

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Prisoner Transport Services** as specified herein. Proposals must be received by **2:00 p.m. on January 25, 2024**. Late proposals will be neither considered nor returned.

**Deliver Proposals to:
Proposal Number 3510
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865-215-5754. Questions may be emailed to robert.mackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 ALTERNATIVE PROPOSALS: Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

1.4 AUDIT HOTLINE: Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

1.5 AWARD: Award will be made to the most responsive, responsible proposer meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an item-by-item basis, an all-or-none basis or by multiple award, whichever is in the best interest of the County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 BUSINESS OUTREACH PROGRAM: Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

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

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

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

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

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director or his designee.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.8 CONFLICT OF INTEREST: Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.9 COPIES: Knox County requires that proposals be submitted as one (1) marked original and one (1) exact copy. An electronic copy, in one complete file, is also requested on a flash-drive.

1.10 DECLARATIVE STATEMENTS: Any statement or words (eg: must, shall, will etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.

1.11 ELECTRONIC TRANSMISSION OF PROPOSALS: Knox County's Procurement Division **will not** accept electronically transmitted proposals when responding through the county's online Procurement system for this procurement. Facsimile and email submission are strictly prohibited. All proposals must be mailed or delivered by hand.

1.12 HOW TO DO BUSINESS: Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in subsection 1.1 of this document.

1.13 INCURRED COSTS: Knox County will not be responsible for any costs incurred by the proposers in the preparation of their proposal.

1.14 MULTIPLE PROPOSALS: Knox County will consider multiple proposals that meet specifications.

1.15 NON-COLLUSION: Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 PAYMENT METHOD: Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

1.17 POSSESSION OF WEAPONS: All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor must provide personnel who are bonded to bear said weaponry.

1.18 PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of 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 furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposers' ability.
- 1.20 **PROPOSAL DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposers to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **January 11, 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 signing the proposal document, the proposer 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 **TERM AGREEMENT:** If this proposal results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.
- 1.26 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.27 **USE OF PROPOSAL FORMS:** Proposers are to complete and return the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.28 **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.
- 1.29 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on “Online Vendor Registration.” Proposers must be registered with the Procurement Division prior to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.
- 1.30 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring, or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.
- 2.8 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance, or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Vendors response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its proposal or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS, AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective proposers the general type, character and quality of Prisoner Transport Services desired by Knox County and the Knox County Sheriff's Office (KCSO). Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services and/or locations to this agreement or delete goods and/or services and/or locations as required. Knox County shall negotiate with the successful vendor any changes to the agreement.

3.3 **AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. The renewal option is at the discretion of Knox County and the Knox County Sheriff's Office. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services/items from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.4 **AWARD PROCEDURES:** The award procedures of this proposal will be as follows:

- 3.4.1 Evaluation of proposals using the criteria listed
- 3.4.2 Issuance of a Notice of Intent to Award
- 3.4.3 Negotiations if needed
- 3.4.4 Contract documents negotiated, drafted and approved
- 3.4.5 Contract approved by Knox County Law Department
- 3.4.6 Contract approved by Knox County Commission (if required)
- 3.4.7 Contract Execution

3.5 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the Contractors staff providing services to Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County property. These generally include those offenses that would tend to endanger the health or welfare of persons or staff.

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

3.7 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules, and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.9 **CONTACT PERSON:** Each proposer must list the name and address of the designated contact person to maintain service with this account during the term of the contract. Proposer must provide an organizational chart of their company hierarchy to include names, titles, and telephone numbers. Any changes with the contact personnel must be communicated with the County as expeditiously as possible.

- 3.10 **CONTRACT EXECUTION:** The award of this proposal may result in a contract between Knox County and the successful vendor. The Knox County Procurement Division will draft the contract and the contract must be approved by the Knox County Law Department and Knox County Commission. Knox County will not accept any vendors' contracts or Terms of Agreements, Service Agreements, etc.
- 3.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.12 **DETENTION FACILITY COMPLEX ORIENTATION:** All employees performing work at the Knox County Jail or the Detention Facility Complex will be required to go through an orientation of the facility and facility procedures before beginning work at or in the facility. All personnel who may be working at the facility must attend this meeting. Additional Contractor employees will also need to attend the orientation if they are assigned to the job at a later date.
- 3.13 **DEVIATIONS FROM SPECIFICATIONS:** Knox County wishes to secure proposals that best suit our needs. Proposers may submit more than one proposal, accordingly, each proposal must state either; that it conforms exactly to or deviates from the specifications. Knox County shall be informed of any deviations from these specifications. Deviations shall be clearly noted in Section V, Part II. Adequate information must be provided to allow Knox County to evaluate these exceptions.

3.14 **EVALUATION CRITERIA:**

| | |
|--------------------------------------|-----------|
| Qualifications/Experience/References | 40 points |
| Services Offered | 20 points |
| Cost | 40 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.

- 3.15 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.16 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Proposers must complete, sign, and have its insurance agent sign the attachment and submit it with their Proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverages and naming Knox County Government as additional insured.
- 3.17 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.18 **INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the Purchase Order number or Contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to invoices@knoxsheriff.org.
- 3.19 **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.
- 3.20 **NO CONTACT POLICY:** After the date and time the Contractor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.

- 3.21 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promotes competitive proposals. It shall be the Contractor's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal.
- 3.22 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your proposal will be an acknowledgement of this provision.
- 3.23 PRICING:** Vendors are to quote a firm fixed price for the next twelve months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- 3.23.1 continue with existing prices;
 - 3.23.2 submit a revised request for price increase;
 - 3.23.3 not accept the renewal offer.
- If a price increase is approved by Knox County and the Knox County Sheriff's Office, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the contract file. No approvals will be authorized verbally.
- 3.24 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible. Successful, as well as unsuccessful, notification will be given.
- 3.25 PROPOSAL REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, may also be noted and made a part of the evaluation file.
- 3.26 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Items and services will be ordered on an as-needed basis.
- 3.27 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. KCSO may require that the successful vendor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of KCSO.
- 3.28 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants that the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it.
- 3.29 SAFETY TRAINING:** 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.
- 3.30 SUBMIT QUESTIONS:** Agencies may submit questions concerning this solicitation no later than **January 11, 2024 at 4:30 p.m.** local time. Submit questions as stated in Section 1.1.
- 3.31 THIRD PARTY CONTRACTORS:** Vendors who submit a proposal and plan on using a third party for providing any service for their proposal, must explicitly let Knox County know beforehand. Vendors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third-party Contractors. Vendors must also list who the third party is.

SECTION IV SPECIFICATIONS

4.1 **PURPOSE:** To provide prisoner transport services for the Knox County Sheriff's Office to locations throughout the State of Tennessee and any other location throughout the United States.

4.2 **VENDOR REQUIREMENTS:**

- 4.2.1** Vendor must adhere to all regulations of the U.S. Department of Transportation.
- 4.2.2** Vendor must obtain and maintain any and all permits and license required to perform its obligations.
- 4.2.3** Vendor shall upon request from the KCSO, assume custody of prisoners committed to the custody care and control of the KCSO and provide both interstate and intrastate transportation as required.
- 4.2.4** Vendor shall assume custody of one or more prisoners from the KCSO at the location of incarceration and shall transport said prisoner(s) to destination or other location specified by the KCSO. Upon arrival at the destination, the vendor shall surrender custody of such prisoner(s) to the KCSO or the agency designee.
- 4.2.5** Vendor shall be responsible for the movement of the prisoner(s) required legal documents, prescribed medications and limited comfort items stated by the KCSO. Vendor shall not be responsible for moving bulk prisoner items. All prisoner property will be turned over to the KCSO or designee at the time of transport.
- 4.2.6** Vendor shall perform their responsibilities assigned by the KCSO regarding security, control and safety of said prisoner(s) in a professional manner and in accordance with policies, procedures and directives of the vendor, which have been previously approved by the KCSO.
- 4.2.7** Vendor shall provide for all prisoner(s) costs that arise due to delays while in transit, whether or not beyond the control of the vendor, including, but not limited to: inclement weather, mechanical failure, or other cause. Costs include, but are not limited to, food and lodging.
- 4.2.8** Vendor shall be authorized to obtain emergency or routine medical treatment for prisoner(s) whenever deemed necessary and appropriate. However, the KCSO reserves the right to seek financial compensation from the vendor if any of the medical expenses incurred is determined to be the result of an improper action or failure to adhere to transportation protocol by the vendor or its employees or agents. All such expenditures for medical care shall be promptly reported to the KCSO.
- 4.2.9** Vendor shall have been in business a minimum of three (3) years.

4.3 **COST:**

- 4.3.1** Vendor is to price the following. (See Section VI for Cost Sheet.)
- Minimum charge for a transport
 - Cost per mile for prisoner ground transports within Knox County
 - Cost per mile for prisoner ground transports within the State of Tennessee
 - Cost per mile for prisoner ground transports outside the State of Tennessee

SECTION V PROPOSAL FORMAT

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

PART I COVER LETTER

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

PART II PROPOSER INFORMATION

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

PART III EXPERIENCE

Vendors are to detail the Company's qualifications and experience relating to the services requested in this RFP.

PART IV SERVICES OFFERED

Vendors are to detail the services to be provided that are listed in Section 4.2 of the RFP.

PART V REFERENCES

Include three (3) current business references. Please reference ("Attachment "C") of this solicitation. Do not include Knox County or Knox County Sheriff's Office as a reference.

PART VI COST

Vendors are to price and detail the cost of the services requested in Section 4.3 of the RFP. See Section VI.

PART VII AFFIDAVITS AND INSURANCE CHECKLIST

Proposers must return the signed Insurance Checklist (Attachment A), Iran Divestment Act, and No Boycott of Israel (Attachment B), along with certifications/license(s).

PART VIII ADDITIONAL INFORMATION

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

PART IX EXCEPTIONS TAKEN

Proposers are to include any and all exceptions taken to this solicitation under this tab. Do not mark through or otherwise alter the language of this RFP in our response. Also include any statements regarding deviations from specifications.

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

SECTION VI COST

| | |
|---|----|
| Minimum charge for a transport | \$ |
| Cost per mile for prisoner ground transports within Knox County | \$ |
| Cost per mile for prisoner ground transports within the State of Tennessee | \$ |
| Cost per mile for prisoner ground transports outside the State of Tennessee | \$ |

**ATTACHMENT A
Knox County Procurement Division
Insurance Checklist
Proposal Number 3510**

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 | COMBINE SINGLE LIMIT |
| | | <input checked="" type="checkbox"/> ANY AUTO-SYMBOL (1) | (Per -Accident) \$ 1,000,000 |
| | | <input type="checkbox"/> | BODY INJURY (Per -Person) |
| | | <input type="checkbox"/> | BODY INJURY (Per-Accident) |
| <input type="checkbox"/> | <input type="checkbox"/> | PROPERTY DAMAGE (Per-Accident) | |
| YES | 4. | COMMERCIAL GENERAL LIABILITY | LIMITS |
| | | <input type="checkbox"/> CLAIM MADE | <input checked="" type="checkbox"/> OCCUR |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | GEN'L AGGREGATE LIMITS APPLIES PER | PERSONAL & ADV INJURY |
| | | <input type="checkbox"/> POLICY | <input checked="" type="checkbox"/> PROJECT |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE | |
| YES | 5. | PREMISES/OPERATIONS | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE |
| YES | 6. | INDEPENDENT CONTRACTOR | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE |
| YES | 7. | CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE) | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE |
| NO | 8. | XCU COVERAGE | NOT TO BE EXCLUDED |
| YES | 9. | UMBRELLA LIABILITY COVERAGE | \$1,000,000 |
| | | PROFESSIONAL LIABILITY | |
| NO | 10. | ARCHITECTS & ENGINEERS | \$1,000,000 PER OCCURRENCE/CLAIM |
| NO | | ASBESTOS & REMOVAL LIABILITY | \$2,000,000 PER OCCURRENCE/CLAIM |
| NO | | MEDICAL MALPRACTICE | \$1,000,000 PER OCCURRENCE/CLAIM |
| NO | | MEDICAL PROFESSIONAL LIABILITY | \$1,000,000 PER OCCURRENCE/CLAIM |
| NO | 11. | MISCELLANEOUS E & O | \$500,000 PER OCCURRENCE/CLAIM |
| NO | 12. | MOTOR CARRIER ACT ENDORSEMENT | \$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90) |
| NO | 13. | MOTOR CARGO INSURANCE | |
| NO | 14. | GARAGE LIABILITY | \$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE |
| NO | 15. | GARAGEKEEPER'S LIABILITY | \$500,000 COMPREHENSIVE; \$500,000 COLLISION |
| NO | 16. | INLAND MARINE BAILEE'S INSURANCE | \$ |
| NO | 17. | DISHONESTY BOND | \$ |
| NO | 18. | BUILDERS RISK | PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER. |
| NO | 19. | USL&H | FEDERAL STATUTORY LIMITS |

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

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

AGENCY NAME: _____

AUTHORIZING SIGNATURE: _____

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

PROPOSERS NAME: _____

AUTHORIZING SIGNATURE: _____

ATTACHMENT B

RFP #3510

AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

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

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

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

Signature

Title: _____

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

Signature

Title: _____

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

Notary Public
My Commission Expires:

**ATTACHMENT C
RFQ #3510
CURRENT REFERENCES**

Proposers shall submit a list of three (3) references of similar size to Knox County which have been in service during the last three (3) 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. **Reference checks will be sent via email only.** Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline for return, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Sheriff's Office as a reference.

REFERENCE ONE

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PERSON'S TELEPHONE AND FAX NUMBERS: _____

CONTACT PERSON'S EMAIL ADDRESS _____

REFERENCE TWO

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PERSON'S TELEPHONE AND FAX NUMBERS: _____

CONTACT PERSON'S EMAIL ADDRESS _____

REFERENCE THREE

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PERSON'S TELEPHONE AND FAX NUMBERS: _____

CONTACT PERSON'S EMAIL ADDRESS _____