL QUALIFICATIONS OF THE FIRM**

Provide the complete profile and experience/qualifications of the firm for completing the specifications Section IV. Include the firm's number of years in business and years key personnel have performed the planning services detailed herein. Include the number of personnel available for this project and complete capabilities of the firm.

Part IV **EXPERTISE OF THE FIRM**

Firms are to demonstrate their ability to develop goals and objectives that can be applied to every watershed in Knox County in order to analyze the issues consistently. Firms must be capable of developing the parameters for implementation from analysis for feasibility and prioritization of recommended projects. Respondents must be proficient in water quality and quantity analysis, development planning management and stream restoration practices. References are to be provided for similar services performed for other clients. Provide name, position, address, current phone number and current email address. Knox County may not be used as a reference.

Part V **KEY PERSONNEL ASSIGNED TO THE PROJECT**

Provide a detailed overview of the project team and local resources available. Provide the resumes of the key personnel that will be working on the project.

Resumes should be no longer than one (1) page and include number of years working on similar projects. Provide a list of sample projects similar to the specifications in Section IV. Include all areas of expertise.

Part VI **CURRENT PROJECTS AND WORKLOAD**

Provide a list of current and past projects that are similar in size and scope. Include start and completion dates for current projects with initial budgets and final costs. Provide projected workload for the next six (6) months.

Part VII **LICENSURE, INSURANCE AND LITIGATION**

Provide evidence of licensure to practice engineering in the State of Tennessee and appropriate insurance coverage. Describe any litigation with which the firm has been involved in the past five (5) years.

Part VIII **REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, Exhibit A
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, Exhibit B

Part IX **ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part X **EXCEPTIONS**

Respondents 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 RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

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 align="center">AUTOMOBILE LIABILITY</p> <table border="1"> <tr> <td>X</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> </table>	X	ANY AUTO-SYMBOL (1)											<table border="1"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																			
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PROPERTY DAMAGE (Per-Accident)																																									
YES	4.	<p align="center">COMMERCIAL GENERAL LIABILITY</p> <table border="1"> <tr> <td></td> <td>CLAIM MADE</td> <td>X</td> <td>OCCUR</td> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td></td> <td colspan="3">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>POLICY</td> <td>X</td> <td>PROJECT</td> <td>LOC</td> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </table>		CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 1,000,000					FIRE LEGAL LIABILITY	\$ 100,000					MED EXP (Per person)	\$ 5,000		GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY	\$ 1,000,000		POLICY	X	PROJECT	LOC	GENERAL AGGREGATE	\$ 2,000,000						PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000	LIMITS
	CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 1,000,000																																				
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					PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																																			
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																						
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																						
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																						
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																						
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																																						
		PROFESSIONAL LIABILITY																																							
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																																						
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																						
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																						
NO	13.	MOTOR CARGO INSURANCE																																							
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																						
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																						
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																						
NO	17.	DISHONESTY BOND	\$																																						
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																						
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																						

- 20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
- 21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
- 22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

**EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3491**

**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.

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:
