

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Installation Services for Federally Funded Cable Networking** as specified herein. Proposals must be received by **2:00 p.m. on January 24, 2024**. Late proposals will not be considered nor returned.

Deliver Proposals To:
Request for Proposals Number 3509
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 & Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751 or emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Questions may be faxed to 865.215.5778. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 **ACCEPTANCE:** Proposers shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible Proposer(s) meeting specifications, who present the Proposal that is in the best interest of Knox County. The County reserves the right to make a single award or a 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 that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

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

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

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8 **CONFLICT OF INTEREST:** Proposers 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. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.9 **COPIES:** Knox County requires that two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their hard copies an exact electronic version of their proposal in a SINGLE FILE on a flash drive.**
- 1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their Proposal being non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this Proposal, the Knox County Procurement Division **will not** accept electronically transmitted Proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet the stated specifications.
- 1.15 **NEW MATERIAL:** Unless specified otherwise in the proposal package, the vendor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Vendor submission of other than new materials may be cause for the rejection of their proposal.
- 1.16 **NON-COLLUSION:** Proposers, 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 will utilize a Purchase Order for placing an order for products and/or services. 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. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Proposers are advised that approximately thirty (30) days is required to process invoices for payment.

- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.
- 1.20 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, 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 proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- 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.**
- 1.21 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:
- 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 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 no later than **January 5, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "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 and Title IX.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to complete the Proposal forms contained in the Proposal package. Failure to complete the Proposal forms may result in proposal rejection.
- 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 proposers list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." 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 electronically less than twenty-four (24) hours prior to the proposal closing 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 **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:** Vendor 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 Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION--HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment D Iran Divestment Act/ No Boycott of Israel.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Attachment D Iran Divestment Act/ No Boycott of Israel
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response to Request for Proposals, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right off, set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Proposer hereby acknowledges, by submission of its proposal and signature that it is current in its respective federal, state, county, and city taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 TERMINATION: County may terminate this agreement with or without cause at any time upon thirty (30) calendar days written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 WARRANTY: Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. 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 convey to prospective Proposers the general type and quality of qualified service providers for the Installation Services for Federally Funded Cable Networking as required by Knox County Schools (KCS). Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 ACCEPTANCE: Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 ADDITIONS OR DELETION OF SERVICES: Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 ADHERENCE TO CODES: All work shall comply with codes, guidelines, standards, et cetera of all authorities having jurisdiction. Vendor(s) shall pay for all permits and licenses required. Knox County and/or KCS **will not** be billed for any such permits and/or licenses.

3.5 AWARD LENGTH: Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended four (4) additional one (1) year options. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these 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.

3.6 CHANGES AFTER AWARD: It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service.

3.7 COMMUNICATION: The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: 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.

- 3.9 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.
- 3.10 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require Board of Education and/or Knox County Commission approval. The successful Vendor(s) may be required to be present at the meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). Knox County will draft the Contract. A sample contract is under Exhibit B for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted.
- 3.11 CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:
- 3.11.1** Provide competent supervision;
 - 3.11.2** Provide competent personnel;
 - 3.11.3** Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
- 3.12 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit criminal history records check at the Contractor'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. Proposers must submit with their proposals the completed Attachment E Criminal History Affidavit of Compliance.
- 3.13 CONTRACTOR CONSTRAINTS:** When applicable, the Contractor(s) shall be responsible for all licenses, fees, permits, codes inspections required for performance of the contract resulting from this Request for Proposals. All work is to be performed under this contract shall be provided at times convenient to Knox County Schools. Maintenance and installations may only be performed at times that do not interfere with daily operations of Knox County Schools and provide the least amount of interruption in other services.
- 3.14 DELIVERY TIME:** Proposers are to state the number of business days until delivery after receipt of a signed Purchase Order or authorization of Credit Card. Vendors shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendors must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days." Vendors must be specific and state either "30 business days" or "60 business days." If the vendor states a range of days, Knox County will base their answer on the maximum number of days provided.
- 3.15 DESTINATION AND INSIDE DELIVERY:** Proposers are to include all destination and inside delivery charges in their price. There shall not be a minimum order or delivery size. **There will be no extra hidden charges.**
- 3.16 ELECTRICAL REQUIREMENTS:** Knox County Schools requires that all equipment and accessories use electrical systems operating at 110-240 volts. The vendor(s) shall be responsible to notify KCS of any special electrical requirements for a device to be placed in service.
- 3.17 EMPLOYEE REGISTER:** Upon request, the vendor must furnish KCS a current employee register. This register must contain the Name, Employee Identification Number, Phone Number and Address of each employee.
- 3.18 ENERGY STAR:** Equipment meeting federal "energy star" guidelines are encouraged, and shall be noted, as meeting these standards. Alternates will be evaluated and may be awarded separately. Knox County Schools may use life cycle costing techniques to evaluate these criteria.

3.19 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Cost	40 Points
Technical Support Staff & Expertise	20 Points
Documented Warranty & Vendor Certification	15 Points
Corporate Experience & Capacity	15 Points
References	10 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.

3.20 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information 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 Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.21 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions within their submittal. A failure to indicate any exception(s) 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, Tab X of the submittal. **Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.**

3.22 **FCC APPROVAL:** Vendors shall only propose or use FCC approved equipment.

3.23 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.24 **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.

3.25 **IDENTIFICATION:** Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.26 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign Attachment C and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

- 3.27 INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.28 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail 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.
- The invoice must show the amount due to the Contractor by Knox County;
 - The invoice must show a summary of completed work;
 - Invoices are to be original and uniquely pre-numbered;
 - Invoices which do not show this information are subject to rejection.
- 3.29 INVOICING PROCEDURES & PAYMENT SCHEDULE:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated 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. Invoices must match the corresponding Purchase Order number. Bidders are hereby notified that invoices may take up to thirty (30) days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:
- Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org
- 3.30 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 variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.
- 3.31 LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract. Copies of all such licenses and/or permits are to be submitted in TAB IX of the Proposal.
- 3.32 MANUALS/DOCUMENTATION:** Upon request, vendors must be prepared to provide all manuals and documentation to support equipment or services accepted as a portion of the contract.
- 3.33 MATERIALS PROVIDED:** Any supplemental materials provided by the installer must be compatible and equivalent with the currently installed base of cabling used and serviced by KCS. **Unless otherwise specified all materials must be of a commercial grade or better.** The awarded Contract will be available to all County departments and campuses.
- 3.34 MINIMUM QUALIFICATION EXPECTATIONS:**
- 3.34.1** Respondent must address all submittal requirements as defined in Section V.
 - 3.34.2** Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.
 - 3.34.3** A Knox County business license is not required of any Respondent or proposed sub-contractor or sub-consultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.
- 3.35 MULTIPLE VENDORS:** Knox County reserves the right to select multiple vendors for this term proposal to insure that appropriate resources will be available to assure continuity in the event of multiple, simultaneous large projects or the cessation of business by one or more of the vendors.

3.36 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 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 an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.37 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.

3.38 NO CONTACT POLICY: After the date and time the proposer 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 Proposals is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.39 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the submission deadline or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposals.

3.40 ORAL PRESENTATION/INTERVIEW: Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. Due to the conditions surrounding the COVID-19 pandemic, these presentations/interviews may be conducted virtually through video conferencing.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.41 PRICE: The proposer(s) warrants that the price stated shall remain firm for a period of twelve (12) months from the first day of the original Contract period. If the Contractor's price is increased after the twelve (12) months, 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) following the original twelve (12) months. 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 done 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 proposal file. No approvals will be authorized verbally.

3.42 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.

3.43 PROPOSAL FORMAT: This solicitation is in the Request for Proposals (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.

- 3.44 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.
- 3.45 QUANTITIES:** Knox County does not guarantee any quantity of items and/or services will be purchased under this agreement. Purchase Orders will be issued on an as needed basis. Much of the funding to be used for these services is sought through federal funding. Consequently, the utilization of a particular contract may vary per fiscal year. The successful Vendor(s) is not guaranteed any work.
- 3.46 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.
- 3.47 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor 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.
- 3.48 SAFETY AND PROTECTION:** The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor(s) shall take all necessary precautions for the safety of, and shall 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. The Contractor(s) shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor(s). Knox County does not assume any responsibility for the protection/loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. 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.
- 3.49 SIGN-IN:** Vendors must sign the Vendor Check-In Log when visiting a campus where work is performed. Failure to sign-in will negate the Knox County Schools responsibility to pay the resulting invoice.
- 3.50 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **January 5, 2024 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.51 SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this bid and during the term of any subsequent contract for service.
- 3.52 TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SPECIFICATIONS

This section defines the systems, services, and practices that are required to facilitate the installation of SYSTIMAX Structured Cabling and other low-voltage cabling systems for Knox County and Knox County Schools (KCS). The successful proposer will be known as the "Contractor" for the purposes of the section of the Request for Proposals (RFP).

The contractor selected for these SYSTIMAX SCS installations must adhere to all SYSTIMAX design, engineering and installation procedures and utilize authorized SYSTIMAX components (provided by Knox County) in provisioning data communication projects. Other projects may have similar certification requirements that will be coordinated with the contractor.

- 4.1 COMPLETION OF WORK:** At the completion of the system, Contractor will restore to former condition, all aspects of the project site and on a daily basis, remove all waste/excess materials, rubbish debris, tools and/or equipment used in the services provided under a resulting Contract at no cost to Knox County or KCS. If the Contractor fails in its duties under this paragraph, KCS may upon notice to the Contractor perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Contractor. Knox County, through General Contractor, will provide a dumpster for Contractor's use. It will be the Contractor's responsibility to remove trash from areas working in and bring trash to the dumpster. Contractor will not use General Contractor's dumpsters/trash disposal without their prior consent.
- 4.2 FINAL DOCUMENTATION REQUIREMENTS:** The following documentation requirements apply to all projects. Documentation must be completed and submitted to KCS prior to invoicing. Upon completion of project, Contractor is to prepare "As-Built" engineering documentation showing site conditions and installation as constructed. One (1) electronic copy and three (3) print copies of this documentation must be submitted to KCS. In addition, Contractor is to provide cable records/assignments, complete testing/certification data, and Systimax Certification and Warranty Documentation.
- 4.3 GENERAL CONTRACTOR RESPONSIBILITIES:** At their own expense, the Contractor(s) shall acquire and maintain all certifications and training required to complete Certified Installation as required in this RFP, provide qualified supervision at all installation sites, provide certified and qualified installers, take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence, perform work without unnecessarily interfering with School activities or other contractor(s), be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the contractor's expense. Upon completion and before making application for acceptance of the work, the contractor(s) shall clean the work-area of all rubbish, temporary structures and equipment, and be responsible for maintaining the work area in such a manner that the public and Knox County staff may continue to work in the facility.
- 4.4 INSPECTION:** Ongoing inspections will be performed during construction by the Project Manager and/or the SCS System Manager. All work is to be performed in a high quality manner and overall appearance will be clean, neat and orderly. The following will be examined and is to comply satisfactorily:
- Is the design documentation up-to-date?
 - Are all cables properly labeled, from end-to-end?
 - Have all terminated cables been properly tested in accordance with the specifications for the specific category as well as tested for opens, shorts, polarity reversals, transposition and presence of AC and/or DC voltage?
 - Is the cable type suitable for its pathway?
 - Are the cables bundled in parallel?
 - Have the pathway manufacturer's guidelines been followed?
 - Are all cable penetrations installed properly and fire stopped according to code?
 - Have the Contractors avoided excessive cable bending?
 - Have potential Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) sources been considered?
 - Is cable fill correct? Are hanging supports within 1.5 meters (5 feet)?
 - Does hanging cable exhibit some sag?
 - Are telecommunications room terminations compatible with applications equipment?
 - Are connectors properly turned right side up in the Jack Panels without cables wrapped or twisted around the Mounting Collars?

- Have the correct outlet connectors been used?
- Have outlets been wired correctly?
- Is the cable jacket appropriately maintained up to the outlet?
- Are identification markings uniform, permanent and readable?

4.5 INSTALLATION: The following specifications are in relation to installation of the awarded Contractor(s):

4.5.1 General Installation Considerations: The following are considerations for Contractor(s) in reference to installation.

- Only authorized employees of the Contractor are allowed on the premises of Knox County buildings. Contractor employees are not to be accompanied by any person unless also an authorized employee of the Contractor. All employees must wear a company uniform, identified with the Company name at all times.
- Should a site-based administrator (designated representative) request a cessation of work, work shall immediately stop. Vendor is to immediately call the KCS Network Administrator or Contract Administrator in charge of the project for further instruction.
- Changes in scope cannot be directed by architects, engineers, and/or on-site administrators. Should an architect, a representative of the General Contractor, or a site-based administrator request a change of scope of the project, such request is to be reported to the Knox County School Network Installation contract administrator prior to any changes being affected. Revisions must be confirmed in writing from Knox County School Network Administration prior to any alteration in the scope or planned deployment of the project.
- Contractor, once activities begin on-site, will be under the direction of Knox County and the Contractor's personnel and sub-contractors are to abide by the authority of Knox County's Project Manager and Site Superintendent on matters related to operation at the site.
- All Knox County campuses are smoke-free. Employees found smoking on-site will be removed from the project.
- As necessary, the Contractor may be required to attend Construction Progress meetings in partnership with Knox County. Typically, the projects on-site lead will be able to represent the Contractor, however, Project Management and/or Project Engineering personnel may be required to attend as well.
- Contractor acknowledges that if work may be performed in a building still under construction and therefore Contractor's staff must adhere to OSHA worksite regulations, and any other federal, state, local laws and ordinances, and Contractor will be responsible for fines or other penalties resulting from any violation thereof.
- It will be the responsibility of the Contractor to inventory and secure all materials upon their transfer and arrival at the site. The Contractor will assume the risk of loss and/or damage for materials while in the possession/under control of Contractor. All materials at the site are considered under the control of Contractor until final acceptance by Knox County.
- Use of site resources such as elevators, utilities, and other campus resources, and the coordination of such usage by Contractor and General Contractor's sub-contractors shall be coordinated with project management, campus administration or other designated Knox County personnel. Considerations for the use of these resources will include but are not limited to cost of connection to and use of facilities, safety issues, trash removal and site cleanliness, and site security. This does not allow vendors to utilize on-site trash bins paid for by KCS and vendors are responsible for the removal and disposal of waste or debris.

4.5.2 Project Direction: Prior to the execution of the installation, the Contractor will provide Knox County Schools with the name of the Project Manager. The Project Manager will have the following responsibilities to Knox County Schools:

- Be single point of contact to speak for the Contractor and to provide communication to KCS
- Initiate & coordinate tasks with KCS, General Contractor, architect and others specified by KCS
- Provide day-to-day direction and on-site supervision of Contractor personnel
- Ensure conformance with all Contract provisions

4.5.3 Execution of Installation: Installation is to be done in conformance with TIA/EIA568-C TIA-568-C or current standards in compliance federal and local standards and current Systemax Solutions Design and Installation guidelines. Specifications currently in use by KCS include Systemax Solutions GigaSPEED, GigaSPEED X10D Solution Design and Installation Guidelines, June 2015. The wiring system components of KCS shall comply with Systemax and other applicable product specifications.

- **Workmanship:** Components of the SCS system and all other deployed systems are to be installed in a neat, workmanlike manner. Wiring color codes shall be strictly observed and terminations shall be uniform throughout the system. Identification markings and systems shall be uniform. TIA/EIA568-B wiring codes shall standardize all SCS wiring.
- **Pulling Tensions:** Contractor is to ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities. Failure to follow appropriate guidelines will result in the Contractor providing the additional material and labor needed to rectify the situation. This will also apply to any/all damages sustained to the cables by the Contractor during the implementation.
- **Bonding and Grounding:** Contractor is responsible for providing an approved ground at all newly installed distribution frames, and/or insuring proper bonding to any existing facilities. Contractor is also responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes, and framework. All grounds are to consist of #6 AWG Copper wire and shall be supplied from an approved building ground and bonded to the main electrical ground. Grounding must be in accordance with the NEC, NFPA and all local codes and practices.
- **Penetrations of Floors, Walls, and Ceilings:** Contractor shall make no penetration of floors, walls or ceiling without the prior consent of the Architect and General Contractor. Sealing penetrations where penetrations through acoustical walls or other walls for cableways have been provided for the Contractor or made by the Contractor, such penetrations are to be sealed by the Contractor in compliance with applicable code requirements and as directed by KCS. Where penetrations through fire-rated walls for cableways have been provided for the Contractor, or made by the Contractor, such penetrations will be sealed by the Contractor as required by code and as directed by KCS. Contractor will, prior to the commencement of on-site activities, submit to KCS for review by its Architect, details of any special systems to be used. All fire protection codes must be met for use and installation of Fire Protective Penetration Devices. In many instances, Knox County will specify advanced cable firestopping systems such as STI's EZ-Path Fire-rated Pathway.

The Contractor, at their expense, must be prepared to acquire any training, tools, and/or certifications necessary to install the selected devices in floor, wall, and/or ceiling penetrations and ensure code compliant installations.

- Contractor will not place any distribution cabling alongside power lines or share the same conduit, channel or sleeve with an electrical apparatus.
- Contractor shall provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire molding (MC & TR locations), miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the system.
- It will be the responsibility of Contractor to furnish any special installation equipment or tools necessary to properly complete the system. Tools shall include, but are not limited to tools for terminating cables, testing and splicing equipment for balanced twisted pair/fiber cables, communication devices, jack stands for cable reels, cable wenchers.
- Contractor is responsible for printed labels for all cables and cords, distribution frames, and outlet locations, according to KCS specifications i.e., 2N-001-V, 2N-001-D1, 2N-001-D2 at the time of delivery. Labels shall not be written by hand.
- Contractor will not roll/store cable reels without appropriate underlay and prior approval of KCS.
- Contractor will maintain conductor polarity (tip and ring) identification at main equipment room (switch room), risers/station connecting blocks in accordance with industry practices, but only in locations authorized by company's General Contractor, Consultant Company, and Architect.

4.5.4 Horizontal Cabling: Horizontal Cabling Contractor shall install horizontal cables to connect each telecommunications outlet to the backbone sub-system on the same floor. Unless otherwise noted on the floor plans or within this document, the type of horizontal cables used for each work location shall be 4-pair unshielded twisted pair (UTP). The 4-pair UTP cables shall be run using a star topology format from the administration sub-system (Telecommunications Room) on each floor to every individual Telecommunication Outlet. All cable routes to be approved by KCS prior to installation of the cabling. The length of each individual run of horizontal cable from the administration subsystem (Telecommunications Room) on each floor to the Telecommunication Outlet shall not exceed two hundred ninety-five (295) feet. (90 m). Contractor will observe the bending radius and pulling strength requirements of the 4-pair UTP cable during handling and installation. Each run of cable between the termination block and the telecommunications outlet shall be continuous without any joints or splices. In suspended ceiling and raised floor areas where walker duct, cable trays or conduit are not available, the Contractor shall bundle station wiring with plastic cable ties at appropriate distances.

The cable bundling shall be supported via “J” hooks attached to the existing building structure and framework. “J” hooks should not be installed in such a manner to disrupt any adhesive fire protective materials. Plenum cable will be used in all appropriate areas. If the interior of walls is not obstructed, the Contractor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, Contractor shall secure approval by KCS prior to the use of an alternate method. Every effort will be made to schedule the requirements under this Contract in such a manner so as to complete all above ceiling work prior to ceiling tile installation. In the event Contractor is required to remove ceiling tiles, such Work shall not break or disturb grid and must be coordinated with the General Contractor. Contractor shall provide KCS with detailed cable run diagrams for cable runs within raised floors detailing exact locations of cable for review and approval by KCS after coordination with other contractors, architect and general contractor. Conduit runs installed by the contractor should not exceed 100 feet or contain more than two 90-degree bends without utilizing appropriately sized pull boxes. Station cables and tie cables installed within ceiling spaces shall be routed through these spaces at right angles to electrical power circuits.

- Work Location Telecommunications Outlet Install outlets as shown on drawings and/or as directed by Knox County Schools

4.5.5 Riser Backbone: Contractor will install the transmission media and terminating hardware to provide interconnection between the MDF and each IDF in a star topology. All cable routes to be approved by Knox County Schools prior to installation. All fibers will be run in innerduct and terminated in the IDFs with supplied materials. Adequate riser sleeve/slot space is available and/or re-enterable in all IDFs such that no drilling of additional sleeves is necessary. Contractor shall run the riser cables in a star topology, terminated in the equipment room at one end and in the administration subsystem at the other end. Riser and tie cables shall be extended between IDFs utilizing the inter-floor conduit sleeves. The cable shall support voice and data applications. Contractor shall observe the bending radius and pulling strength requirements of all backbone cables during handling and installation.

4.5.6 Campus Backbone: Contractor is to install transmission media and terminating hardware to provide inter-building communications facility. All cable routes are to be approved by KCS prior to installation. The cable distribution system shall be aerial, buried, underground or any combination thereof. Contractor is responsible for identifying the existing cable plant and providing records specifying the pair counts and services that are presently in use. It will be the responsibility of the Contractor to secure any permits required for the construction of the outside plant. It is the responsibility of the contractor to stake all areas along the cable route forty-eight (48) hours prior to any trenching or digging. Contractor is responsible for restoring any disturbed earth to its original condition. A reasonable effort includes any landscaping, seeding, or replacement of shrubbery that is required to properly restore the area. If settling occurs, the installation Contractor is responsible for secondary restoration, if needed.

4.5.7 Installation of Equipment or Electronics: Contractor will be capable of mounting equipment or electronics exactly as directed. Generally, Knox County will install electronics. In the event any variance is deemed necessary, Contractor must secure the approval of the District Project Manager.

4.6 KNOX COUNTY RESPONSIBILITIES:

4.6.1 Site Access: Building access shall be arranged through KCS. Parking on-site may be available. Contractor(s) will coordinate all site activities with the District Network Administrator.

4.6.2 Provisioning of Materials: KCS will provision material(s) for specified contracted projects. The following considerations shall apply to the provisioning of materials:

- KCS will provide a listing of materials provided. Some of these materials may include but is not limited to cable, fiber, jacks, patch panels, conduit, cable management systems, consumables, and all reasonable components required
- Contractor(s) are to review the materials provided by KCS. KCS must be notified if any significant materials are needed prior to project start-up. Once the project enters the installation phase it is assumed that an appropriate amount of materials to complete the project have been provided.
- It is the responsibility of the Contractor(s) to ensure that materials are used in the most cost-effective manner. Installations should be managed in such a manner that waste is minimal.
- It shall be the responsibility of the Contractor(s) to provide all miscellaneous materials necessary for a complete and functioning System. All materials must be new and all materials must be Systemax compliant.

- Should materials in excess of the estimates provided prove to be necessary, they may be provided at an additional agreed upon cost to KCS and Knox County
- Contractor(s) shall maintain an accounting of all materials used in the proposed project, including any materials provided by the Contractor. This documentation shall be included as part of the final project documentation.
- Excess materials shall be returned to KCS at the conclusion of the project and prior to invoicing.

4.7 PRE-INSTALLATION ACTIVITIES: The following activities may be required prior to project start-up. There should be no additional charge for completion of these activities.

4.7.1 Design Development Meetings: As necessary, Contractor(s) may be required to attend Design Development meetings in partnership with KCS. Typically, local Corporate Management and/or Project Engineering personnel will need to be represented. There will be no charge for attending Design Development meetings.

4.7.2 Project Start-up Walk-Through: As necessary or requested by Knox County and as provided elsewhere in this Contract, prior to starting the installation, the assigned installation supervisor, or lead technician, shall participate in walk-through of the site with Knox County representatives, the General Contractor and Architect to review and verify the engineering / installation documentation, verify that all construction necessary for the installation has been completed, and verify all installation methods and cable routes.

4.8 PROJECT ENGINEERING: For the purpose of this solicitation, Project Engineering is defined as having the certification of a RCDD Engineer. Project Engineering shall be provided for new construction projects or major renovation projects.

4.8.1 Planning Meetings / Schedule: An initial planning meeting will be held with the successful proposer to clarify all requirements (systems, services, distribution methods, etc.), identify responsibilities, schedule the events that will transpire during the implementation of the project, and within two (2) weeks of the initial meeting, the contractor shall provide a written report and project schedule to clearly document the events and responsibilities associated with the project.

4.8.2 Designs & Review: In order to start the initial engineering phase, Knox County Schools shall provide the Contractor with one (1) clearly readable, up-to-date scale copy of all architectural, electrical, and mechanical drawings, two (2) weeks prior to the commencement of any engineering design activities. KCS will allow for one (1) week to review the diagrams by the Contractor(s) and allow one (1) week for KCS to answer any queries pertaining to the Contractor's review. In reviewing such drawings Contractor shall be obligated to make an on-site inspection with Knox County Schools and its General Contractor for on-site verification of access routes for cabling and other matters.

4.8.3 Submission of Proposed Wiring Solution: Upon completion of the initial engineering stage, the Contractor shall provide two (2) draft copies of engineering documentation for review and approval by KCS. This documentation will include but is not limited to a detailed drawing of the MC (Main Cross-connects), a drawing of each IC (Intermediate Cross-connects) and a drawing of each TR (Telecommunication Room).

- Knox County Schools will review the submitted engineering documentation within a two (2) week period. If no revisions are required, the submitted documentation shall be formally accepted in writing by KCS. Any revisions shall be completed by the Contractor(s) within a two (2) week period and re-submitted for review.

4.8.4 Drawing & Diagrams: Upon completion of final engineering and incorporation of Knox County review comments, the Contractor(s) may be required to provide Knox County with the following documentation:

- Main Distribution Frame(s), Intermediate Distribution Frame(s), and Demarcation Point Diagram(s) which are to include but should not be limited to cable routing, position of all major components, detailed layout of the wall field and a labeling plan
- Work Area Floor Plans which shall include: detailed cable routes, and approved labeling plan(s) for all work areas
- Cross-connect documentation which includes records for voice, video and data devices.
- Riser Distribution Plan
- Cable tray, conduit, and raceway Plans
- Campus Distribution Plan (if applicable)

- Documentation may be submitted in either a standard electronic format and/or in “D” size (24”x36”) or “E” size (30”x42”) print formats as requested by Knox County Schools.

4.9 SYSTEMS INCLUDED: The Vendor(s) shall submit a Proposal for Installation Labor only for low-voltage structured cabling and/or fiber data communication systems and other systems as follows:

4.9.1 Systemax Data Systems: The Labor offered and quoted, shall result in a system compliant with all features and facilities by CommScope Technologies for a Systemax Structured Cabling System.

- The Contractor must hold all appropriate Systemax Certifications required to complete, certify and warranty the system.
- It is understood that Knox County Schools will provide the majority of the materials required to deploy Certified Systemax Copper and Fiber Structured Data Communications Systems.
- Additional materials provided by the Contractor must adhere to Systemax® SCS requirements.
- KCS requires the installation of cabling to support Systemax Structured Cabling Systems that include both Copper and fiber systems.
- Contractor should indicate any experience or certifications that are material to the installation of Systemax Structured Cabling Systems.

4.9.2 Interactive Television Systems: Interactive television systems will be deployed using either data communications cabling or Coax cabling in a Star configuration.

- These systems are typically deployed concurrently and in consort with the Structured Communications System and share space in information outlets and the associated faceplate.
- As part of the contract resulting from this RFP, Knox County shall, at its discretion, require the installation of cabling to support a proposed Interactive Television or IP Video Systems.
- Contractor(s) should indicate any experience or certifications that are material to the installation of Interactive Televisions Systems.

4.9.3 Telecommunication Systems: Many Knox County School sites continue to utilize standard telecommunications systems.

- As part of the contract resulting from this RFP, Knox County may, at its discretion, require the installation of cabling to support Telecommunications Systems.
- Contractor(s) should indicate any experience or certifications that are material to the installation of Telecommunications Systems.
- Labor for the deployment of Telecommunications systems is requested as a matter of information and convenience to Knox County Schools and will have no bearing on the selection of the successful proposer for Systemax SCS and other eligible systems.

4.9.4 Intercom Systems: Intercom systems are used to facilitate communications across a campus.

- The Contractor should indicate any experience or certifications that are material to the installation of Intercom Systems.
- As part of the contract resulting from this RFP, Knox County may wish to include a labor proposal to support the installation of cabling to support Coax and/or IP-based Intercom Systems.
- Labor for the deployment of Intercom systems is requested as a matter of information and convenience to Knox County Schools and will have no bearing of the selection of the successful proposer for Systemax SCS and other eligible systems.

4.9.5 Security Camera Systems: KCS utilizes a variety of Coax or IP-based Security Camera systems.

- Contractor(s) should indicate any experience or certifications that are material to the installation of Security Camera Systems.
- As part of the contract resulting from this RFP, Knox County may wish to include a labor proposal to support the installation of cabling to support Coax and/or IP-based Security Camera Systems.
- Labor for the deployment of Security Camera Systems is requested as a matter of information and convenience to Knox County Schools and will have no bearing on the selection of the successful proposer for Systemax SCS and other eligible systems.

4.9.6 Fire Alarm Systems: Knox County Schools deploys Fire Alarm Systems in new construction and major renovations.

- Contractor(s) should indicate any experience or certifications that are material to the installation of Fire Alarm Systems.
- As part of the contract resulting from this RFP, Knox County may wish to include a labor proposal to support the installation of cabling to support Coax and/or IP-based Security Camera Systems.
- Labor for the deployment of Fire Alarm Systems is requested as a matter of information and convenience to KCS and will have no bearing on the selection of the successful proposer for Systimax SCS and other eligible systems.

4.10 TESTING AND WARRANTY: Contractor will be responsible for testing all voice, video, and data communications cable and/or fiber systems prior to the completion of the project. Testing requirements include but are not limited to tests required by CommScope/Systimax SCS for warranty certification and Balanced Twisted Pair Cable Testing. Testing of all balanced twisted pair wiring shall be performed prior to system cutover.

- One hundred percent (100%) percent of horizontal and riser wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage.
- Voice/data horizontal wiring pairs will be tested from the telecommunications outlet to the TR.
- The Category 3 cable runs are to be tested for conformance to the specifications of TIA/EIA568-C Category 3.
- The Category 5E cable runs are to be tested for conformance to the specifications of TIA/EIA568- C Category 5E
- The Category 6 cable runs are to be tested for conformance to the specifications of TIA/EIA568-C Category 6.
- Category 5E, Category 6, and Category 6A horizontal cables are to be tested according to test-set manufacturer's instructions utilizing the latest firmware and software. Testing will include all electrical parameters as specified in the current and applicable Systimax Installation Guide. Any pairs not meeting standards requirements will be brought into compliance by the Contractor, at no charge to KCS.
- Complete end-to-end test results must be submitted to Knox County Schools.

4.10.1 Optical Fiber Cable Testing: Fiber testing to be done on all fibers in the end-to-end system.

- Testing to consist of a bi-directional end-to-end OTDR trace performed per TIA/EIA455-61 or a bidirectional end-to-end power meter test performed per TIA/EIA455-53A.
- The system loss measurements are to be provided at 850 and 1310 nanometers for multimode fibers and 1310 and 1550 for single mode fibers.
- Test all light guide cable prior to installation of the cable. Contractor will assume liability for replacement of the cable if it is found defective at a later date.
- Fiber links will have a maximum loss of: $(\text{Allowable cable loss per km})(\text{km of fiber in link}) + (.4\text{dB})(\text{number of connectors}) = \text{maximum allowable loss}$. Mated connector-to-connector interface is a single connector for the purpose of this RFP. Loss numbers for the installed link are calculated by taking the sum of the bi-directional measurements and dividing that sum by two (2). Links not meeting requirements will be brought into compliance by the contractor, at no charge to KCS.
- Documentation shall be provided in both electronically and in print to KCS

4.10.2 Manufacturer Warranty: Contractor shall provide a twenty-five (25) year Systimax Solutions Structured Connectivity Solution Extended Product Warranty and Application Assurance Certification Documentation for all Systimax SCS systems installed.

4.10.3 Additional Warranty: State any additional Contractor-supplied or Manufacturer's warranty associated with any installed systems.

4.10.4 Final Acceptance: Final acceptance will not occur until the work completed has been fully tested and is fully functional. Final acceptance will be determined by Knox County Schools and will be in writing.

SECTION VI REQUEST FOR PROPOSALS FORMAT

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

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **LETTER AUTHORIZING THIS PROPOSAL:**
Include cover letter authorizing the submission of the proposal **signed** by the principal of the company.

TAB II **VENDOR INFORMATION:**

- Vendor Name;
- Address, Telephone Number;
- Primary contact person with direct email address and phone number;
- Knox County Vendor Number;
- Knox County Business License (if Applicable)
- Taxpayer Identification Number (EIN)
- State whether you will accept payment via credit card (VISA)
- Acknowledgement of Addenda (if applicable).

TAB III **COST: (40 POINTS)**

- Vendor is to complete and use the attached **Cost Form (Attachment A)** to list only labor rates. Vendor is to include a catalog price list for all materials proposed. Detail any additional costs in an itemized manner.
- Cost proposals must include all direct and indirect costs associated with the system. Pricing must include all expenses, and any shipping cost. There will be no reimbursement for any such charges.

TAB IV **TECHNICAL SUPPORT STAFF & EXPERTISE: (20 POINTS)**

- Provide the resume or a detailed biography of direct contact to be assigned to the Knox County account specifically relating to technical and/or project management questions. Include number of years with the company and number of years in the IT field, any experience of a similar scope and size.
- List additional technical support staff that are to help with Knox County account and list qualifications and a brief biography of each. Provide no more than five (5) additional staff.

TAB V **DOCUMENTED WARRANTY & VENDOR CERTIFICATION: (15 POINTS)**

- Provide a product warranty (in number of days) and applications assurance per Section 4.
- Provide proof (signed letter/statement or equivalent) that your company is a certified installer with Systemax and can provide testing required for support of twenty-five (25) year Systemax warranty.

TAB VI **CORPORATE EXPERIENCE & CAPACITY: (15 POINTS)**

- Provide any information that documents your firm's qualifications to produce the required outcomes, including its ability, capacity, skill and financial strength.
- List total number of service technicians certified to provide work for your company.
- Include a brief company history.

TAB VII **REFERENCES: (10 POINTS)**

- Vendor must provide with their submittal three (3) relevant references of similar work completed in the last five (5) years. References submitted are to be accompanied with current contact information including name, email address and phone number. Failure for references to respond to inquiries may result in a deduction of possible points. **Note:** Vendor **must not** list Knox County or KCS as a reference. Attach the completed reference sheet (Attachment B).

TAB VIII **OTHER INFORMATION:**

Proposers may include under this tab any other information deemed pertinent to this solicitation.

TAB IX **ATTACHMENTS:**

- Attach the completed Insurance Checklist (Attachment C)
- Attach the completed Iran Divestment Act/No Boycott of Israel (Attachment D)
- Attach the completed Criminal History Records Check (Attachment E)
- Attach the completed Drug Free Records Check (Attachment F)
- Attach the Non-Collusion Affidavit (Attachment G)

TAB X **EXCEPTIONS:**

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

Failure to provide any of the above information may result in the provider being disqualified from this process.

Knox County requests all submittals be concise and not include additional advertisement or other information not relative to the requirements or specifications of this Request for Proposals.

ATTACHMENT A
COST
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3509

VENDOR NAME: _____

Schedule 1 - Services Federally funded under <u>Davis-Bacon Act</u> - Knox County Schools provides material(s)				
Item	Description	Cost / Hour	Hours Required	Cost of Task
1	Installation of Data/Voice/Coaxial Cabling - Horizontal Runs	\$		\$
2	Installation per 6-Strand Feeder Cable or Riser Bundle	\$		\$
3	Installation per 12-Strand Feeder Cable or Riser Bundle	\$		\$
4	Installation per Hybrid Feeder Cable or Riser Bundle	\$		\$
5	Installation of Conduits (Up to 10' Section)	\$		\$
6	Installation of Cable Trays (Up to 10' Section)	\$		\$
7	Installation of "J" Hook Supports (Up to Twelve (12) Hooks)	\$		\$
8	Installation of Innerduct (Fiber Pathway) in Existing Cable Tray	\$		\$
9	Installation of Wall Penetration	\$		\$
10	Installation of a new Advanced Fire Protective Device Penetration i.e. EZPath	\$		\$
11	Replacement of Existing Penetration with an Advanced Fire Protective Device	\$		\$
12	Penetration i.e. EZPath	\$		\$
13	Installation of Racks - Mounted or Free-Standing Floor Cabinet	\$		\$
14	Patch (Install & Configure) Wall- Mounted or Free-Standing Network Cabinet	\$		\$
15	Removal of Existing Data Communications or Coaxial Cables	\$		\$
16	Installation of Wireless Access Point	\$		\$
17	Installation of Network Switches	\$		\$
18	Reconfigure/Move Patch Panel & Test	\$		\$
19	Removal of Wireless Access Point	\$		\$
20	Removal of Network Switch	\$		\$
21	General Davis-Bacon Labor	\$		\$

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
COST
REQUEST FOR PROPOSALS NUMBER 3509

VENDOR NAME: _____

Schedule 2 - Services Federally funded under <u>Davis-Bacon Act</u> - Contractor(s) provides material(s)				
<u>Item</u>	<u>Description</u>	<u>Cost / Hour</u>	<u>Hours Required</u>	<u>Cost of Task</u>
1	Installation of Data/Voice/Coaxial Cabling - Horizontal Runs	\$		\$
2	Installation per 6-Strand Feeder Cable or Riser Bundle	\$		\$
3	Installation per 12-Strand Feeder Cable or Riser Bundle	\$		\$
4	Installation per Hybrid Feeder Cable or Riser Bundle	\$		\$
5	Installation of Conduits (Up to 10' Section)	\$		\$
6	Installation of Cable Trays (Up to 10' Section)	\$		\$
7	Installation of "J" Hook Supports (Up to Twelve (12) Hooks)	\$		\$
8	Installation of Innerduct (Fiber Pathway) in Existing Cable Tray	\$		\$
9	Installation of Wall Penetration	\$		\$
10	Installation of a new Advanced Fire Protective Device Penetration i.e. EZPath	\$		\$
11	Replacement of Existing Penetration with an Advanced Fire Protective Device	\$		\$
12	Penetration i.e. EZPath	\$		\$
13	Installation of Racks - Mounted or Free-Standing Floor Cabinet	\$		\$
14	Patch (Install & Configure) Wall- Mounted or Free-Standing Network Cabinet	\$		\$
15	Removal of Existing Data Communications or Coaxial Cables	\$		\$
16	Reconfigure/Move Patch Panel & Test	\$		\$
17	Removal of Wireless Access Point	\$		\$
18	Removal of Network Switch	\$		\$
19	General Davis-Bacon Labor	\$		\$

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3509**

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. 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 Government or Knox County Schools as a reference.

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3509
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.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per-Accident)</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per-Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	BODY INJURY (Per-Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)														
X	ANY AUTO-SYMBOL (1)																																						
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BODY INJURY (Per-Person)																																							
BODY INJURY (Per-Accident)																																							
PROPERTY DAMAGE (Per-Accident)																																							
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																																				
		<table border="1" style="width: 100%;"> <tr> <td style="width: 40%;">CLAIM MADE</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">OCC</td> <td style="width: 10%;">UR</td> <td style="width: 20%;">EACH OCCURRENCE</td> <td style="width: 10%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>MED EXP (Per person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	CLAIM MADE	X	OCC	UR	EACH OCCURRENCE	\$ 1,000,000					FIRE LEGAL LIABILITY	\$ 100,000	GEN'L AGGREGATE LIMITS APPLIES PER				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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				GENERAL AGGREGATE	\$ 2,000,000																																		
				PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 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																																				
NO	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	\$2,000,000																																				
NO		PROFESSIONAL LIABILITY																																					
NO	10.	<table border="1" style="width: 100%;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS & ENGINEERS</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td>ASBESTOS & REMOVAL LIABILITY</td> <td></td> </tr> <tr> <td></td> <td>MEDICAL MALPRACTICE</td> <td></td> </tr> <tr> <td></td> <td>MEDICAL PROFESSIONAL LIABILITY</td> <td></td> </tr> </table>		ARCHITECTS & ENGINEERS			ASBESTOS & REMOVAL LIABILITY			MEDICAL MALPRACTICE			MEDICAL PROFESSIONAL LIABILITY		<table border="1" style="width: 100%;"> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM	\$2,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM																				
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\$1,000,000 PER OCCURRENCE/CLAIM																																							
\$1,000,000 PER OCCURRENCE/CLAIM																																							
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																				
NO	13.	MOTOR CARGO INSURANCE																																					
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																				
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																				
NO	17.	DISHONESTY BOND	\$																																				
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																				
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																				

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

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 and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

**ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS NUMBER 3509**

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 on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

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.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

**ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3509**

**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 a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 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 F

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

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

I, _____, President or other Principal Officer of
_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this 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, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE {COUNTY OF _____ }

Subscribed and sworn before me by _____,
President or Principal Officer of _____,

On this _____ day of _____, 2____.

Notary Public

My Commission expires: _____

**ATTACHMENT G
Non-Collusion Affidavit**

Non-Collusion Affidavit State of _____ County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, the firm that has submitted the attached Proposal; (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal; (3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____ Title

Subscribed and sworn to before me this _____ day of _____, 2016.

Title

My Commission expires _____

**EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3509**

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The 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.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act

Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension

A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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 federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.

(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT B
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the “County” and (Contractor Name) hereinafter referred to as “Contractor”.

Whereas, the County requested proposals for Installation Services for Federally Funded Cable Networking for Knox County Government and Knox County Schools (Request for Proposals #3509) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals’ specifications and the Contractor’s proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of April 2024 and ends upon the 31st day of March 2025 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County’s Request for Proposals for Installation Services for Federally Funded Cable Networking per the Contractor’s response to Request for Proposals #3509; pursuant to all payments being subject to the County’s review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Installation Services for Federally Funded Cable Networking pursuant to Request for Proposals #3509.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Installation Services for Federally Funded Cable Networking detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Installation Services for Federally Funded Cable Networking in any fiscal year or insufficient funds exist to provide the 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.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal 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 the Installation Services for Federally Funded Cable Networking, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. 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.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract 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 form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. 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.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, 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 Contract.

14. Contractor shall indemnify, defend, save and hold harmless, 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 Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Installation Services for Federally Funded Cable Networking for the County in accordance with Request for Proposals #3509.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Request for Proposals #3509
- B. Contractor's Response to Request for Proposals #3509

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

BOARD CHAIR

Date: _____

KNOX COUNTY GOVERNMENT

MAYOR – Signature

GLENN JACOBS
MAYOR

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO. _____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

LAW DIRECTOR – Signature

LAW DIRECTOR – Printed Name

Date: _____

VENDOR

AUTHORIZED SIGNATURE

VENDOR – Printed Name

CONTRACTOR
COMPANY NAME

Date: _____