

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Voting System** as specified herein. Proposals must be received by **2:00 p.m. on September 4, 2019**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 2882
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Davin, Senior Buyer, at 865.215.5769. Questions may be faxed to 865.215.5778 or emailed to christina.davin@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their 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 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 and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. 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 Vendors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

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

Lori Holmann, Business Outreach Coordinator
Knox County Procurement
Telephone: 865.215.5757
Fax: 865.215.5778
Email: lori.holmann@knoxcounty.org

- 1.7 CONFLICT OF INTEREST:** Vendors must have read and comply 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.

- 1.8 COOPERATIVE PURCHASING:** Proposers must indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Indicate any additional delivery charges or minimum orders for purchases by other entities as applicable.
- 1.9 COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and five (5) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format.**
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes for our vendor-clients and on-line requisitioning and receiving for our county departments.
- In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.13 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.
- 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 weather issues 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 inclement weather.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.15 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 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 utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit 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.

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

- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 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 other than the delivery address 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.**
- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper.
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (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 proposing procedures must be received in the Procurement Division by **August 19, 2019 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.24 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 vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT 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. 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.
- 1.27 USE OF PROPOSAL FORMS:** Vendors must complete 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 bidder's 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." 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.
- 1.30 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:** Vendor 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:** Vendor 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:** Vendor 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 Vendor 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:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any dispute which arises hereunder.
- 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:** Vendor 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Vendor 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 Vendor 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 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.
- 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 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin 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. Vendor 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. Vendor 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. Vendor covenants that it does not engage in any illegal employment practices.
- Vendor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Vendor 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 Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 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, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 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.
- 2.18 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Vendor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.19 WARRANTY:** Proposers must provide a warranty of at least one (1) year and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County during the warranty period. Any warranties longer than one (1) year will be evaluated as set forth in Section 3.7 and TAB VIII.

Proposer warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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. Proposer extends to Knox County all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Vendor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this document is to set forth and convey to prospective proposers the general type, character and quality of Voting System as desired by Knox County and the Knox County Election Commission. Award will be based on Best Value. Best value means more than low cost. It includes initial cost, consulting and service quality, experience and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors 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 AGENCY CONTACTS:** The Vendor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- 3.4 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.
- 3.5 CONTRACTOR DUTIES:** At the Vendor's own expense, the Vendor shall:
- 3.5.1** Provide competent supervision;
 - 3.5.2** Provide competent personnel;
 - 3.5.3** 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.
- 3.6 DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. There will be no additional hidden charges.
- 3.7 EVALUATION CRITERIA:** Each proposal will be evaluated using the following general criteria:
- | | |
|--|-----------|
| · Voting System Hardware and Functional Requirements | 25 points |
| · Voting System Software | 25 points |
| · Cost | 25 points |
| · Experience, Capabilities and Qualifications | 10 points |
| · Training | 10 points |
| · Warranty | 5 points |
- 3.8 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 Vendor. 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.
- 3.9 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on 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 offer are subject to rejection in whole or in part. Any exceptions shall be included in 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.
- 3.10 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 Vendor or subcontractor under Knox County contracts.
- 3.11 IDENTIFICATION:** During the Service of this Contract employees of the Vendor shall have proper identification displayed at all times while on property belonging to Knox County.
- 3.12 INSURANCE:** The successful Vendor must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment 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.

- 3.13 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.

- 3.14 INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures. This information and procedures shall be provided to the Vendor prior to Contract execution. There shall be no additional charge for this information and 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 Vendor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for Knox County Election Commission to:

Knox County Election Commission
Attn: Rick Lovin
300 Main Street Suite 218
Knoxville, TN 37902-1850
Rick.Lovin@knoxcounty.org

- 3.15 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 Vendor for correction. Repeated variations may result in termination.

- 3.16 MINIMUM QUALIFICATION EXPECTATIONS:**

3.16.1 Respondent must address all submittal requirements as defined under Section IV.

3.16.2 Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.

3.16.3 If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed sub-Vendors or sub-consultants with a permanent office in Knox County.

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.

- 3.17 NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, 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.

- 3.18 NEW MATERIAL:** Unless specified otherwise in the solicitation, the proposer must provide new supplies. New, as used in this clause, means previously unused materials and not recycled. Material includes but is not limited to, raw material, parts, items, components, and end products. Proposers' submission of other than new materials may be cause for the rejection of the bid.

- 3.19 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Vendor. A Vendor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County Election Commission.
- 3.20 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.21 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 time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.
- 3.22 PACKAGING:** The Vendor shall package and label all items individually that are ordered by Knox County.
- 3.23 PAYMENT SCHEDULE:** Knox County will use progress billing. A percentage of twenty-five percent (25%) will be paid incrementally as the Knox County Election Commission is presented with proof that the designated number of deliverables has been collected.
- Deliverables are to be reported to the Knox County Election Commission within thirty (30) days of the end of each collection period. The remaining payment of twenty-five percent (25%) will be paid after the full collection period ends and results are delivered, analyzed, and accepted by Knox County's Election Commission.
- Payment Schedule:
1. 25% of Contract Price upon Contract Execution;
 2. 25% of Contract Price upon Delivery of all Voting Equipment components;
 3. 25% of Contract Price upon Initial System Acceptance;
 4. 25% of Contract Price upon Final Acceptance.
- *Discounts, as discussed in Section 4.5, may impact the above payment schedule.
- 3.24 PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
- 3.25 PROPOSAL EVALUATION:** In evaluation of submitted 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 the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.26 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 that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.27 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.28 PUBLIC 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 Proposals shall be open to the public for viewing and inspection.
- 3.29 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis or as set forth in the contract.

- 3.30 REFERENCES:** Proposers must submit a list of three (3) references with which they have performed and placed certified versions of the proposed solution for Knox County. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.
- Vendors, by submitting a signed proposal, certify that they have provided services comparable to the items specified in this Contract to the parties listed in the reference section and authorizes the County to verify references of business. Do not list Knox County Government as a reference. References shall be submitted on **Attachment B** of this RFP.
- 3.31 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 Knox 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 acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.32 REMOVAL OF VENDOR'S EMPLOYEES:** Vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the 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 Knox County.
- 3.33 SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, vehicles, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.
- 3.34 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **August 19, 2019 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF SERVICES

- 4.1 SCOPE:** Knox County is seeking to purchase new hardware and software for either a hybrid voting system which utilizes a ballot marking device to produce a marked paper ballot or an all paper system; with either system, paper ballots are then fed into a scanner to be tabulated and saved/stored.
- Knox County is looking to upgrade to a new system that is reliable, secure and efficient to use for technicians, poll workers and voters. We expect the system to be intuitive for voters to operate as well as easy for poll workers to operate from opening of the polls to closing of the polls and generating end of evening statement of results.
- 4.2 BACKGROUND INFORMATION:** Knox County currently has 256,000+ registered voters. The County operates ten (10) Early Voting locations and seventy-eight (78) Election Day polling locations (comprising 89 precincts) in county elections. Additionally, Knox County has multiple split-ballots in most elections. Knox County has been using the Hart InterCivic eSlate DRE system since 2006. For statewide elections, the County generally deploy one hundred and fifty (150) eSlates/DAUs in our Early Voting locations and five hundred (500) eSlates/ DAUs in our Election Day locations.
- 4.3 CERTIFICATION:** To be considered for purchase by Knox County, the electronic and paper voting equipment must be federally EAC certified and also certified by the State of Tennessee by September 4, 2019. Responses for systems not certified by the stated date will not be considered.
- 4.4 VENDOR RESPONSIBILITIES:** The selected vendor must provide all components needed to operate its system as well as the tabulation system that consolidates votes from Absentee Voting, Early Voting and Election Day Voting into exportable reports for publishing of election results and exportable reports. The proposal must include all hardware, firmware, software, computers, printers, cables, operating system software, training, training manuals/resources, user manuals, maintenance manuals, technical support and any other item not listed, required to provide a fully functional voting system.

- 4.5 **DISCOUNTS:** Any price discount offered by the vendor must be listed under **Tab V Cost**. Any price discounts offered by the vendor must be listed stating the extent to which discount allowances will apply to the prices in the Schedule of Prices with respect to:
- 4.5.1 Prompt payment
 - 4.5.2 Advance payments
 - 4.5.3 Pre-payment of annual maintenance charges, election day support and licensing fees, if any
 - 4.5.4 Quantity discounts that may apply
 - 4.5.5 Other special payment arrangements
 - 4.5.6 Lease/Lease-Purchase
 - 4.5.7 Vendor supplied financing
 - 4.5.8 Trade in plan, if any, of existing voting equipment to vendor
- 4.6 **ELECTION SECURITY AND TRANSPARENCY:** Proposers must describe in detail security protocols that are a part of your proposed system, including both hardware and software. Include all methods utilized to ensure security of the vote and auditability of the system. Submit in Section V Proposal Format, Tab III and Tab IV.
- 4.7 **PROJECT IMPLEMENTATION:** Along with the proposal, please include a detailed Project Implementation Plan for this purchase. Submit in **Section V Proposal Format, Tab III**.
- 4.8 **TRADE IN PLAN:** The vendor shall propose a trade in plan which itemizes the cost, if any, for current Hart InterCivic equipment. Timing and exact dates of removal will be established during contract negotiations. The following Hart InterCivic equipment shall be available for trade in:
- Five hundred fifteen (515) eSlates
 - One hundred thirty six (136) DAUs
 - One hundred forty two (142) JBCs
 - Twenty (20) ePoll books
 - Eighty five (85) rolling storage racks (unless they can be used either “as is” or with minor modifications, with new voting system).
- 4.9 **TIMELINE:** The projected time frame for implementation of this new voting system would be for initial use in the August 6, 2020 Federal/State Primary Election, Knox County General Election, and Town of Farragut Election. Early voting for that election begins on Friday, July 17, 2020 and Nursing Home Voting would begin on or about July 8, 2020. The public machine test would thus need to be scheduled on the week of June 22, 2020. This election is anticipated to have well over ninety (90) ballot combinations. Final acceptance of the voting system therefore would need to be no later than April 1, 2020. This is to ensure the proper time is allotted for training.
- 4.10 **TRAINING:** The successful Proposer shall be required to provide training to Knox County personnel. The training shall continue until a level of competency is achieved, as determined by the County, for individuals charged with administering the system.

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer.

Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs. Please submit one (1) marked as original and five (5) exact copies. Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format.

TAB I COVER LETTER

Include cover letter authorizing the submission of the proposal **signed** by the principal of the company.

TAB II COMPANY PROFILE

- Company Name, Address, Telephone/Fax numbers
- Contact name(s) and information, including email
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Sub-Contractor(s) (if applicable)
- Will you allow Cooperative Procurement as detailed in **Section 1.8**?
- Will you accept E-commerce for payment as detailed in **Section 1.17**?
- Acknowledgement of the receipt of any Addendum issued

TAB III VOTING SYSTEM HARDWARE AND FUNCTIONAL REQUIREMENTS (25 Points)

Proposers must thoroughly address and respond to each item below in a detailed narrative including functionality and benefits of the equipment they are proposing and any deviations.

1. Describe how the proposed system provides a fully integrated Election Management System that includes the latest, all-new modern software and security protocols for building elections, printing paper ballots and utilizing digital high-speed scanning for processing of absentee ballots.
2. Describe how the proposed system accommodates changes that occur with overseas and military ballots.
3. Describe how the proposed system is compliant with all requirements for ADA voting; can it meet the needs of disabled voters with sight, hearing, mobility and/or other challenges?
4. Describe the voting devices to be used in early voting locations.
5. Describe the voting devices to be used in election day precincts.
6. Please give a detailed description, specifications, and photos of all proposed hardware; voting devices, booth/stands designed specifically for the voting device, ballot printer, high speed scanner for absentee ballots, PC for election management software.
7. Describe the central scan system for tabulating absentee by mail ballots. Knox County will average between 5,000-10,000 absentee ballots per county election.
8. Does system have stands, are they included or purchased separately?
9. Must Election Commission utilize its own tables or stands?
10. What is the weight of each unit proposed?
11. Please describe the battery backup.
12. Describe in detail security protocols that are a part of your proposed system per **Section 4.6**.
13. How many electrical outlets are required for the proposed system?
14. Describe the Logic and Accuracy process required for use (for both internal and public tests) with the proposed system.
15. Describe how the election is loaded onto your voting devices. This should include, but is not limited to, the type of election media used, number of media required for Knox County's requested equipment configuration, the method/s used/recommended to identify media in order to insure the correct precinct is loaded onto designated voting devices.
16. Describe the procedures and processes utilized for setting up and opening procedures for your voting equipment for use during early voting and on election day.
17. Describe how the voter is assigned his/her correct ballot style and the activation process of his/her voting session on the voting device. Is this accomplished with an activation card/media device or code and, if so, how is that activation card or code generated, delivered to the voting device, and the voting device activated?
18. Describe how the voter marks his/her ballot and casts his/her vote on the voting device.

19. Describe voter management and/or voting device management tools inherent to your solution.
20. For both Early Voting and Election Day polling places, describe end of night procedures. Describe how will the poll worker close the poll, retrieve cast vote records from each device and generate precinct election results for posting in the polling place. What type of portable electronic media are results stored on? Will results be retrieved from each device? Will results from each device be consolidated into a single report? Describe the process for delivering election media to the Knox County Election Commission for central tabulation.
21. Please describe the process of reviewing absentee ballots in order to determine how voter intent is performed with your system.
22. Knox County presently builds its database and election in-house. Highlight efficiencies which Knox County staff can expect to recognize from your election building software. Examples: copy data from previous elections, recording of audio, real-time corrections, etc.
23. Describe in detail your trade in plan per **Section 4.8**.
24. Describe how your system would allow for an election to be audited in the event it was required by law, the State Election Coordinator or the State Election Commission.
25. Does your proposed scanner read the actual ballot or the bar code on the ballot?
26. Please attach your detailed Project Implementation Plan per **Section 4.7**.
27. Please Attach Answers to Questions for Voting Machines (**Attachment C**).

TAB IV

VOTING SYSTEM SOFTWARE (25 Points)

Proposers must thoroughly address each requirement listed below in a detailed narrative including functionality and benefits of the equipment they are proposing and any deviations to each specification requirement.

1. Describe how the proposed system's software includes tabulation, ballot creation, ballot printing and central scanning software.
2. Describe how the proposed system's software includes the ability to import election data from other software infrastructures (such as state or county databases) and export finalized data for future use or backup.
3. Describe how the proposed system's software enables elections staff to proof ballots, define ballot styles and generate & deploy election definitions.
4. Describe how the proposed system's software provides the ability to output ballots to an "off-the-shelf" printer or to a PDF file for third-party printers.
5. Explain filters in your tabulation software for creating custom reports as well as filtering cast vote record. Provide a listing of all the reports the software can generate.
6. Explain how vendor will meet needs of election officials to report results in a timely manner on election night by providing election results quickly and in multiple formats.
7. Please provide a sample report.
8. Describe in detail security protocols that are a part of your proposed software per **Section 4.6**.

TAB V

COSTS (25 Points)

Proposed costs should be inclusive of all expenses and presented in the format outlined below:

Vendors should quote one-time costs and monthly recurring costs for twelve-month (12 mo.), thirty-six month (36 mo.), and sixty month (60 mo.) agreements for Voting System. Vendors should use the pricing sheets provided in **Attachment A** to submit their quotes. Please use a cost sheet for each system you are proposing.

Costs proposals must include all direct and indirect costs associated with the performance of the service. Pricing must include all expenses, trainings, and any shipping cost. There will be no reimbursement for any such charges. Proposers may include the methodology used to determine their proposed cost.

Proposers are to thoroughly detail how the features of their proposed solution meet the requirements outlined in **Section 4.5 Discounts**.

NOTE: Attachment A should only be included in the original document and the exact electronic version. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

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

TAB VI**EXPERIENCE, CAPABILITIES AND QUALIFICATIONS (10 Points)**

Proposers are to detail the Company's experience relating to Voting Systems as requested in this RFP.

- Location of home office and manufacturing facility, location of customer support personal, number of customers in the state of Tennessee, number of customers using the latest version of your proposed solution for Knox County which is both Federally EAC certified and Certified by the State of Tennessee.
- Provide a brief overview of your company including the organization's total number of years in business, the number of years providing Voting Systems, and why you best meet the needs of Knox County, Tennessee.
- Document experience in implementing the proposed Voting System with three (3) projects of similar size to Knox County, please include how many years and elections the proposed system has been in service for. Please verify project client contact and client's information including email and phone number.
- Provide an audited copy of your financial report for the past three (3) years. Financial reports must be audited and signed by a certified financial institution.
- Attach an EAC certificate and a State of Tennessee certificate for each proposed Voting System.
- Provide Qualifications/Experience of the Project Implementation Team to be assigned to Knox County.
 - o Title
 - o Resume
 - o Contact information
 - o Where they reside
 - o Narrative description of the work the project team/member will perform
 - o Include all Licenses and/or Certifications for all Project Implementation Team members assigned to Knox County.

TAB VII**TRAINING (10 Points)**

Proposer must provide details for all training that will be offered and included for the hardware and software initially purchased, including all written and audiovisual information to be provided. Vendor will provide all training materials.

1. Detail your training plan for Knox County staff and technicians.
 - a. Detail whether or not trainings will be in-person (e.g. on-site or webinar).
 - b. Detail how much training time (in hours or days) will be included.
2. Detail how soon after delivery could trainings be held and how many Knox County employees may attend the session(s).
3. Detail your training materials, i.e., manuals, audio/visual, other.
4. Proposers are to provide a timeline of training starting from the order of equipment to the start of service.
5. Help-hotline information and hours.
6. Complete onsite responsibility for up to the two (2) regularly scheduled elections: August 2020 and November 2020.

TAB VIII**WARRANTY (EXTENT/QUALITY) (5 Points)**

Proposers must thoroughly detail how the features of their proposed solution meet the requirements outline in **Section 2.19**.

TAB IX**OTHER INFORMATION**

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

TAB X**EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB XI**ATTACHMENTS**

- References (Attachment B)
- Insurance Checklist (Attachment D)
- Iran Divestment Act (Attachment E)

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
COST SHEET
REQUEST FOR PROPOSAL NUMBER 2882**

Please attach in Tab V.

Initial Price	Twelve (12) Month Contract	(OPTIONAL) Thirty-six (36) Month Contract	(OPTIONAL) Sixty (60) Month Contract
Initial Price	\$ _____ (one-time cost)	\$ _____ (one-time cost)	\$ _____ (one-time cost)
Estimated Annual Hardware Maintenance	\$ _____ (Annually)	\$ _____ (Annually)	\$ _____ (Annually)
Estimated Annual Software Maintenance	\$ _____ (Annually)	\$ _____ (Annually)	(\$ _____ (Annually)
Annual Licensing Fee, If any (Proprietary)	\$ _____ (Annually)	\$ _____ (Annually)	\$ _____ (Annually)

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
PROPOSAL NUMBER 2882
Vendor Name: _____

Proposers must submit a list of three (3) references with which they have performed and placed certified versions of the proposed solution for Knox County. Do not list Knox County Government as a reference. 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. Please attach in **Tab XI**.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address (required): _____ Fax: _____

Contract start date: _____ Contract end date: _____

Nature of Contract: _____

Services Provided: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address (required): _____ Fax: _____

Contract start date: _____ Contract end date: _____

Nature of Contract: _____

Services Provided: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address (required): _____ Fax: _____

Contract start date: _____ Contract end date: _____

Nature of Contract: _____

Services Provided: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
QUESTIONS
PROPOSAL NUMBER 2882

Please attach in **Tab III**.

1. What, if any, parts of your system are off the shelf?
2. Can text be enlarged, or color of screen be changed by voter/poll worker?
3. What are the dimensions of unit's screen?
4. Do units plug in the wall or daisy chain for power?
5. If daisy chained, how many can connect?
6. If one unit goes down, do the others in the chain keep working?
7. Does the screen show battery life or if there is power to the unit?
8. Does unit have battery back up? Internal/external?
9. Is there a date and time printed on the ballot stub?
10. What procedures does your proposed voting system utilize to prevent voters from missing races or candidates?
To prevent over vote? To prevent under vote?
11. How may the voter change their vote on the unit?
12. How many times does the voter review their ballot before they print?
13. How does voter bring up their ballot on unit?
14. What privacy options are included?
15. What is the size and weight of units?
16. How does the voter alert the poll worker to errors or that they need help?
17. How many ballots will scanner box hold before a new one is needed?
18. What are the dimensions of the scanner box when it is broken down for transportation and storage?
19. How are scanner results downloaded? If thumb drive, how many are needed and are they off the shelf or proprietary?
20. Does the ballot have to be entered a certain way into the scanner?
21. Will scanner scan a crumpled ballot?
22. What is the largest paper ballot option which your scanner will accommodate?
23. How does the scanner alert the poll worker that the ballot box is full?
24. How many batteries are needed for each unit and scanner?
25. How long does each battery last? Rechargeable? If so, how long to full charge? Life expectancy?
26. What type of battery and is it proprietary?
27. What type of machine technical help is available?
28. What type of voter outreach material is provided for the new system? Written, video?
29. Can units be changed to a DRE system if the need arises in the future? How difficult or easy to do so?
30. Hardware and software upgrades included?
31. Did you provide two quotes? An option for leasing and buyout?
32. If leasing option, provide year 1-5 with all cost and software update.
33. Can the system accommodate Ranked Choice Voting/Instant Runoff Voting?

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 2882

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

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 (Per-Accident) \$1,000,000 BODY INJURY (Per-Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)	
		X	ANY AUTO-SYMBOL (1)						
YES	4.	COMMERCIAL GENERAL LIABILITY						LIMITS	
		CLAIM MADE				X	OCC	EACH OCCURRENCE	\$ 1,000,000
								FIRE LEGAL LIABILITY	\$ 100,000
								MED EXP (Per person)	\$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000	
		POLICY	PROJECT		LO			GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	\$ 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						\$1,000,000	
NO		PROFESSIONAL LIABILITY							
NO	10.	ARCHITECTS & ENGINEERS						\$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY						\$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE						\$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY						\$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O						\$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT						\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE							
NO	14.	GARAGE LIABILITY						\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY						\$500,000 COMPREHENSIVE \$500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE						\$	
NO	17.	DISHONESTY BOND						\$	
NO	18.	BUILDERS RISK						PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H						FEDERAL STATUTORY LIMITS	

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

21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

22. 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.

23. Certificate of Insurance shall show the RFP number and title.

24. 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 E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT
REQUEST FOR PROPOSAL NUMBER 2882**

By submission of a response to RFP #2882, 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: _____