

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Environmental Review Services** as specified herein. Proposals must be received by **2:00 p.m. on January 4, 2024**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

**Proposal Number 3502
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of one hundred twenty (120) calendar days from the date of the proposal closing.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format in Section V.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.9 **COPIES:** Knox County **requires** that all proposals be submitted with one (1) **marked original** and three (3) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a flash drive.
- 1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.11 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform, Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.12 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be "free on board" to the County department.**
- 1.13 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted proposals. Email and facsimile submission are strictly prohibited.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County purchasing card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions. Proposers that are not able to accept the credit card will not be considered for this term contract.

- 1.18 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than the address listed on Page 1.

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

- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **December 18, 2023 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

- 1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers must submit Exhibit C, Affidavit of Compliance with Tennessee Criminal History Records Check.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

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

- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Exhibit B Iran Divestment Act/ No Boycott of Israel.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each 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. Proposers must submit with their proposals the completed Exhibit B Iran Divestment Act/No Boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.20 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.21 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23 TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to contract with qualified and licensed firms to perform environmental review services on an as-needed-basis for Knox County Community Development and other County departments. Knox County may award to more than one vendor. Award will be based on Best Value. Best value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AWARD STATUS:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the awarded firm(s) and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 CHANGES AFTER AWARD:** It is possible that after award, Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.6 COMMISSION APPROVAL:** The Contract must be voted on and approved by the Knox County Commission. The successful proposer may be required to be present at the full Commission meetings to answer questions relating to the services to be performed. Adequate notification will be given by the Knox County Procurement Division if the awarded Contractor(s) will need to attend these meetings. There shall be no cost to Knox County for attendance at these meetings.

- 3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.8 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.9 **CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful proposer(s). The Knox County Procurement Division will draft this Contract and no vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal.
- 3.10 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Experience & Qualifications	40 Points
Pricing	40 Points
Capabilities & Resources	20 Points

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

- 3.11 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Part VII of the submittal.
- 3.12 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 3.13 **INSURANCE:** The successful proposer(s) must carry the insurance as indicated on the Insurance Attachment, Exhibit A. As proof of the vendor's willingness to obtain and maintain the insurance, the proposer must complete, sign and have its insurance agent sign the attachment and submit it with their proposal. Upon receipt of the Notification of Intent to Award, the successful proposer will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.14 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

- 3.15 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.16 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.17 PRICING:** The Contractor warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the contract period. After the first contract year (and each subsequent year thereafter), the Contractor(s) written request for a price increase must be given to Knox County to consider. Such a request shall include at a minimum, (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered during the renewal period(s). If the price increase is rejected, the Contractor may:
- Continue with the existing prices
 - Request a lower price increase
 - Not accept the renewal offer
- If a price increase is approved by Knox County, the approval notification will be in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.18 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.19 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.20 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the contract.
- 3.21 PROPOSAL REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made a part of the evaluation file.
- Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.22 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.23 QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

- 3.24 QUOTATIONS:** The successful Contractor(s) may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimates shall include but not be limited to the cost of labor, material, detailed description of the scope of work, and inspection services. Quotation shall remain firm for thirty (30) days from receipt by Knox County. All estimate and quotation preparation shall be provided at no cost or obligation. Estimates shall be based upon the resulting contract prices.
- 3.25 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.26 REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued association under this contract is inconsistent with the interest of Knox County.
- 3.27 SAFETY, PROTECTION, AND TRAINING:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County.

The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. The Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. The Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

- 3.28 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **December 18, 2023 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.29 THIRD PARTY CONTRACTORS:** Contractors who submit a proposal and plan on using a third party for providing any service for their proposal, must have expressed written approval from Knox County before proceeding with the service. Contractors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third-party Contractors. List all third-party contractors that may be used for providing services.

SECTION IV SPECIFICATIONS

- 4.1 SCOPE OF WORK:** Knox County Community Development funds projects with federal grant funds received from the U.S. Department of Housing and Urban Development (HUD). Many of these projects require environmental review. Projects will be assigned to the successful Contractor(s) as they are funded by Knox County Community Development. Other Knox County departments may utilize the successful Contractor(s) to conduct environmental reviews and site assessments such as asbestos surveys, Phase I, or other environmental assessments.
- 4.2 FEDERAL CONTRACT PROVISIONS:** Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as Exhibit D.

- 4.3 VENDOR RESPONSIBILITIES:** The successful Contractor(s) must complete the following reporting responsibilities as part of each project as assigned by Knox County Community Development. Additional requirements may be assigned as required by federal, state, or local regulations depending on the project. It is the responsibility of the successful contractor(s) to ensure all applicable rules, regulations, laws, ordinances, etc. are followed in order to complete the required environmental reviews.
- 4.3.1 Prepare a short narrative description of existing environmental conditions including land use, soils, streams and other bodies of water that could be impacted by a project. An understanding of Housing and Urban Development (HUD) environmental review practices will be advantageous, including the new online HUD HEROS system.
- 4.3.2 Prepare a general description of potential environmental impacts that may occur during the course of a project and actions to be taken to minimize the impacts. The specific areas of impact include:
- Streams and other bodies of water pollution
 - Soil impacts
 - Agricultural classification
 - Protected species and habitants
 - Fish and wildlife
 - Air quality
 - Noise
 - Wetlands
 - Wastewater and solid waste
 - Floodplains and wetlands
 - Residential and green spaces
 - Coordination with local officials
 - HUD Checklist preparations
- 4.3.3 Preparation of the appropriate notifications and correspondence to the various agencies.
- 4.3.4 Preparation of the required public notices for publication in the Knoxville News Sentinel.
- 4.3.5 Preparation of the required findings and notices for official signatures.
- 4.3.6 Compilation of all data, responses and documents from the above into a report format which will be sent to HUD. An original, plus two (2) copies, will be required to be given to Knox County Community Development.
- 4.3.7 A county-wide environmental review will be prepared as part of the County's Department of Housing and Urban Development Five Year Consolidated Plan describing the impact on the programs to be funded and related environmental activities.
- 4.3.8 Environmental assessments will also be required for major rehabilitation and new construction projects through the current fiscal year.
- 4.3.9 Costs of publication of public notices in the Knoxville New Sentinel or other media, will be the responsibility of Knox County.

SECTION V PROPOSAL FORMAT

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

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

Part II PROPOSER INFORMATION

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

Part III EXPERIENCE & QUALIFICATIONS

Proposers are to provide a narrative indicating their overall quality and completeness of qualifications and experience related to this RFP. Proposers must describe the experience of their firm in providing environmental review services, specifically related to projects funded by the U.S. Department of Housing and Urban Development (HUD). Provide copies of licenses/certifications for all key personnel. This section should include but is not limited to the following:

- Brief description of the agency, organization, or firm submitting the proposal
- Number of years in business
- Principal parties
- Organizational chart with key personnel assigned to Knox County projects clearly marked
- Provide detailed experience and qualifications of the personnel performing the work
- Provide details on understanding and experience of new HUD HEROS online system.
- Resumes of key personnel assigned to Knox County account
- Provide detailed experience of different types of work related to requirements described in Section IV.

Part IV PRICING

Proposers are to provide an hourly, turn-key (inclusive of all fees and services) pricing schedule for all employee classifications to be used under this contract.

Part V CAPABILITIES & RESOURCES

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

Part VI ATTACHMENTS

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

Part VII EXCEPTIONS

Proposers are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFP in your response

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

**EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFP NUMBER 3502**

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="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">AUTOMOBILE LIABILITY</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>ANY AUTO-SYMBOL (1)</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	AUTOMOBILE LIABILITY		<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)									<table border="1" style="margin-left: auto; margin-right: auto;"> <tbody> <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> </tbody> </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	4.	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="4">COMMERCIAL GENERAL LIABILITY</th> </tr> </thead> <tbody> <tr> <td> </td> <td>CLAIM MADE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>OCCUR</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td> </td> <td>POLICY</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>PROJECT</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>LOC</td> </tr> </tbody> </table>	COMMERCIAL GENERAL LIABILITY					CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR					GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	<input checked="" type="checkbox"/>	PROJECT				LOC	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">LIMITS</th> </tr> </thead> <tbody> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </tbody> </table>	LIMITS		EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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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																																						
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																						
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																																						
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YES	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																						
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																						
NO	13.	MOTOR CARGO INSURANCE																																							
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																						
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																						
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																						
NO	17.	DISHONESTY BOND	\$																																						
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																						
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																						

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

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

PROPOSER NAME: _____ AUTHORIZING SIGNATURE: _____

EXHIBIT B
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
RFP NUMBER 3502

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

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

Authorized Signature: _____
(Sign in BLUE ink)

EXHIBIT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

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

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

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

EXHIBIT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.
4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
6. New Restrictions on Lobbying, 31 C.F.R. Part 21.
7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.
8. Generally applicable federal environmental laws and regulations.
9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A HUD employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
<https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf>
11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool.

The County will report subcontracts under Federally-awarded contracts greater than or equal to \$30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:
 - a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
 - b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered” person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

- c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
21. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request.
NOTE: Davis Bacon and Related Acts does not apply to this Agreement.

22. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than \$200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project.
<https://www.hud.gov/section3>
23. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831).
<https://www.law.cornell.edu/uscode/text/42/4831>
24. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor 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 contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.
25. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.
26. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.