

The Procurement Division of Knox County, Tennessee will receive sealed Qualifications for the provision of **On-Call Geotechnical Consulting and Materials Testing Services** as specified herein. Qualifications must be received by **2:00 p.m. Eastern Time on October 08, 2019**. Late Qualifications will be neither considered nor returned.

**Deliver Qualifications to:**  
**Solicitation Number 2887**  
**Knox County Procurement Division**  
**1000 North Central Street, Suite 100**  
**Knoxville, TN 37917**

**The Envelope must show the Qualification Number, Qualification Name, and Qualification Closing Date.**

## **SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB at 865.215.5765. Questions may be E-mailed to [ben.sharbel@knoxcounty.org](mailto:ben.sharbel@knoxcounty.org). Information about the Knox County Procurement Division may be obtained on the Internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the Qualification closing, unless otherwise indicated in their submittal.
- 1.3 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 may 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.**

- 1.4 AWARD:** The result of this Request for Qualifications may result in a contractual agreement. It is the intent of Knox County to negotiate fees and enter into a Contract with a firm or firms to provide the services listed herein. Knox County reserves the right to not award this qualification.
- 1.5 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865-215-5760  
Fax: 865-215-5778  
E-mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

Lori Holmann, Business Outreach Coordinator  
Knox County Procurement  
Telephone: 865-215-5757  
Fax: 865-215-5778  
E-mail: [lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

- 1.6 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.
- 1.7 COPIES:** Knox County requires that Qualifications be submitted as one (1) marked original and four (4) exact copies. One (1) electronic copy in one (1) complete file shall also be submitted on CD or flash-drive.

- 1.8 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 submittal being non-responsive and disqualified.
- 1.9 ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Knox County's Procurement Division **will not** accept electronically transmitted qualifications through the County's On-Line Procurement System. Facsimile and E-mail submission is strictly prohibited. All responses must be mailed or delivered by hand.
- 1.10 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, 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](http://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.
- 1.11 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the respondents in the preparation of their response.
- 1.12 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Qualifications, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the firm from this procurement transaction.
- 1.13 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Responders are cautioned that all documents submitted on behalf of this Request for Qualifications shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 1.14 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that submittals being submitted on paper and shall:
- 1.14.1** Be submitted on recycled paper;
  - 1.14.2** Not include pages of unnecessary advertising;
  - 1.14.3** Be made on both sides of each sheet of paper.
- 1.15 SIGNING OF SUBMITTALS:** In order to be considered, all submittals must be signed. Please sign the original in blue ink. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Qualification document.
- 1.16 SUBMITTAL DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the qualification closing 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.**
- 1.17 TITLE VI OF THE 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 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

- 1.18 **VENDOR REGISTRATION:** Prior to the closing of this qualification, ALL RESPONDENTS must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their response.
- 1.19 **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 include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 **GOVERNING LAW:** 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 disputes, which arise hereunder.

- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, Submittals, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this response, each contractor and each person signing on behalf of any responding firm 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 responding firm is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 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 Qualifications, (3) Submittal, (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, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 WARRANTY:** Contractor 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. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### **SECTION III SCOPE OF WORK**

- 3.1 SCOPE OF WORK:** Knox County, an equal opportunity/affirmative action employer, seeks to retain the services of a professional engineering consulting firm(s) to provide geotechnical services, construction services, and environmental services. The professional engineering consulting firm(s) must be on TDOT's preapproved list.

Responsibilities of the professional engineering firm include, but are not limited to:

- a. Engineering testing, analysis, design
- b. Geotechnical drilling and rock coring
- c. Foundation analysis and testing
- d. Pavement assessment and design
- e. Construction materials engineering and testing
- f. Soils/materials laboratory capabilities

- 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 ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term contract or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of the vendor(s) and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.
- 3.5 CHANGES AFTER AWARD:** It is possible after award that 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.
- 3.6 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 them.

**3.7 CONTRACT EXECUTION:** The award of this RFQ may result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

**3.8 EVALUATION:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgment as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, 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 submittals have been reviewed. The purpose of such discussions/interviews is to provide clarification and/or additional information, which is in the best interest of Knox County.

Knox County will evaluate the submitted qualifications and make a determination of the firm, or firms, with which negotiations will ensue. The factors that will be considered in the evaluation of Qualifications are:

- a. Satisfactory evidence that the firm has been in existence a minimum of fifteen (15) years.
- b. TDOT approval letter for projects of this nature of work.
- c. List of five (5) projects similar in scope completed in the last ten (10) years. List shall include, but not be limited to, context and description of previous contracts, name of municipality/agency, and the name of the contact person at each municipality, TDOT evaluation of these projects (if applicable).
- d. A detailed resume for each project manager that will be associated with this Contract. Please include local address(es), telephone number(s), and E-mail address(es).
- e. A detailed resume(s) including local address(es), telephone number(s), and E-mail address(es) of the individual(s) who will be assigned to work on this project, if so awarded.
- f. A list of proposed subcontractor(s), if applicable, including information specified in items c, d and e above.
- g. Any other additional information deemed necessary to satisfy Knox County that the firm is competent and able fully and successfully implement the work of this Contract.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and non-discriminatory action based upon the grounds of race, color, sex, creed or national origin.

**3.9 EXCEPTIONS TO SPECIFICATIONS:** Firms taking exception to any part or section of these specifications shall indicate such exceptions in their response. Failure to indicate any exceptions shall be interpreted as the firm's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.

**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 contractor or subcontractor under Knox County contracts.

**3.11 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 closing 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.

**3.12 INSURANCE:** The successful Vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have their insurance agent sign the attachment and submit it with their response.

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

**3.13 LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for the type of work requested and must submit of a copy of the license with their qualifications. All licensing must be in accordance with Tennessee Code Annotated.

**3.14 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this RFQ, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the firm from this procurement transaction.

**3.15 PRE-QUALIFICATION CONFERENCE:** A mandatory Pre-Qualification Conference will be held on August 29, 2019 beginning promptly at 10:00 a.m. Eastern Time at Knox County Procurement, 1000 North Central Street, Suite 100, Knoxville, Tennessee 37917. Please review the Request for Qualifications prior to this meeting and bring a copy with you. Vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing and made part of the solicitation. Official Addenda must be issued from the Knox County Procurement Division.

**3.16 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s).

If the price increase is rejected the vendor may:

- a. Continue with the existing prices;
- b. Request a lower price increase;
- c. Not accept the renewal offer.

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

**3.17 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

- 3.18 REFERENCES:** Vendors must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their telephone number and the nature and size of the contract. References shall be submitted on Attachment D of this RFQ. Do not list Knox County Government, Knox County Schools, or the Public Building Authority of Knoxville and Knox County 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 Forms that cannot be delivered with the contact information listed, are not returned prior to the deadline listed on the form, or are not returned will be scored accordingly.

- 3.19 REMOVAL OF VENDOR'S EMPLOYEES:** The successful Vendor agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County 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 Knox County.

- 3.20 RESPONDENT OBLIGATION:** Each firm shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFQ. The failure or omission of a firm to become acquainted with existing conditions shall no way relieve the firm of any obligations with respect to this RFQ or to the Contract.

- 3.21 SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.

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

Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

Contractor(s) 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, appurtenances, equipment, 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.

- 3.22 SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

- 3.23 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

- 3.24 SUBMIT QUESTIONS:** Prospective respondents may submit questions concerning this solicitation until **4:30 p.m. Eastern Time on September 17, 2019**. Submit questions as noted in Section 1.1.



## SECTION IV QUALIFICATION FORMAT

The following guidelines shall be followed when responding to the Request for Qualifications. Negligence in adhering to the format listed below will be considered when reviewing the responses and evaluating the respondents. Knox County reserves the right to reject any Qualification for failure to comply with the requested response specifications. We reserve the right to amend the Request for Qualifications by Addendum prior to the closing date of the Qualification.

**The qualifications shall be bound, with tabbed section dividers, and include the following sections in order:**

**TAB I COVER LETTER**

Respondent must provide a cover letter authorizing the submission of the Qualification wet-signed in blue ink by the individual authorized to bind the Consultant to the submittal. The letter shall be on the Consultant's letterhead and will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All Addendum(s) issued must be acknowledged in the cover letter.

**TAB II RESPONDENT'S INFORMATION**

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Knox County Vendor Number, copy of current Knox County Business Tax License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN)

**TAB III CONSULTANT INFORMATION, QUALIFICATIONS, & EXPERIENCE**

- Evidence of Firm's existence and Qualifications as specified in Section 3.8.a
- TDOT approval letter for projects of this nature of work as specified in Section 3.8.b
- Project summary list as specified in Section 3.8.c
- Project Managers' qualifications as specified in Section 3.8.d
- Staff qualifications as specified in Section 3.8.e
- Past experience in the required disciplines with TDOT and other clients
- A listing of proposed subcontractor(s), if applicable, including information specified in items c, d, and e of Section 3.8.
- Any other additional information deemed necessary to satisfy Knox County that the Firm is competent and able to fully and successfully implement the work of this Contract.

**TAB IV CONFLICT OF INTEREST STATEMENT**

All firms are required to disclose, throughout the term of the professional services agreement, any services being provided to all other clients and/or contractors on any Knox County project(s).

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest should they exist or develop.

The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the performance of the project, the Consultant must immediately notify the Buyer listed in Section 1.1 of this document regarding the conflict(s) of interest. Failure by the Consultant to notify County's designee may be grounds for termination of the professional services agreement.

**TAB V LITIGATION**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

**TAB VI ATTACHMENTS**

Respondent must include fully executed Attachments for: Iran Divestment Act, Insurance Checklist, Criminal History Affidavit, and References. License(s) for the firm and each individual member of the team and confirmation that the firm is included on TDOT's preapproved list shall be included here.

**TAB VII**

**EXCEPTIONS**

Respondents must list any Exceptions to this RFQ under this Section. Notations made in any other part of the submittal will not be reviewed or considered.

**TAB VIII**

**ADDITIONAL INFORMATION**

Respondents may include any additional information deemed necessary to fully demonstrate the Firm's competence and ability to successfully execute the responsibilities outlined in Section 3.1

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
IRAN DIVESTMENT AFFIDAVIT  
REQUEST FOR QUALIFICATIONS NUMBER 2887**

**AFFIDAVIT OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT  
TENNESSEE CODE ANNOTATED, SECTION 12-12-106**

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

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Notary Public  
My Commission Expires:

\_\_\_\_\_

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
REQUEST FOR QUALIFICATIONS NUMBER 2887**

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																											
		<table border="1"> <tr> <td>X</td><td>ANY AUTO-SYMBOL (1)</td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </table>						X	ANY AUTO-SYMBOL (1)																			<table border="1"> <tr> <td>BODY INJURY (Per -Person)</td><td></td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td></td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td></td></tr> </table>		BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
X	ANY AUTO-SYMBOL (1)																																		
BODY INJURY (Per -Person)																																			
BODY INJURY (Per-Accident)																																			
PROPERTY DAMAGE (Per-Accident)																																			
YES	4.	COMMERCIAL GENERAL LIABILITY						LIMITS																											
		CLAIM MADE				X	OCCUR	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	X	PROJECT	LOC			GENERAL AGGREGATE	\$ 2,000,000																										
								PRODUCTS-COMPLETED OPERATIONS/AGGREGA TE	\$ 2,000,000																										
YES	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																											
YES	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																											
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																											
YES	8.	XCU COVERAGE						NOT TO BE EXCLUDED																											
YES	9.	UMBRELLA LIABILITY COVERAGE						\$2,000,000																											
		PROFESSIONAL LIABILITY																																	
YES NO NO NO	10.	<table border="1"> <tr> <td></td><td>ARCHITECTS &amp; ENGINEERS</td></tr> <tr> <td></td><td>ASBESTOS &amp; REMOVAL LIABILITY</td></tr> <tr> <td></td><td>MEDICAL MALPRACTICE</td></tr> <tr> <td></td><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>							ARCHITECTS & ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	<table border="1"> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> </table>		\$1,000,000 PER OCCURRENCE/CLAIM	\$2,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM														
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\$1,000,000 PER OCCURRENCE/CLAIM																																			
YES	11.	MISCELLANEOUS E & O						\$500,000 PER OCCURRENCE/CLAIM																											
NO	12.	MOTOR CARRIER ACT ENDORSEMENT						\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																											
NO	13.	MOTOR CARGO INSURANCE																																	
NO	14.	GARAGE LIABILITY						\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																											
NO	15.	GARAGE KEEPER'S DIRECT 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 OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.

22. KNOX COUNTY, TENNESSEE SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO; ENDORSEMENT PAGE(S) WILL BE PROVIDED AS LONG AS THE CONTRACT IS IN EFFECT.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE QUALIFICATION NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED\_\_\_\_\_.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

Agency Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

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

Respondent Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**ATTACHMENT C  
KNOX COUNTY PROCUREMENT DIVISION  
CRIMINAL HISTORY AFFIDAVIT  
REQUEST FOR QUALIFICATIONS NUMBER 2887**

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with response by contractor)

I, \_\_\_\_\_, President or other Principal

Officer of \_\_\_\_\_, swear or affirm that the

Name of Company

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

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE}  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

ATTACHMENT D  
KNOX COUNTY PROCUREMENT DIVISION  
REFERENCES  
REQUEST FOR QUALIFICATIONS NUMBER 2887

VENDOR NAME: \_\_\_\_\_

Bidder shall submit a list of three (3) Contracts of similar size which have been in service within the last three (3) years.  
Do not list Knox County Government as a Reference.

Reference # 1

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-mail address (required): \_\_\_\_\_ Fax number: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dollar amount: \$\_\_\_\_\_ (over the life of the Contract)

Contract start date: \_\_\_\_\_ Contract end date: \_\_\_\_\_

Reference #2

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-mail address (required): \_\_\_\_\_ Fax number: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dollar amount: \$\_\_\_\_\_ (over the life of the Contract)

Contract start date: \_\_\_\_\_ Contract end date: \_\_\_\_\_

Reference #3

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-mail address (required): \_\_\_\_\_ Fax number: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dollar amount: \$\_\_\_\_\_ (over the life of the Contract)

Contract start date: \_\_\_\_\_ Contract end date: \_\_\_\_\_