

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Mobile Solutions** as specified herein. Proposals must be received by **2:00 p.m. on April 16, 2021**. Late proposals will neither be considered nor returned.

**Deliver Proposals To:
Proposal Number 3042
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 GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Please direct all requests for additional information to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions must be emailed to jay.garrison@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:** Proposers 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.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The award criteria are listed in Section 3.10.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

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

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

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

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

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

- 1.8 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.9 COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and three (3) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a CD-Rom/flash drive format in one (1) complete file.**
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Facsimile and email 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, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our on-line Procurement system, "Knox 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 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 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.
- 1.15 PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from 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 on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as 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.
- 1.16 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.17 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.
- 1.19 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. Knox County shall also not be responsible for proposals delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as 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 proposal 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.**
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals:
- 1.20.1 Be submitted on recycled paper
 - 1.20.2 Not include pages of unnecessary advertising
 - 1.20.3 Be made on both sides of each sheet of paper
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time March 30, 2021**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Non-discrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, to be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.25 USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.26 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods 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 bidders list for twenty-four (24) months.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration." Proposers must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.28 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 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 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 bidding.
- 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 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.
- 2.11 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 proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 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, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-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.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

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

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1** **INTENT:** The intent of these specifications is to set forth and convey to prospective proposers the general type, character and quality of Mobile Solutions as desired by Knox County Government. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2** **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.2** **ADDITION OR DELETION OF GOODS/SERVICES:** Knox County reserves the right to add or delete goods or services as the needs arise. As technology advances, any additional equipment or service that may become available, as well as rate structures, accessories, etc. may be incorporated into the Contract. Pricing will be determined as outlined in Section 3.17.
- 3.3** **AUTHORIZED DEALER/RESELLER:** Vendors must submit, upon request, signed written factory documentation that they are authorized dealers/resellers for the products they are proposing. If vendor is the manufacturer of the product they are proposing, a signed statement stating that fact must be submitted. Failure to comply with this request may be just cause for rejection of the proposal.
- 3.4** **AWARD LENGTH:** The length of this contract will be three (3) years with the option to renew upon mutual consent of both parties. The term agreement may be renewed for two (2) three-year periods for a total of nine (9) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5** **BACKGROUND CHECKS:** A KCSO background check may be a requirement for all employees of the successful vendor's staff providing services to Knox County. Certain felony convictions may prohibit individuals from servicing this Contract. The successful vendor will be required to submit a list of all employees that will be servicing the Knox County account. This list must be kept current and include the full name, current address, social security number, driver's license number and phone number of each employee. All associated cost for the background checks will be the responsibility of Knox County. Personal information will be kept confidential.
- 3.6** **COMMUNICATIONS WITH THE VENDOR:** Upon award, Knox County will communicate extensively and continually with the vendor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or email confirmation. Due to the volume of information that must be transmitted, it is essential that the vendor have an efficient and properly functioning fax machine. Ideally, the vendor will have e-mail capabilities.
- 3.8** **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful proposer shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account so as to avoid any interruption of service.
- 3.6** **CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful vendor(s). The Knox County Procurement Division will draft this Contract and **no vendor forms (e.g. Terms and Conditions, Service Agreements, or other standard Company forms) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal.** Knox County may only consider software license agreements with modifications to Liabilities, Governing Law and Venue and other terms as deemed appropriate by Knox County.

A sample copy of Knox County's Contract is attached.

3.7 COOPERATIVE PURCHASING: Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

3.8 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 proposal being non-responsive and disqualified.

3.9 E-RATE PROGRAM COMPLIANCE:

The Schools E-Rate Program provides discounts to assist most schools in the United States to obtain affordable Internet access and telecommunications services. Five service types are funded: Data Transmission Services and Internet Access, Voice Services, Internal Connections, Managed Internal Broadband Services and Basic Maintenance of Internal Connections. Discounts range from 20-90 percent of the costs of eligible services, depending on the level of poverty and the urban/rural status at the school district level. Eligible schools, school districts may apply individually or as part of a consortium.

The E-Rate Program supports connectivity, which is the conduit or pipeline for communications using telecommunications services and/or the Internet. The School is responsible for providing additional resources such as the end-user equipment (computers, telephones, and the like), software, professional development, and the other elements that are necessary to realize the objectives of that connectivity.

The E-Rate Program is one of the four programs funded through a universal service fee charged to companies that provide interstate and/or international telecommunications services. The Universal Service Administrative Company (USAC) administers the universal service fund at the direction of the Federal Communications Commission (FCC).

The Federal E-Rate Program is regulated through complex rulings, requirements and guidelines which can evolve year over year. Failure to comply fully with any E-Rate criterion can result in lost funding to service recipients or delayed payments to service providers. Knox County wishes to eliminate adverse audit findings and rulings related to E-Rate in the 2016 funding year and beyond. All vendors who provide materials, or services for which E-Rate funding is sought must meet / understand the program rules and regulations.

Internet connectivity, and the goods and services that support it, in Tennessee schools is becoming increasingly critical to the success of high-stakes education processes, such as TCAP and TNReady. As the importance of Internet connectivity increases Knox County must make certain that the quality and reliability of services offered is commensurate with that importance. All of the concepts covered in this document are discussed in more detail on [USAC's website](#). This high-level overview of the steps in the program process is not intended to be a substitute for form instructions or other official guidance materials. The E-Rate Productivity Center (EPC) is the account and application management portal for the E-Rate Program.

3.9.1 COMPLIANCE WITH STATE AND LOCAL PROCUREMENT REGULATIONS: In order to participate in the E-rate Program, the Service Provider must comply with all state and local procurement rules and Regulations. If the local jurisdiction has restrictions on who can respond to their proposals, for example, the Service Provider must meet those restrictions.

The proposer must agree to comply with all state and local procurement rules and regulations.

3.9.2 FAMILIARITY WITH E-RATE PROGRAM: The Service Providers who participate in the E-rate Program also have a responsibility to educate themselves about the Service Provider program requirements and timelines.

The proposer must indicate that they are familiar with the E-Rate Program and the responsibilities of E-rate Service Providers.

3.9.3 REGISTRATION WITH USAC – FORM 498: Form 498 is a registration form. It is the method by which USAC collects information about the Service Provider. It is the basis upon which a Service Provider Identification Number (SPIN) is issued. The Form is the mechanism by which the Service Provider indicates their legal structure, principal communications business, their general contact, their Schools and Libraries contact and their remittance information.

The proposer must have successfully filed Form 498.

- 3.9.3 SERVICE PROVIDER IDENTIFICATION NUMBER:** USAC will assign a Service Provider Identification Number (SPIN) to each company that registers by filing a Form 498. The SPIN is used by USAC as a means of identification and tracking records to your company. Applicants use the SPIN as a means of identifying your company as providing the E-rate eligible services on which they seek discounts.

The proposer must have been issued and provide a Service Provider Identification Number issued by USAC and evidence of current Service Provider Annual Certification [SPAC]. The proposer must provide their SPIN as part of the proposal response.

- 3.9.4 SLD CONTACT INFORMATION:** The Form 498 has space for providing a separate contact for the Schools and Libraries Program. This contact information is used for the person who will receive correspondence and answer questions regarding the E-rate Program.

The proposer must have filed its contact information with the Schools and Libraries Program and include this information as part of the proposal response.

- 3.9.5 INELIGIBLE SERVICES:** Some items and services may not be eligible for funding through the E-rate support mechanism.

Proposer must specify any and all items that are ineligible for E-Rate funding; such items should generally be cost-allocated and/or invoiced separately, in a manner compliant with the rules of the E-Rate program.

- 3.9.6 SUSPENSIONS AND DEBARMENTS:** Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Program are subject to suspension and debarment from the program. The Federal Communications Commission (FCC) Suspension and Debarment regulations were announced in the Second Report and Order and Further Notice of Proposed Rulemaking (FCC 03-101 released April 30, 2003).

The Proposer must assert that they have not been suspended or debarred from the E-Rate program at any time and must demonstrate a positive track record with prior E-Rate projects. E-Rate experience and history may be taken into consideration, in the context of Qualifications and Experience factors, in proposal evaluation.

- 3.9.7 E-RATE DISCOUNTS AND INVOICING:** FCC rules require USAC to pay universal service support to service providers and not directly to applicants. However, two invoice methods and program forms exist. Service providers may submit a Service Provider Invoice (SPI) Form 474 to USAC seeking payment for services or the billed entity may submit the Billed Entity Applicant Reimbursement (BEAR) Form 472, which must also be signed by the service provider. Service providers may provide applicants with discounted bills and submit the SPI to request payment from USAC for the amount of USF support to be paid. Service providers and applicants may jointly submit the BEAR when the applicant has paid the entire cost of services to the service provider. In all cases, USAC pays support to the service provider.

The Knox County Schools School District normally requires the Service Provider Invoicing [SPI] mode, with discounts provided to the District, clearly indicated on invoices to the District as such, and requests the opportunity to review all SPI documentation for quality assurance purposes before it is submitted to the SLD for processing.

To receive disbursements from USAC for eligible purchases made through this proposal, service providers must submit the Service Provider Invoice Form (FCC Form 474 or SPI Form) to USAC. The SPI informs USAC of the amount of universal service support that is owed to the service provider for goods and services provided to the applicant. On the SPI Form, the service provider indicates the FCC Form 471 relevant to its request for payment, thereby referencing its underlying contract (when applicable) or tariffed relationship with the entity. The service provider also indicates the date it billed its customer or the last day it performed the relevant work.

Questions regarding invoice payments by USAC to the vendor should be addressed to USAC through the Invoicing Hotline at (973) 425-7335.

The District nevertheless reserves the right to require Billed Entity Application for Reimbursement [BEAR] invoicing mode on a case-by-case basis. Proposer must indicate willingness to operate using whichever mode of invoicing is requested by the District.

By submitting a proposal, the proposer indicates that they are familiar with the USAC invoicing and payment systems cited above and is prepared to invoice USAC for up to 90% of the payment for products or services provided through the E-rate program.

- 3.9.8 DOCUMENTATION, SUBMITTALS, AND TIMELINES:** Failure to file the appropriate documentation with USAC in a timely manner may result in the denial of funding. Knox County Schools will not be responsible for the loss of funding that might occur in such a circumstance and will not be required to provide any form of restitution or return installed products.

Further, the proposer should be aware that the resolution of invoices with USAC may exceed 90 days. In any and all circumstances, Knox County Schools shall only issue payment for the undiscounted portion of E-rate eligible purchases or ineligible products or services.

By submitting a proposal, the proposer indicates that that they both understand and willingly comply with the above without reservation.

- 3.9.9 DISTRICT OBLIGATION TO PROCEED WITH PROJECT:** District is not obligated to proceed with the project unless and until E-Rate funding has been approved for this project, at approximately the levels anticipated at the time of acceptance/award and Form 471 filing. If a multi-year contract or contract with voluntary extensions is awarded as proposed, this provision is applicable anew in each successive year. However the District reserves the right to proceed with all or any portion of any project, prior to E-Rate award, at the District's sole discretion.

By submitting a proposal, the proposer indicates that they both understand and willingly comply with the above without reservation.

- 3.9.10 RETNETION AND RECORDS AND AUDITS:** All E-Rate documentations must be maintained for at least (10) ten years after the last date of service delivered to be able to comply with audits and other inquiries or investigations.

3.9.11 E-RATE PROGRAM TIMELINE AND LIST OF DEADLINES:

Form or Event	Deadline or Dates
Funding Year	July 1 through the following June 30 (non-recurring services through the following September 30)
FCC Form 470	Posted at least 28 days before the filing of the FCC Form 471, keeping in mind (1) the timeframe for compliance with all competitive bidding requirements and (2) the FCC Form 471 application filing window opening and closing dates
FCC Form 471 window	(Generally) January to March preceding the start of the funding year (exact dates for each funding year will be posted on the website)
FCC Form 471	Submitted online no later than 11:59 PM EDT on the day of the close of the FCC Form 471 application filing window (exact date will be posted on the website)
FCC Form 486	Received or postmarked no later than 120 days after the date of the Funding Commitment Decision Letter or 120 days after the Service Start Date, whichever is later
FCC Form 472/FCC Form 474	Received or postmarked no later than 120 days after the date of the FCC Form 486 Notification Letter or 120 days after the last date to receive service, whichever is later
Appeals	Received no later than 60 days after the date of USAC's decision letter

3.10 EVALUATION CRITERIA: This proposal will be evaluated by the following criteria:

Cost	40 Points
Network Coverage	30 Points
Account Management/Support	20 Points
Equipment/Services Offering	10 Points

- 3.11 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the services 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 opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.
- 3.11 INCURRED COST:** Cost incurred in developing the proposal or in anticipation of award or, prior to full and final execution of the agreement is entirely the responsibility of the proposer and shall not be chargeable to Knox County Government.
- 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 issued by the Knox County Procurement Division.
- 3.12 INVOICING:** Each department or division of Knox County Government is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business have separate accounts for each department or division that desires to purchase from you. Do not credit our payments to anyone else's account.
- 3.14 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.13 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. Vendors may be required to sign an affidavit to this policy.
- 3.14 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 etseq. Proposers are cautioned that all documents submitted on behalf of the Request for Proposal shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.15 PATENTS AND COPYRIGHTS:** The proposer(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device in performance of the work which is the subject of patents or copyrights. Proposer shall, at its own expense, hold harmless and defend Knox County against any claim, suit or proceeding brought against Knox County which is based upon a claim, whether rightful or otherwise, that the work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against Knox County.
- 3.17 PRICING:** Pricing will be a percentage off advertised retail price for all equipment, rate plans, data plans, and accessories, and services that the vendor offers. Knox County also reserves the right to negotiate pricing for specialized equipment, rate structures, accessories, etc. on an as needed basis. Vendor may be asked to provide documentation of costs as part of the negotiations.

The proposer(s) warrants that the discount percentage stated shall remain fixed for a period of thirty-six (36) months from the first day of the Contract period. If the Contractor's discount percentage is lowered after the first Contract period, 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. Discount percentage decreases will only be considered at the renewal period(s). If the discount percentage decrease is rejected, the Contractor may:

- 3.17.1 Continue with the existing discount percentage
- 3.17.2 Request a smaller discount percentage decrease
- 3.17.3 Not accept the renewal offer

If a discount percentage decrease is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new discount percentage and effective date of the change. This documentation will become part of the bid file. No approvals will be authorized verbally.

Note: Knox County will not accept proposals which reference national cooperative purchasing agreements (e.g. NASPO), General Services Administration (GSA), etc. Any proposal which references the above may be rejected and not considered for award.

3.18 PROPOSAL FORMAT: This solicitation is in the Request For Proposal format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.19 SUBMIT QUESTIONS: Prospective bidders must submit questions concerning this solicitation **Thursday, March 30, 2021 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

SECTION IV MINIMUM REQUIREMENTS

4.1 SCOPE OF WORK: The Knox County Government is seeking a vendor to supply mobile solutions that will provide connectivity between all Knox County personnel on a local, regional and national basis. This includes, but is not limited to, daily government activity, law enforcement, school transportation and safety, emergency management, etc.

Each department will be responsible for selecting its own equipment, rate plans, etc. However, as part of the ongoing account management as per Section 4.2.1, the Contractor must work with each department to ensure the best possible equipment, rate plans, etc. for that particular account are utilized.

4.2 VENDOR REQUIREMENTS: The following are considered the minimum requirements for the provision of mobile solutions to Knox County Government. Vendors must meet the following requirements to be considered for award.

4.2.1 Account Management:

- Vendor must be able to provide an equipment inventory upon request. This should display phone number, ESN, account number, and pricing plan attached to unit.
- Equipment orders (new or replacement) must be filled within twenty-four (24) hours of order date. Tracking numbers from placed orders is preferable.
- Due to the critical nature of several Knox County Departments, vendor must supply Knox County with an inventory of spare phones, MiFis, and air cards. These replacements must be able to be activated by Knox County personnel twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year.
- Vendor must have the ability to offer multiple sub-accounts in order to organize equipment by Knox County departments as well as provide invoicing by Knox County departments.
- Vendor must be able to block purchase of accessories that are billed to a certain device (i.e. no kiosk purchases). All requests for accessories must be made through the department and must follow normal procurement guidelines.
- Vendor must perform a Quarterly Rate Plan Analysis to ensure best value and maximum savings to the County.
- Vendors must state whether or not County employees may receive employee discounts on devices and plans.

4.2.2 Invoicing:

- Vendors **must** make available the statements online. Access to the statements must be able to be restricted to specific, authorized personnel with a secure connection.
- Access to online statements **must** be available at all times, including, but not limited to, cases where payment may be late.
- Due to the nature of business within Knox County, some devices may need to be cancelled before the term of the Contract has expired. In such cases, there shall be no termination fees for the canceling of these devices. Likewise, there shall be no set up or activation fees.

4.2.3 Network:

- Wireless data network is required to traffic only encrypted data between the Knox County network and the vendor's network.
- Vendor should provide maximum network coverage throughout Knox County's unique geographic landmass with the least possible network "drops or dead spots".
- Vendor must provide network coverage to all Knox County facilities which include, but are not limited to: All Knox County, Knox County Sheriffs Office, Knoxville/Knox County Community Action Committee, and Knox County School locations. Vendor must also state local, regional and national coverage areas and provide coverage maps, along with any known "dead areas", with their response. Temporary to long-range coverage must be in place no longer than ninety (90) days from proposal award date. Testing by Knox County may be a requirement.
- Vendor must state whether or not repeaters, antennas, or other devices will be constructed, at no cost to Knox County, to assure the best possible coverage not only within the County but also within all buildings (e.g. interior rooms, basements).
- Knox County understands that technology is always evolving. Vendor must communicate with Knox County any advances in technology that will enhance the usability of the wireless services (e.g. faster network, new devices, compatibility with Wi-max).

4.2.4 Open Records Requests:

- Contractor(s) must respond to open records requests in a timeframe required by Knox County.
- Open records requests may include, but not be limited to, purchases of plans and equipment, usage, and records of calls made to and from County devices.
- Contractor must respond to any other issues that may arise from open records requests.

4.2.5 Support:

- Vendor must provide support that is accessible twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year.
- It is preferable that the successful vendor provide Knox County Government with a single representative and a backup if the primary representative is unavailable.
- Vendor must have a service center within the corporate boundaries of Knox County.

SECTION V EQUIPMENT/RATE STRUCTURES/SERVICES

Proposers must detail all currently available equipment, rate structures, services, etc. Please submit responses in the designated parts of Section VI. Failure to follow the stated format may be considered in the evaluation process.

5.1 PHONES: Provide a summary of the currently available cellular phones.

5.2 DATA PLANS: Provide a summary of currently available data plans. Detail limitations in regards to the data plans.

5.3 VOICE PLANS: Provide a summary of currently available voice plans.

5.4 TABLETS/NETBOOKS: Proposers must provide details of all tablets/netbooks, or similar devices, available. Describe the functionality, compatibility with various operating systems, etc. Also detail the data plans needed for the tablets/netbooks.

- 5.5 AIR CARDS:** Provide a summary of currently available air cards. Detail compatibility with other devices, limitations on usage, etc.
- 5.6 MIFI:** Proposers must detail available MiFi units. State the signal strength, number of connections allowed at one time, etc. Also detail the data plans needed for the MiFi units.
- 5.7 GPS:** Proposers must detail currently available GPS units and services. Also detail the data plans needed for the GPS units and services.
- 5.8 SATELLITE PHONES:** Proposers must detail available satellite phone capabilities. List equipment and detail rate and data planse required for the satellite phones.
- 5.9 CELLSITE ON WHEELS (COW)/CELLSITE ON LITE TRUCK (COLT):** Proposers must detail available COW/COLT equipment. Describe the range of the cellsite, number of connections allowed, and any other functionality or restrictions. Also detail rate and data plans needed.
- 5.10 WEBSITE:** Describe the functionality of your website. Proposers may be asked to demonstrate the capabilities of their website during the evaluation process. The website must, at a minimum, meet the following requirements:
- Be a dedicated and customizable website for the Knox County account.
 - Have multiple accounts in order for all departments in the County to place orders, pull records, etc. Each department will be responsible for placing its own orders. Users and access to be determined by Knox County. Please note invoicing requirements in Section 3.12.
 - Reflect the correct pricing for all equipment, rates, etc. offered.
 - Be able to extract data on an as needed basis concerning costs, purchases, usage, call logs, etc.
 - Allow the designated users from each department to make changes to the account as needed. The website must also allow for super users as determined by Knox County.
 - Proposers must set up each department on the website as well as provide training for the individual departments on all functions of the website. Training will be ongoing as needed to assure that the using departments are capable of using the website and its functionality correctly. All set up and training will provided at no additional cost to the County.
- 5.11 OTHER VALUE ADDED SERVICES:** Please describe any other value added services offered that will assist the County.

SECTION VI PROPOSAL FORMAT

Proposers must comply with the requirements of this section of the RFP in order for their proposal to be considered. All requested information must be provided, including completion of all enclosed tables. Failure to supply requested information may disqualify a proposer from further consideration, as determined in Knox County's sole discretion. The following information must be bound and tabbed by the number located to the left of the clause in order to meet the proposal format.

PART I VENDOR INFORMATION

- Vendor Name, Address, Knox County Vendor Number, Telephone Number, Fax Number, Contact Person, E-mail address of Contract Person, Website address, Knox County Business License, Taxpayer Identification Number (EIN)

PART II LETTER AUTHORIZING THIS PROPOSAL

- This must be signed by an authorized person who can legally bind the company. Please sign the original in blue ink.

PART III COMPANY INFORMATION

- Number of years in business, Annual sales volume of service, Number of employees, etc.
- Emergency service notification process
- Provide any other information that is pertinent to this solicitation

PART IV COSTS

- Pricing Sheet

PART V NETWORK

- Describe your coverage area. Include possible "dead spots" as well.
- Detail network speeds available in Knox County (e.g.: 4G, 5G)
- List known future enhancements to your network
- Provide any other information that is pertinent to this solicitation

PART VI ACCOUNT MANAGEMENT/SUPPORT

- Detail the Account Management Staff and Support Staff to be associated with the Knox County Account (e.g. number of dedicated staff, level of training, etc.)
- Describe ability to meet "emergency" requests for new equipment, services, etc.
- Provide any other information that is pertinent to this solicitation

PART VII PHONES

- Detail currently available phones as per Section 5.1
- Provide any other information that is pertinent to this solicitation

PART VIII DATA PLANS

- Detail currently available data plans as per Section 5.4
- Provide any other information that is pertinent to this solicitation

PART IX VOICE PLANS

- Detail currently available voice plans as per Section 5.2
- Provide any other information that is pertinent to this solicitation

PART X TABLETS/NETBOOKS

- Detail currently available tablets/netbooks and similar devices as per Section 5.5
- Detail data plans needed for tablets/netbooks and similar devices
- Provide any other information that is pertinent to this solicitation

PART XI MIFI

- Detail currently available MiFi units as per Section 5.6
- Provide any other information that is pertinent to this solicitation

- PART XII** **AIR CARDS**
- Detail currently available air cards as per Section 5.3
 - Provide any other information that is pertinent to this solicitation
- PART XIII** **GPS**
- Detail currently available GPS units and services as per Section 5.7
 - Detail data plans needed for GPS units and service
 - Provide any other information that is pertinent to this solicitation
- PART XIV** **SATELLITE PHONES**
- Detail currently available satellite phones as per Section 5.8
 - Detail rate and data plans needed for satellite units and service
 - Provide any other information that is pertinent to this solicitation
- PART XV** **CELLSITE ON WHEELS (COW)/CELLSITE ON LITE TRUCK (COLT)**
- Detail currently available COWs/COLTs as per Section 5.9
 - Provide any other information that is pertinent to this solicitation
- PART XVI** **WEBSITE**
- Detail all aspects and functionality of your website as per Section 5.10
 - Proposers may be asked to provide a demonstration of the functionality of the website
 - Provide any other information that is pertinent to this solicitation
- PART XVII** **PAYMENT METHOD**
- Do you accept payment via credit card as per Section 1.16.
- PART XVIII** **E-RATE**
- State whether or not you are you an authorized E-rate service provider
- PART XIX** **VALUE ADDED SERVICES/ADDITIONAL INFORMATION**
- Detail other value added services offered
 - Provide any other information that is pertinent to this solicitation
- PART XX** **NON-COLLUSION AFFIDAVIT, IRAN DIVESTMENT ACT, CRIMINAL HISTORY RECORDS CHECK**
- PART XXI** **ACKNOWLEDGEMENT OF ADDENDUM**
- PART XXII** **EXEPTIONS**
- Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposers acceptance of the terms and conditions as stated.

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.

PRICING SHEET**RFP 33042 MOBILE SOLUTIONS****Vendor:** _____

Proposers must complete the Pricing Sheet and submit with their response. Due to the changing nature of the technology requested in this RFP, all products offered by the proposer will be included in this contract. The pricing sheet is to serve merely as a tool for evaluating costs. It is not to be considered all encompassing for the products offered by the proposer. All equipment, plans, accessories, services, etc., offered by the proposer shall receive the same discount. The County requests a single discount percentage for all items offered by the proposer.

Product	Retail/List Cost	Discount Percentage	Final Cost to County
Samsung Galaxy S21 5G			
Samsung Galaxy S21 Plus 5G			
Samsung Galaxy S21 Ultra 5G			
Samsung Galaxy Note20 5G			
Apple iPhone 12			
Apple iPhone 12 Pro			
Apple iPhone 12 Pro Max			
Samsung Galaxy Tab 7			
Samsung Galaxy Tab 7+			
Samsung Galaxy Tab A 8.4			
Apple iPad (8 th Generation)			
Apple iPad Air (4 th Generation)			
Apple iPad Mini 64GB			
Data Plan – Up to 5GB			
Data Plan – Up to 10GB			
Data Plan - Unlimited			
Data Plan – Unlimited, including hot spot			
Data Plan – Unlimited for Tablet/Netbook			

NONCOLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____)

COUNTY OF _____)

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

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

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

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20 _____

(signature)

My commission expires _____

REQUEST FOR PROPOSAL NUMBER 3042

IRAN DIVESTMENT ACT

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(Sign in BLUE ink)

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the

Name of Company

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

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

Knox County Government

and

(Contractor)

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

Whereas, the County requested proposals for Mobile Solutions for Knox County Government (Request for Proposal 3042) and;

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

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

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

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2021 and ends the 30th day of June 2022 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue an initial three (3) award. Upon the mutual agreement of the vendor and the County, the award may be extended for two (2) additional three (3) year periods. This may result in a total of nine (9) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Mobile Solutions per the Contractor's response to Request for Proposal 3042 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Due to the nature of this Contract, the Contractor must provide weekly price updates per the terms of the Request for Proposals.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Mobile Solutions pursuant to Request for Proposal 3042.

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

Should the Contractor fail to provide the Mobile Solutions detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

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

5. Appropriations. In the event no funds are appropriated by the County for the Mobile Solutions in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

- 6. Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.
- 7. Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Mobile Solutions, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 8. Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.
- 9. Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.
- 10. This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 11. Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.
- 12. Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.
- 13. Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.
- 14. Contractor** shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.
- 15. Delivery.** Contractor shall render the Mobile Solutions for the County in accordance with Request for Proposal 3042.
- 16. Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 17. Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages
- 18. Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:
- A. Request for Proposal 3042 for Mobile Solutions
 - B. Contractor's Response to Request for Proposal 3042 for Mobile Solutions

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

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

KNOX COUNTY GOVERNMENT

MAYOR – Signature

GLENN JACOBS
MAYOR

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. _____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

LAW DIRECTOR – Signature

LAW DIRECTOR – Printed Name

Date: _____

VENDOR

AUTHORIZED SIGNATURE

VENDOR – Printed Name

UNITED RENTALS (NORTH AMERICA), Inc., dba Reliable Onsite Services
COMPANY NAME (VENDOR)

Date: _____