

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Networking Materials** as specified herein. Proposals must be received by **2:00 p.m. on August 4, 2021**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3068
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Beeler, Senior Buyer, CPPB, at 865.215.5769. Questions may be faxed to 865.215.5778 or emailed to christina.beeler@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Vendors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

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

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in 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 comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.9 COPIES: Knox County **requires** that proposals be submitted as one (1) marked as original and six (6) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD or flash drive. The use of elaborate binders or color pages is not necessary.

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

1.11 ELECTRONIC TRANSMISSION OF PROPOSALS: Knox County's Procurement Division **will not** accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.12 HOW TO DO BUSINESS: Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes for our vendor-clients and on-line requisitioning and receiving for our county departments.

In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

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

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

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

1.17 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:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.19 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, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.21 REMANUFACTURED EQUIPMENT:** Vendors are advised that remanufactured or refurbished will not be accepted in this proposal.
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **July 20, 2021 at 12:00 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TERM AGREEMENT:** If this proposal results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.27 USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.28 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.29 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

- 1.30 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Vendor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for ten (ten) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Vendor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Vendor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **DEFAULT:** If Vendor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 **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 dispute which arises 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:** Vendor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

- 2.12 INDEPENDENT CONTRACTOR:** Vendor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 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 Vendor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 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:** Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Vendor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices.
- Vendor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Vendor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response to Request for Proposals, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.
- 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.
- 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, Vendor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 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:** Proposer warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from

defects. Proposer extends to Knox County all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Vendor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to convey to prospective Proposers the general type and quality of Networking Materials. All products proposed must be compatible with the currently installed base of electronics used and serviced by Knox County Schools. While this Request for Proposals is intended to directly support purchases proposed through the E-Rate program, the resulting contract will be available to all departments and campuses. Award will be based on Best Value; Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACADEMIC PRICING:** Academic pricing applies to all products and services provided to Knox County Schools through this proposal.
- 3.3 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.
- 3.4 ADDITIONS/DELETIONS:** Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.5 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor 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. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.
- 3.6 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service.
- 3.7 CONTRACT EXECUTION:** The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Board of Education and by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance of such meetings.
- The Knox County Procurement Division will draft the Contract and no other vendor forms (i.e. Terms and Conditions, Service Agreements or other standard vendor forms) will be accepted as Contract attachments.
- 3.8 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.9 DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. There shall not be a minimum order or size. **There will be no additional hidden charges.**
- 3.10 DISCONTINUED ITEMS:** The successful proposer shall notify the Knox County Purchasing Division of any items that have been discontinued and recommend an appropriate substitution. Knox County Schools will be the sole judge if the substitution is appropriate.
- 3.11 DISCOUNT:** Discount pricing is to be a percentage off manufacturer's suggested retail price. You must include with your proposal's cost sheet all manufacturers with their discount level.

3.12 ENERGY STAR: Equipment meeting federal “energy star” guidelines are encouraged, and shall be noted, as meeting these standards. Alternates will be evaluated and may be awarded separately. Knox County may use life cycle costing techniques to evaluate these criteria.

3.13 EVALUATION CRITERIA: Each proposal will be evaluated using the following general criteria:

Cost	35 points
Ability to Execute	30 points
Eligible Products	15 points
Experience & Qualifications	10 points
Installation, Training, and Basic Maintenance	10 points

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

3.15 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor’s intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Tab X of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.16 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Vendor or subcontractor under Knox County contracts.

3.17 IDENTIFICATION: During the Service of this Contract employees of the Vendor shall have proper identification displayed at all times while on property belonging to Knox County.

3.18 INSURANCE: The successful Vendor must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor’s willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal.

Upon the Notification of Intent to Award, the successful Vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor’s responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 INVOICE DETAIL: Knox County requires that invoices show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- 3.19.1 Summary page listing the total charges for the services rendered for the month;
- 3.19.2 An itemized list detailing the description, quantity and cost of each item or service provided as per Contract(not if the job was a “Not to Exceed” project).
- 3.19.3 The location delivered to (Such as XYZ School or Knox County Schools Central Receiving).
- 3.19.4 The date the services / materials were delivered

- 3.19.5 A statement that the price invoiced is per the proposal/quote
- 3.19.6 The County's unique identifier number: to facilitate tracking, all invoices must have a Knox County customer unique identifier number on them or they will be returned.
- 3.19.7 Submit one original invoice and one copy
- 3.19.8 Preferably invoices will be submitted on white paper
- 3.19.9 When possible invoices shall include a copy of the signed delivery ticket

Please note: 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 vendors establish separate accounts for each department or division that desires to make a purchase based on a contract resulting from this proposal. Please do not allow other departments to place their changes on another account. Payments must not be credited from this contract to another department's account.

3.20 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures. This information and procedures shall be provided to the contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included. Each invoice shall include a breakdown for each service provided and shall list the contracted unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that the successful Contractor's invoices specify the correct department. Do not credit payments to another department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Mail invoices for the Knox County Schools to:

3.0.1 Knox County Schools
Technology Department
c/o John Dendrinis
PO Box 2188
Knoxville, TN 37901

3.21 INVOICE REVIEW: Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in the termination of the Contract with that particular Contractor.

3.22 LICENSES AND CERTIFICATIONS: Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.

3.23 MANUALS/DOCUMENTATION: Upon request, vendors must be prepared to provide all manuals and documentation to support or services accepted as a portion of the contract.

3.24 MANUFACTURER AND MODEL: Proposer must indicate in their proposal response the manufacturer/brand and item number of the product being proposed. The phrase "As specified" and "As requested" will not be approved nor appropriate.

3.25 NEGOTIATION: Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

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

- 3.27 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Vendor. A vendor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County Election Commission.
- 3.28 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.29 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.
- 3.30 PATENTS AND COPYRIGHTS:** The vendor 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 patent rights or copyrights.
- Vendor shall, at its own expense, hold harmless and defend Knox County and/or Knox County Schools against any claim, suit, or proceeding brought against Knox County and/or Knox County Schools which is based upon a claim, whether rightful or otherwise, that the work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and costs awarded against Knox County and/or Knox County Schools.
- 3.31 PRICING:** The proposer(s) warrants that the unit price stated 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 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. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:
- Continue with the existing prices;
 - Request a lower price increase;
 - Not accept the renewal offer.
- If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.
- 3.32 MOST FAVORABLE PRICING:** By submitting a proposal in response to this solicitation, Vendors agree to guarantee that Knox County is receiving the lowest price offered by your company to other customers for similar products and services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County shall reserve the right to take any or all of the following actions:
- 3.32.1 Cancel the Contract, if it is currently in effect
3.32.2 Determine the amount that was overcharged and submit a request for payment from the Contractor for that amount
- 3.33 PROPOSAL EVALUATION:** In evaluating the Proposals, Knox County reserves the right to use any or all of the ideas from the Proposals submitted without limitation and to accept any part or all, of the successful Proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.34 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the Proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.35 PROPOSALS REQUESTED ON BRANDS OR EQUAL:** Unit price proposals are requested on products that equal or exceed the quality and performance of the brands and model numbers listed.

References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the proposal.

It shall be the responsibility of the proposers, including proposers whose product is referenced; to furnish with the proposal such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposal.

- 3.36 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.37 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.38 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis or as set forth in the contract.
- 3.39 REFERENCES:** Vendor must provide with their submittal three (3) accounts of similar work completed in the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference. Local academic references are preferred.
- 3.40 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.41 REMOVAL OF VENDOR'S EMPLOYEES:** Vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Vendor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.42 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **July 20, 2021 at 12:00 p.m.** local time. No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

SECTION IV E-RATE PROGRAM COMPLIANCE

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 2021 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.

- 4.1 **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.**
- 4.2 **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.**
- 4.3 **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.**
- 4.4 **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.

- 4.5 **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.**
- 4.6 **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.**
- 4.7 **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 and 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.

- 4.8 **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. The proposer must indicate a 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.

- 4.9 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 they both understand and willingly comply with the above without reservation.**

- 4.10 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.**

SECTION V SPECIFICATIONS

- 5.1 COMMSCOPE / SYSTIMAX NETWORKING MATERIALS:** While the specifications in this portion of the document are based on current models of branded components, this does not indicate other manufacturer's specifications. Proposers are reminded that it is the responsibility of the proposer to provide all information necessary to fully contrast their proposal versus the specified items.

All materials specified must be supplied by a single manufacturer. The manufacturer must have a minimum of ten (10) years' experience in the manufacture of the specified cabling products and shall be ISO 9001/14000 Certified. Only alternates that can provide integrated, tuned, and tested components that provide a complete, end-to-end solution from one supplier will be considered.

The proposed solution must provide a minimum of a 20-year Extended Product Warranty and Applications Assurance Program for all certified SYSTIMAX projects. The SYSTIMAX Applications Assurance Program must include all applications currently contained in the SYSTIMAX Performance Specifications. In addition the Assurance Program must cover any applications introduced in the future by recognized standards or user forums that use TIA/EIA 568-B or ISO/IEC IS 11801 for UTP channel specifications for cabling.

Complete documentation regarding the manufacturer's warranty shall be submitted as part of the proposal. This shall include but is not limited to a sample warranty that would be provided to Knox County Schools when the installation is complete and certified and documentation of the support procedure for warranty services. A system's application assurance manual documenting the vendor supported applications and application guidelines shall be provided as part of the submittal.

5.2 **ITEMIZED NETWORKING MATERIALS:** The following section reflects CommScope and/or Systimax products that may be used to support devices within Knox County Schools network infrastructure construction and renovation projects. Vendor shall document any variation from this standard. All testing specifications must be submitted and must meet or exceed the parameters of each requested component. Alternate proposals must also meet or exceed all end-to-end tests.

CABLE MANAGEMENT NETWORKING MATERIALS
FIBER NETWORKING MATERIALS
COPPER NETWORKING MATERIALS
MISCELLANEOUS NETWORKING MATERIALS

Proposers must complete the Cost form (Attachment A) and submit with their bid. Any changes to the pricing sheet may be just cause for rejection of your bid and debarment from doing business with Knox County for a period of twenty-four (24) months. Proposers must print and include the Excel pricing sheet with the original response as well as include Excel pricing sheet and the electronic copy as per Section 1.9.

5.3 **CATALOG DISCOUNT FOR INTERACTIVE TELEVISION CABLING AND CONSTRUCTION MATERIALS:** Vendors shall specify a minimum discount structure that will be offered for any/all Networking Materials listed in their current catalog at the time of purchase and not listed in Section 5.2 above. This discount structure will also apply to product line additions from the same manufacturer. The proposer's discount levels shall apply to single unit quantities. Vendors may indicate any additional discounts that will apply to quantity purchases. The proposer's discount structure will apply for the term of the contract as defined in Section 3.5 above.

Vendors may propose discount pricing in two methods. Vendors shall clearly indicate which method they are using to propose catalog pricing Attachment B for products not listed elsewhere in this Request for Proposal.

5.3.1 Discount Pricing - Method 1

Vendors must respond with one uniform minimum discount level for all classifications of percent or future Networking Materials products presented in their catalog.

5.3.2 Discount Pricing – Method 2

Vendors must also elect to provide a varied minimum discount levels based on product classification(s) or sub-classification(s).

5.4 **INSTALLATION:** According to E-Rate program rules, installation, activation and initial configuration of eligible components are eligible if they are part of a contract or bid for those eligible components. Such eligible services may also include basic design and engineering costs and basic project management costs. If these services are provided as an integral portion coincident with installation. While installation is not necessarily required for these devices, proposals for E-Rate eligible installations support under Tab VII will be considered.

5.5 **TRAINING REQUIREMENTS:** On-site training is eligible as a part of installation services but only if it is basic instruction on the use eligible equipment, directly associated with equipment installation, and a part of the contract agreement for the equipment. The E-Rate Program requires that training occur coincidentally or within a reasonable time after installation is completed. While Training is not necessarily required for these devices, proposals for E-Rate eligible Training under Tab VII will be considered.

Beyond basic training that may be provide through the E-Rate program, Knox County Schools seeks to continue to use trained, certified in-house resources to design, engineer, and deploy the requested cabling systems. Currently, Knox County Schools' personnel currently hold certifications in these areas and are certified to design and deploy warranted systems.

To support the continuation of these deployments, the proposer shall provide information regarding design, engineering, and installation training and support that will be made available to Knox County Schools. The proposer shall submit information regarding opportunities and support that will be made available to Knox County Schools to ensure that design, engineering and installation certifications (or re-certifications) are maintained for the term of the contract.

Training Logistics – With regard to Basic Training, the proposer shall assume the application of the following logistical considerations:

1. The proposer shall assume that Basic training functions will occur locally (within Knox County).

2. The proposer shall assume that Knox County employees will attend training during the normal workday and at no cost to the service provider.
3. The proposer shall **NOT** assume that Knox County Schools will provide a location for training.
4. The proposer shall assume that costs for local training Knox County will **NOT** be the responsibility of the service provider.
5. The proposer shall assume that the service provider may at their discretion provide de minimis refreshments for attendee per E-Rate guidelines (i.e. coffee and donuts or drinks and cookies).
6. The proposer shall assume that the service provider will **NOT** be required to provide meals.
7. The proposer shall **NOT** assume that Knox County will provide any equipment or materials necessary for training. In addition to the above, with regard to Advanced Training,
8. The proposer may assume that Advanced Training may be scheduled for up to three (3) concurrent days.
9. The proposer may assume that Advanced Training may occur in locations outside of Knox County.
10. The proposer may assume that the service provider will **NOT** be responsible for travel related expenses for training that occurs outside of Knox County.
11. The proposer will include any tuition or certification costs in the cost of their Advanced Training Proposal.
12. Advanced training shall lead to certification or re-certification that enables Knox County Schools personnel to deploy systems that will be eligible for the full manufacturer's warranty.

5.6 BASIC MAINTENANCE: The E-Rate program defines Basic Maintenance as those activities that ensure the necessary and continued operation of eligible internal connection components at eligible locations. The proposer shall enumerate any activities that are available to facilitate the repair and upkeep of eligible E-Rate hardware, provide basic technical support on an annual basis, or facilitate configuration changes. Basic maintenance is eligible for discount only if it is a component of maintenance agreement or contract for eligible components. While Basic Maintenance is not necessarily required for these devices, proposals for E-Rate eligible training under Tab VII will be considered.

SECTION V PROPOSAL FORMAT

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

- Proposals must be submitted in a three-ring binder containing sections separated by tabs. Please submit one (1) marked as original and six (6) exact copies.
- Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD/DVD or flash drive. Page numbers should be placed on bottom center of pages.

TAB I COVER LETTER

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

TAB II VENDOR INFORMATION

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

TAB III COST (35 Points)

Proposer must include information reflecting costs for the itemized Networking Materials listed in Section 5.2, discounts information for unlisted, future products, and/or warranty extensions as solicited in Section 5.3, and other pricing information that is applicable. Proposed costs should be inclusive of all expenses and presented in the format outlined below:

- Cost will not be based on any minimum quantities to be ordered.
- Please use the attached Cost Form (**Attachment A**) to list rates.
 - Vendors may also choose to submit pricing for multiple manufacturers for individual items, if appropriate. For clarity, please make submittals for multiple manufacturers on separate sheet(s).
- Please use the attached Catalog Discount (**Attachment B**) to list all manufacturers' minimum discount.

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

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

TAB IV ABILITY TO EXECUTE (30 Points)

Proposer must demonstrate that all requirements to achieve the status of an Authorized E-Rate Service Provider have been met. Proposer shall respond to all subsections in **Section 4 and below**. Proposals failing to meet all subsections as defined may be deemed nonresponsive.

- Certify that all state and local procurement policies have been followed.
- Certify that documentable steps have been taken to become familiar with the E-Rate Program.
- Submit copies of Forms 498 and/or Form 499 (as applicable) or certify that documents will be available at Knox County request.
- Submit their Service Provider Identification Number (SPIN) and contact information.
- Submit a sample invoice.
- Submit your Suspensions and Debarments Statement per Section 4.7.

TAB V ELIGIBLE PRODUCTS (10 Points)

Eligible products will be determined from the Cost sheet. Please Submit your product warranty and applications assurance as defined in Section 5.1 under this tab.

TAB VI **EXPERIENCE & QUALIFICATIONS (10 Points)**

Proposers must thoroughly address and respond to each item below:

- Provide a brief overview of your company including the organization’s total number of years in business and the number of years providing Networking Materials to governmental entities.
- Experience of firm, particularly in reference to Contractor’s E-Rate experience.
- Number of full time employees (please include position categories).
- Provide full name, contact information, and resume of the account manager for this project. Provide information regarding the length of time that this account manager has been in this position.
- Provide full names, contact information, and resumes of all managers and senior-level supervisors who will be involved in the management of the total package of services proposed, as well as the delivery of specific services. Provide information regarding the length of time that each of manager or senior-level supervisor has been in this position.
- Provide full name and contact information of proposer’s primary E-Rate contract(s). Document any training that this person has completed in regard to the E-Rate program. Provide information regarding the length of time that each E-Rate contact has been in this position.
- Branch Support – Provide the company Name, Address, Telephone Number, Fax Number, and E-Mail of the Branch that will directly serve Knox County. Breakout of employees servicing Knox County, by Employee Class. Emergency Contact – 24 Hour Emergency Name and Telephone Number.
- **Please Attach the completed References Form (Attachment C)**

TAB VII **INSTALLATION, TRAINING, AND BASIC MAINTENANCE (10 Points)**

Pursuant to the activities described in Sections 5.4, 5.5 and 5.6, the proposer may wish to elaborate on installation, training, and/or basic maintenance services that are available to Knox County to assist in the deployment of E-Rate eligible equipment to be provided under Tab III.

The proposer must assert that all basic support services enumerated in their proposal are E-Rate eligible. Also note that certification training is a requirement of this proposal.

The proposer shall include as a portion of this response a description of any additional/optional installation services that are available to Knox County Schools and the costs associated with those services, if any.

If proposed, the proposer must assert that these services will be available to Knox County over the term of this contract as defined in Section 3.5.

TAB VIII **OTHER INFORMATION**

Proposers may include under this tab any other information deemed pertinent to this solicitation. Any copies of Licenses and/or Certifications may be included in this section.

TAB IX **ATTACHMENTS**

- Attach the completed Insurance Checklist (Attachment D)
- Attach the completed Criminal History Records Check (Attachment E)
- Attach the completed Iran Divestment Act (Attachment F)

TAB X **EXCEPTIONS**

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

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

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

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
COST
REQUEST FOR PROPOSAL NUMBER 3068**

Proposal Submitted By:				
Company Name:				
Company SPIN (498 ID):				
Contact Name:				
Contact E-mail:				
Contact Phone:				
Knox County Schools Information Technology		Completed by Vendor	Only required for equivalent product quotes (different product than Column A)	
Description		Manuf. Part Number	Price / Unit	Equivalent Make/Model/Description
Patch Cables				Manuf. Part Number
1	1' Cat 6A Patch Cable, Light Blue , Mega Pack of 100	KPCSSX2-02F00		
2	1' Cat 6A Patch Cable, Orange , Mega Pack of 100	KPCSSX2-06F001		
3	3' Cat 6 Patch Cable, Dark Gray , Mega Pack of 100	KPC3312-03F003		
4	5' Cat 6 Patch Cable, Dark Gray , Mega Pack of 100	KPC3312-03F005		
5	7' Cat 6 Patch Cable, Dark Gray , Mega Pack of 100	KPC3312-03F007		
6	10' Cat 6 Patch Cable, Dark Gray , Bulk Pack of 10	BPC3312-03F010		
7	15' Cat 6 Patch Cable, Dark Gray , Bulk Pack of 10	BPC3312-03F015		
8	25' Cat 6 Patch Cable, Dark Gray , Bulk Pack of 10	BPC3312-03F025		
9	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Light Blue 1ft.	KPCSSX2-02F001		
10	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Orange 1ft.	KPCSSX2-06F001		
11	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Light Blue 3ft.	KPCSSX2-02F003		
12	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Light Blue 4ft.	KPCSSX2-02F004		
13	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Light Blue 5ft.	KPCSSX2-02F005		
14	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Light Blue 6ft.	KPCSSX2-02F006		
15	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Light Blue 7ft.	KPCSSX2-02F007		

**COST (CONT'D)
REQUEST FOR PROPOSAL NUMBER 3068**

Vendor Name: _____

16	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Megapack of 100) - Orange 7ft.	KPCSSX2-06F007			
17	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Pack of 10) - Light Blue 10ft	BPCSSX2-02F010			
18	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Pack of 10)- Light Blue 15ft	BPCSSX2-02F015			
19	GigaSPEED X10D® 360GS10E Solid Cordage Modular Patch Cord (Pack of 10)- Light Blue 25ft	BPCSSX2-02F025			
Fiber					
20	LazrSPEED® Indoor/Outdoor Low Smoke Zero Halogen Riser Distribution Cable, interlocking aluminum armored with low smoke zero halogen riser jacket, 12 fiber single-unit. OM4	Z-012-DZ-5K-FSUBK/B2			
21	LazrSPEED® Indoor/Outdoor Plenum Distribution Cable, 12 fiber single-unit	373-COMOM4-TBD-12			
22	12 Strand Fiber Pigtail, 2 per run, LazrSPEED® 550 LC to Unconnectorized, Fiber Pigtail, 0.9 mm Tight Buffer, 12-fiber Kit, Blue - Aqua (1-12) 1m length	FAXLCUC0C-XXM001			
23	Ready Wall Mount Building Enclosure, 2P, Black	WBE-EMT-BK-2P-PNL			
24	Adapter Panel, 1000-type with 12 LazrSPEED® MM duplex LC adapters, AQUA	PNL-BK-024-MFA-LC02-AQ-SHUTTERED			
25	SYSTIMAX® SYSTIMAX® G2 2U Sliding Adapter Panel Shelf (6 Adapters)	360G2-IP-2U-64-MPO-DP-SD			
26	SYSTIMAX® 600G2-1U-IP-SD G2 1U Sliding Adapter Panel Shelf (3 Adapters)	60G2-IP-1U-96F-LC-DP-SD			
27	Adapter Panel, 1000-type with 12 LazrSPEED® MM duplex LC adapters, AQUA	PNL-BK-024-MFA-LC02-AQ-SHUTTERED			
28	LazrSPEED 550 LC to LC, Fiber Patch Cord, 1.6 mm Duplex, Plenum, 6 FT FDXLCLC42-P MXF006	FDXLCLC42-MXF006			
29	LazrSPEED 550 LC to LC, Fiber Patch Cord, 1.6 mm Duplex, Plenum, 16 FT FDXLCLC42-P MXF006	FDXLCLC42-MXF016			
Copper					
30	COMMSCOPE SYSTIMAX SOLUTIONS 360-PM-GS6-2U-24 24-PORT PANEL UTP MOD CAT6A 10G PATCHMAX 2U	360-PM-GS6-2U-24			
31	SYSTIMAX® GigaSPEED® X10D 1091B ETL Verified Category 6A U/UTP Cable, non-plenum, slate jacket, 4 pair count, 1000 ft (305 m) length, WE TOTE® box, Slate	CM-00424X10D-10BU-09			
32	SYSTIMAX® GigaSPEED® X10D 1091B ETL Verified Category 6A U/UTP Cable, non-plenum, orange jacket, 4 pair count, 1000 ft (305 m) length, WE TOTE® box, Orange	CM-00424X10D-10BU-08			
33	COMMSCOPE SYSTIMAX SOLUTIONS MGS600-BULK-226 760150938 GigaSPEED X10D® MGS600 Series Information Outlet, 100 pack, Green	MGS600-BULK-226			

**COST (CONT'D)
REQUEST FOR PROPOSAL NUMBER 3068**

Vendor Name: _____

34	COMMSCOPE SYSTIMAX SOLUTIONS MGS600-226 Category 6A Jack, GigaSPEED X10D MGS600 Series Information Outlet, Single, Green	MGS600-226			
35	GigaSPEED® X10D MGS600 Series Information Outlet, orange - MGS600-112	MGS600-112			
36	CS-SYSTIMX M20AP-270 MODULAR DUST COVER M-SERIES 100/PK GRAY	M20AP-270			
37	CS-COMMSCO M102SMB-B-246 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES IVORY	M102SMB-B-246			
38	COMMSCOPE ENTERPRISE SOLUTIONS M14L-270 L Type Flush Mounted Faceplate, Four Port, GRAY	M14L-270			
39	CS-COMMSCO M12L-270 2-PORT L Type Flush Mounted Faceplate, two port GRAY	M12L-270			
40	ERICO CAT32HP 2 INCH J-HOOK HIGH PERFORMANCE	CAT32HP			
41	Discrete Distribution Module Panel, M-series, UTP, 1U, 24 port	CPP-UDDM-M-1U24			
Other					
42	17.5"W X 22.25W VENTED SHELF FOR 19" RACK, BLACK, 200 LBS 7206-FR-AHD\	7206-FR-AHD			
43	Chatsworth Clik-Nut Hardware Kit, M6 Cage Nuts and Screws, Zinc, 1000 Count	76543-003			
44	CHATSWORTH PRODUCTS INC (CPI) 15053-703 QuadraRack Server Frame; 19"W x 7'H x 29"D; Black; 45 RMU; No. of Posts - 4; Top Angle	15053-703			
45	Middle Atlantic 4U Swingmount Arm	HPM-4			
46	Great Lakes 7206-FRSL-ADHD 19" Heavy Duty Sliding Shelf - 17.50"W X 26"D, 110 Lb Capacity	7206-FRSL-ADHD			
47	TRIPP LITE DRS-1215 14-OUTLET POWER STRIP 15AMP 19" RACKMOUNT	DRS-1215			
48	GREAT LAKES CASE & CABINET 4P-45U32 45 RMU, 84"H 4 Post Rack; 32" channel depth; 44" overall depth	4P-45U32M6			
49	Great Lake Enhanced Series Enclosure Advantage Gray Cabinet 72'	GL720E-2932F10			
50	Great Lake Enhanced Series Enclosure Advantage Gray Cabinet 48"	GL480E-2432F10			

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
CATALOG DISCOUNT
REQUEST FOR PROPOSAL NUMBER 3068**

Vendor Name: _____

Discount Pricing- Method 1	Minimum Discount %
Uniform Discount Level	
Discount Pricing- Method 2	Minimum Discount %
Copper Materials	
Cables	
Cords and Components	
Panels and Components	
Information Outlets	
VisiPatch	
VisiPatch 360	
110 Solutions	
Coaxial Cables	
Ruggedized	
Fiber Networking	
Cable	
Terminated Cables	
Shelves and Components	
Connectors	
Adapters	
Enclosures	
Tools, Consumables and Accessories	
Enclosures	
Cabinets	
Cable Management	
Cable Runway	
PDU Power Strips	
Racks and Components	
Intelligent Infrastructure Solutions	
Controllers	
Panels	
Shelves	
Software	
Workstation Platforms and Accessories	
Faceplates	
Surface Mount Boxes and Zone Boxes	
Multimedia Connectors	
In-Building Wireless	
Antennas	
Cables	
Connectors	
Surge Arrestors	
Passive Devices	
Accessories	

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSAL NUMBER 3068**

Vendor Name: _____

Proposers shall submit a list of three (3) accounts of similar size completed in the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Local academic references are preferred. Do not list Knox County Government or Knox County Schools as a reference. Please attach in **TAB VI**.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address (required): _____	Fax: _____
Project start date: _____	Project end date: _____
Size of Project: _____	Dollar Amount of Contract: \$ _____
Services Provided: _____	

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address (required): _____	Fax: _____
Project start date: _____	Project end date: _____
Size of Project: _____	Dollar Amount of Contract: \$ _____
Services Provided: _____	

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address (required): _____	Fax: _____
Project start date: _____	Project end date: _____
Size of Project: _____	Dollar Amount of Contract: \$ _____
Services Provided: _____	

**ATTACHMENT D
KNOX COUNTY PURCHASING DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 3068**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 21 TO 26.

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																												
NO	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">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" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
X	ANY AUTO-SYMBOL (1)																														
COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000																														
BODY INJURY (Per -Person)																															
BODY INJURY (Per-Accident)																															
PROPERTY DAMAGE (Per-Accident)																															
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																												
		<table border="1" style="width: 100%;"> <tr> <td>CLAIM MADE</td> <td style="text-align: center;">X</td> <td>OCCUR</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	CLAIM MADE	X	OCCUR						<table border="1" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000														
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																												
		<table border="1" style="width: 100%;"> <tr> <td>POLICY</td> <td style="text-align: center;">X</td> <td>PROJECT</td> <td>LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	POLICY	X	PROJECT	LOC					GENERAL AGGREGATE \$ 2,000,000																				
POLICY	X	PROJECT	LOC																												
			PRODUCTS-COMPLETED OPERATIONS / AGGREGATE \$ 2,000,000																												
NO	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																												
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																												
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																												
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																												
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																												
NO	10.	PROFESSIONAL LIABILITY	NOT TO BE EXCLUDED																												
NO	11.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																												
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																												
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																												
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																												
NO	12.	MISCELLANEOUS E & O	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 AGGREGATE																												
NO	13.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																												
NO	14.	MOTOR CARGO INSURANCE																													
NO	15.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																												
NO	16.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																												
NO	17.	INLAND MARINE BAILEE'S INSURANCE	\$1,000,000																												
NO	18.	DISHONESTY BOND	\$																												
NO	19.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																												
NO	20.	USL&H	FEDERAL STATUTORY LIMITS																												

21. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

22. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATE

23. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

24. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

25. OTHER INSURANCE REQUIRED

26. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSERS NAMED BELOW HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____

AUTHORIZING SIGNATURE: _____

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

PROPOSER NAME: _____

AUTHORIZING SIGNATURE: _____

**ATTACHMENT E
AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
REQUEST FOR PROPOSAL NUMBER 3068**

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: _____

**ATTACHMENT F
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT
REQUEST FOR PROPOSAL NUMBER 3068**

By submission of a response to RFP #2968, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____