The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of <u>Sign Language/</u><u>Interpreter Services</u> as specified herein. Bids must be received by **2:00 p.m.** on January **24**, **2024**. Late bids will neither be considered nor returned.

#### Deliver Bids To:

## Bid Number 3508 Knox County Procurement Division Suite 100 1000 North Central Street Knoxville, Tennessee 37917

### The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

### SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 <u>ADDITIONAL INFORMATION:</u> Knox County wants requests for additional information routed to Christina Beeler, CPPB, Senior Buyer, at 865.215.5722. Questions may be emailed to <u>christina.beeler@knoxcounty.org</u>. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at <u>www.knoxcounty.org/procurement</u>.
- **1.2** <u>ACCEPTANCE:</u> Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- **1.3** <u>ALTERNATIVE BIDS:</u> Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.
- 1.4 <u>AUDIT HOTLINE:</u> 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 <a href="http://www.knoxcounty.org/hotline/index.php">http://www.knoxcounty.org/hotline/index.php</a>. 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** <u>AWARD:</u> Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- **1.6 <u>BID DELIVERY:</u>** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hours prior to the bid opening time.

Bids must be in a <u>sealed</u> 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.

**1.7 <u>BUSINESS OUTREACH PROGRAM</u>: 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 businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by nondisadvantaged 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 Division Telephone: 865.215.5760 Email: diane.woods@knoxcounty.org

- **1.8** <u>**CLOSURES**</u>: 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.
- **1.9 <u>CONFLICT OF INTEREST</u>:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- **1.10 <u>COPIES</u>:** Knox County requires that bids be submitted as one (1) marked original, one (1) exact copy.
- **1.11 DECLARATIVE STATEMENTS:** 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 will result in the bid being considered non-responsive and disqualified.
- **1.12** <u>ELECTRONIC TRANSMISSION OF BIDS:</u> Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids. Email and Facsimile submission is strictly prohibited.
- **1.13** <u>HOW TO DO BUSINESS:</u> Knox County utilizes a web-based Procurement software system, "Knox Purchasing On-Line." 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, "Knox Purchasing On-Line," 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.
- **1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- **1.15 <u>MULTIPLE BIDS</u>:** Knox County will consider multiple bids that meet specifications.
- **1.16 <u>NON-COLLUSION</u>:** Bidders, by submitting a signed bid, certify that the accompanying bid 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 order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement

Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- **1.18 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a 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 is 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 <u>RECYCLING:</u>** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
  - **1.21.1** Be submitted on recycled paper;
  - 1.21.2 Not include pages of unnecessary advertising;
  - **1.21.3** Be made on both sides of each sheet of paper;
- **1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) 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 bidding procedures must be received in the Procurement Division by January 10, 2024, at 4:30 p.m. local eastern time. These requirements also apply to specifications that are ambiguous.
- **1.23 SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- **1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- **1.25** <u>TITLE VI OF THE 1964 CIVIL RIGHTS ACT:</u> "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.
- **1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection. The use of any other form(s) may be just cause for disqualification.
- **1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- **1.28** <u>VENDOR REGISTRATION:</u> Prior to the opening of this bid, *ALL BIDDERS MUST* be registered with the Procurement Division. Please register on-line at our website at <u>www.knoxcounty.org/procurement</u> and click on "On-

line Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

**1.29** 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 <u>ALTERATIONS OR AMENDMENTS:</u> 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 <u>APPROPRIATION:</u> 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 <u>BOOKS AND RECORDS:</u> 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 five (5) 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** <u>CHILD LABOR:</u> 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 <u>COMPLIANCE WITH ALL LAWS:</u> 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 <u>CRIMINAL HISTORY RECORDS CHECK:</u> Any and all successful vendors, vendor employees, and any vendor subcontractor and its employees must submit to a criminal history records check, at vendor's expense, 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.
- 2.8 <u>DEFAULT:</u> If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 <u>GOVERNING LAW; VENUE:</u> 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.

- **2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, 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 <u>INDEMNIFICATION—HOLD HARMLESS:</u> 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 waver 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 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.
- 2.15 <u>LIMITATIONS OF LIABILITY:</u> In no event shall Knox County and/or Knox County Schools 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 <u>NO BOYCOTT OF ISRAEL</u>: 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a 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 or national origin, 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 that 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) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

- **2.19 <u>REMEDIES</u>:** 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, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- **2.20 <u><b>RIGHT TO INSPECT:**</u> Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- **2.21 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 <u>TAX COMPLIANCE:</u> Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23 <u>TERMINATION</u>: County may terminate this agreement by written notice immediately in its sole discretion for cause, or without cause upon written notice of not less than thirty (30) calendar days. Upon termination with or without cause, Contractor shall not perform additional work without written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.
- 2.24 <u>WARRANTY:</u> 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.

## SECTION III SPECIAL TERMS AND CONDITIONS

- **3.1 <u>INTENT:</u>** The intent of these specifications is to set forth and convey to prospective bidders the general requirements and provisions for sign language and translation interpreter services for the deaf, hearing impaired and individuals requiring language barrier translation assistance services for Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service, quality and other factors detailed herein.
- **3.2** <u>ACCEPTANCE:</u> Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of products/services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS OF GOODS/SERVICES: Knox County reserves the right to add/delete items to this bid. The successful vendor agrees that upon written designation by Knox County, it will provide such items under this Contract. Pricing for any additional items will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete the Contract items in the pricing sheet without terminating the entire Contract.
- **3.4 <u>AWARD LENGTH</u>:** This solicitation may result in a one (1) year Contract with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or 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 <u>BID EVALUATION:</u>** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid 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.
- **3.6** <u>**BIDDER OBLIGATION:**</u> Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

- 3.7 <u>CHANGES AFTER AWARD:</u> 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.
- **3.8** <u>COMMUNICATIONS WITH THE CONTRACTOR</u>: Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation. Ideally, the Contractor will have e-mail capabilities.
- **3.9** <u>COMPLIANCE WITH ALL APPLICABLE REGULATIONS</u>: Vendor 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 vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- **3.10 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). 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 contact(s) to County personnel. Any newly appointed contacts must be knowledgeable of the County's account to avoid any interruption of service.
- **3.11** <u>CONTRACT EXECUTION:</u> The award of this bid may result in a Contract between Knox County and the successful vendor(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 result in the disqualification of the vendor's submittal.
- **3.12 DRESS CODE:** Personnel shall be clean and neat in appearance. Badges which clearly identify the employees as members of the vendor's work force shall be worn.
- 3.13 ENTRANCE TO SITES: Only authorized employees of the successful vendor(s) are allowed on the premises of buildings. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges always identified with the Company name. Contractors and/or employees of contractor must contact the Knox County department or Knox County Schools prior to reporting to a site for work. Violations of this Knox County policy will result in penalties, which may include termination of the Contract. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such a pass and display it as instructed.
- **3.14 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Pricing Schedule	70 points
Capabilities and Experience	25 points*
References	5 points

- \* Capabilities and experience include only the number of local employees that will have direct responsibility to the Knox County account, employee certifications, etc.
- **3.15 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results.

Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid 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. **3.16 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

- **3.17 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- **3.18 INSURANCE:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project.

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect. See Attachment A.

- **3.19 INVOICE DETAIL:** Knox County is requesting invoices to show the following details to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
  - 3.19.1 The invoice must show the amount due to the Contractor by Knox County;
  - 3.19.2 The invoice must show an itemized detail of items;
  - 3.19.3 Invoices are to be original and uniquely pre-numbered;
  - **3.19.4** Invoices which do not show this information are subject to rejection.
- **3.20 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the correct invoice.
- **3.21 INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures. This information and procedures shall be provided to the contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included.

Each invoice shall include a breakdown for each service provided and shall list the contracted unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

- **3.22** <u>LICENSE REQUIREMENTS:</u> All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.
- **3.23 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:
  - **3.23.1** Cancel the Contract, if it is currently in effect.
  - **3.23.2** Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.
- **3.24 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.
- **3.25** <u>NO CONTACT POLICY</u>: After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- **3.26** OFFER WITHDRAWAL: No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.
- **3.27 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division not later than three days prior to the bid opening date.
- **3.28 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

3.28.1 Continue with the existing prices;3.28.2 Request a lower price increase;3.28.3 Not accept the renewal offer.

Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- **3.29 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- **3.30 <u>QUANTITIES</u>:** Knox County does not guarantee any quantities will be ordered under this solicitation.

- **3.31** <u>**RECORDS**</u>: Contractor(s) will maintain records of services provided to Knox County and make them available upon request by any of the respective participating agencies. The successful Contractor(s) shall only disclose the records of the requesting agency and not disclose other agency information.
- **3.32 REFERENCES:** Bidders must submit a list of three (3) references with which they have performed and placed this type of service within the last year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Vendors, by submitting a signed bid, certify that they have provided services comparable to the items specified in this Contract to the parties listed in the reference section and authorizes the County to verify references of business. Do not list Knox County Government as a reference. References shall be submitted on Attachment A of this IFB. Failure to submit references on the attached reference form will be considered during the evaluation process and may result in the references not being considered.

- **3.33 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- **3.34** <u>**REMOVAL OF VENDOR'S EMPLOYEES:**</u> The successful Contractor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.
- **3.35 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **January 10**, **2024**, **at 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.

## SECTION IV SCOPE OF WORK

- **4.1 SCOPE OF WORK:** Knox County is seeking a private Contractor(s) to provide Sign Language Interpreter Services. Knox County wishes to obtain pricing for year round availability. Interpreters will provide on-site interpreting and translating services to Knox County.
- **4.2** <u>DEGREES/CERTIFICATIONS:</u> Vendor must include all interpreter's degrees and certifications from the Registry of Interpreters for the Deaf (RID) and/or National Association for the Deaf (NAD) that may be assigned to Knox County.
- **4.3** <u>COST:</u> Bidders must provide a cost per hour. The cost must include, but not be limited to, all interpreting rates. There will be no extra hidden fees. Inclusive of travel, parking, and ancillary charges. A pricing schedule is listed on Section VI.
- 4.4 <u>CONTRACTOR REQUIREMENTS/RESPONSIBILITIES:</u> The awarded Contractor and the Interpreters the contractor provides shall meet the following requirements and perform the following duties and responsibilities for Knox County.
  - **4.4.1** Must be at least eighteen (18) years old.
  - **4.4.2** Must have legal interpreting experience.

- **4.4.3** Must be certified in the Registry of Interpreters for the Deaf (RID) and/or National Association for the Deaf (NAD).
- 4.4.4 Must adhere to the RID and/or NAD Code of Professional Conduct.
- **4.4.5** Contractor agrees to provide interpreting services via interpreters who are trained in the structure of Sign Language who can translate from spoken English into American Sign Language and from American Sign Language into spoken English.
- 4.4.6 Contractor agrees to provide interpreting service requested by phone call or email.
- **4.4.7** Contractor and the Interpreters the contractor provides shall be in full compliance with the applicable previsions of Tennessee Code Annotated subsection 24-1-211.

### 4.5 COUNTY RESPONSIBILITIES:

- **4.5.1** Knox County shall be in full compliance and provide sign language and interpreting services as required by Tennessee Code Annotated subsections 24-1-210 Interpreters and 24-1-211.
- **4.6** <u>METHOD:</u> Bidders must clearly describe the philosophy, approach, and techniques that will be used in providing sign language and/or interpreting services.
- **4.7 RESPONSE TIME:** Contractor must be available twenty-four (24) hours a day, seven (7) days a week, including holidays, and must be able to respond within four (4) hours of notification to any location within Knox County.

Note: Bidders need not return pages 1-11 with their response. Pages 12-19 must be returned as your official bid response along with any other information requested. If you have any questions, please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

# SECTION V VENDOR INFORMATION FOR BID #3508, SIGN LANGUAGE/ INTERPRETER SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection. If filing electronically, please attach pages 12-19 to your submittal.

5.1	Vendor:									
5.2	Vendor number as assigned by Knox County:									
5.3	Street Address:									
5.4	City State Zip									
	Telephone Number: Fax Number:									
5.5	Vendor's e-mail address:									
5.6	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.									
	Authorizing Signature:									
	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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.									
	Authorizing Signature:									
5.7	Vendor's Knox County Business License Number (if applicable):									
5.8	I acknowledge the receipt of: (please write "yes" if you received one)									
	Addendum 1       Addendum 2       Addendum 3       Addendum 4									
5.9	Do you accept the terms and conditions of the bid? YES NO YES - WITH EXCEPTION If you do not fully accept the terms and conditions, please note the exceptions below:									
5.10	Total Number of local Commercial Clients:									
5.11	Number of Local Interpreters that will have direct responsibility to the Knox County account certified in the Registry of Interpreters for the Deaf (RID) and/or National									
	Association for the Deaf (NAD) (attach a copy of certifications):									
5.12	Number of Local Interpreters that will have direct responsibility to the Knox County account that hold one of the following Certifications: NIC, NIC Advanced, NIC Master,									
	OTC, SC:PA, SC:L, NAD III, NAD IV, NAD V, Ed:K-12 (attach a copy of certifications):									

Vendor Name: \_\_\_\_\_

5.13	Number of Local Interpreters that will have direct responsibility to the Knox County a minimum of a Bachelor of Science or Bachelor of Arts Degree	ccount that	hold at a
	(attach a list of interpreters and corresponding degrees):		
5.14	Will you accept the VISA Credit Card as payment without fees per Section 1.17?	Yes	No
5.15	Did you include Attachment B Criminal History Records Check as per Sections 2.7? —	Yes	No
5.16	Is your company in full compliance with Section 2.22, Tax Compliance?	Yes	No
5.17	Did you include Attachment C Insurance Checklist as per Section 3.18?	Yes	No
5.18	Did you include Attachment A References as per Section 3.32?	Yes	No
5.19	Did you include each Interpreter's degrees/ certifications as per Section 4.2?	Yes	No
5.20	Can you meet the four (4) hour response time as per Section 4.7?	Yes	No
5.21	Interpreter Request Contact:		_
	Telephone Number: Fax Number:		
	Email address:		
5.22	What is your Cancellation Policy?		

5.23 Please state what criteria will be used to determine if more than one interpreter will be assigned to an appointment?

SECTION V CONT'D VENDER INFORMATION FOR BID #3508
---

0201	Vendor Name:
5.24	Please describe the philosophy, approach, and techniques that will be used in providing sign language and/or interpreting services (attach additional pages if necessary).

Failure to include any item above or any item listed in this bid may result in the bid being deemed non-responsive.

SECTION VI PRICING SCHEDULE FOR BID #3508, SIGN LANGUAGE/ INTERPRETER SERVICES

Vendor Name: \_\_\_\_\_

Description	Cost per hour with a 24 hour notice?	Cost per hour with <u>less than</u> a 24 hour notice?		
Business Hours: Monday - Friday 8:00 a.m 5:00 p.m.	\$/hr. Is there an hour minimum? YesNo If yes, /hr. minimum	<pre>\$/hr. Is there an hour minimum?YesNo If yes,/hr. minimum</pre>		
After Hours: Monday - Thursday 5:00 p.m 8:00 a.m.	\$/hr. Is there an hour minimum? YesNo If yes, /hr. minimum	\$/hr. Is there an hour minimum? YesNo If yes, /hr. minimum		
Weekend Hours: Friday- Monday 5:00 p.m 8:00 a.m.	\$/hr. Is there an hour minimum? YesNo If yes, /hr. minimum	\$ /hr. Is there an hour minimum? YesNo If yes, /hr. minimum		
Holidays: New Year's Day Easter Memorial Day Independence Day Labor Day Thanksgiving Christmas Eve Christmas Day	\$/hr. Is there an hour minimum? YesNo If yes, /hr. minimum	\$/hr. Is there an hour minimum? YesNo If yes, /hr. minimum		
VRI (Video Remote Interpreting) 24/7/365	\$ /min. Is there a minute minimum? If yes, /min. minimum	\$ /min. Is there a minute minimum? If yes, /min. minimum		

### ATTACHMENT A KNOX COUNTY PROCUREMENT DIVISION REFERENCES FOR BID #3508

Vendor Name: \_\_\_\_

Vendor shall submit a list of three (3) Clients, preferably government entities, which have been in service within the last year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County as a reference.

Name of Firm:		
Contact Person:		
E-mail Address:	Fax Number:	
Nature of Contract:		_
Dollar amount: \$	(over life of contract)	
Contract start date:	Contract end date:	
Contract start date:	Contract end date:	

Name of Firm:	
Contact Person:	Phone Number:
E-mail Address:	Fax Number:
Nature of Contract:	
Dollar amount: \$	(over life of contract)
Contract start date:	Contract end date:

Name of Firm:	
Contact Person:	Phone Number:
E-mail Address:	Fax Number:
Nature of Contract:	
Dollar amount: \$	(over life of contract)
Contract start date:	Contract end date:

## ATTACHMENT B

#### 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: \_\_\_\_\_

#### ATTACHMENT C KNOX COUNTY PROCUREMENT DIVISION INSURANCE CHECKLIST FOR BID #3508

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.	AUTOMOBI		SILITY ANY AUTO-SYMI (1)	BOL			COMBINE SINGLE LIMIT       \$1,000,000         (Per -Accident)       \$1,000,000         BODY INJURY       (Per -Person)         BODY INJURY       (Per-Accident)         PROPERTY DAMAGE       (Per-Accident		
YES	4.	COMMERCI	AL GEN	IERAL LIABILITY	*				LIMITS	
		CLAIN	I MADE		Х	OCCU	IR	EACH OCCURRENCE	\$ 1,000,000	
								FIRE LEGAL LIABILITY	\$ 100,000	
		•						MED EXP (Per person)	\$ 5,000	
		GEN'L AGG	REGAT	E LIMITS APPLIE	S PER			PERSONAL & ADV INJURY	\$ 1,000,000	
		POLIC	Y )	( PROJECT	LO			GENERAL AGGREGATE	\$ 1,000,000	
								PRODUCTS-COMPLETED OPERATIONS/AGG REGATE	\$ 2,000,000	
NO	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 COVER			,			NOT TO BE EXCLUDED		
YES	9.			ITY COVERAGE				\$500,000.00		
NO NO NO	10.	PROFESSIONAL LIABILITY ARCHITECTS & ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY					\$1,000,000 PER OCCURRENC \$2,000,000 PER OCCURRENC \$1,000,000 PER OCCURRENC \$1,000,000 PER OCCURRENC	E/CLAIM E/CLAIM E/CLAIM		
YES	11.	MISCELLAN						\$100,000 PER OCCURRENCE		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT					\$1,000,000 BI/PD EACH OCCU UNINSURED MOTORIST (MCS			
NO	13.	MOTOR CARGO INSURANCE								
NO	14.	GARAGE LIABILITY				\$1,000,000 BODILY INJUF DAMAGE PER OCCU	,			
NO	15.	GARAGEKEEPER'S LIABILITY				\$500,000 COMPREHENSIVE \$500,000 COLLISION				
NO	16.			AILEE'S INSURA	NCE			\$		
NO	17.	DISHONEST		D				\$		
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 POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 22. 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 HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

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: \_\_\_\_\_