

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Traffic Data Collection Services** as specified herein. Proposals must be received by **2:00 p.m. on April 17, 2024**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

**Proposal Number 3547
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their proposal 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. Proposers must strictly adhere to the proposal format.
- 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 meeting specifications, who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. **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 who 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, 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 complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening 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 all proposals submitted with one (1) **marked original** and three (3) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD or flash drive.
- 1.10 **DECLARATIVE STATEMENT:** 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 their proposal being non-responsive and disqualified.
- 1.11 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.12 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be "free on board" to the County department.**
- 1.13 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submissions are strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments.
- In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County purchasing card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.18 POSSESSION OF WEAPONS: All vendors 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.

1.19 PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.

1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.21 PROPOSAL DELIVERY: Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than address listed in this solicitation.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.22 RECYCLING: Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- Be submitted on recycled paper,
- Not include pages of unnecessary advertising,
- Be made on both sides of each sheet of paper.

1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **April 3, 2024 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.24 SIGNING OF PROPOSALS: When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.

1.25 TAXES: Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT: "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.27 VENDOR REGISTRATION: Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal.

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 successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is 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. Proposers must submit with their proposals a completed Exhibit B, Affidavit of Compliance with Tennessee Criminal History Records Check.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.10 **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 RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals a completed Exhibit C, Affidavit of Compliance Iran Divestment Act/No Boycott of Israel.
- 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 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals a completed Exhibit C, Affidavit of Compliance Iran Divestment Act/No Boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 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) 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.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.20 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.
- 2.21 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.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are 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.

- 2.23 TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. 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.
- 2.24 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** Knox County and Knoxville-Knox County Planning is soliciting proposals from qualified firms to perform traffic data collection services on an as-needed-basis for Knox County Engineering & Public Works and Knoxville-Knox County Planning (Knox Planning). 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 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/Knox Planning so stating.
- 3.3 ADDITIONS/DELETIONS:** Knox County/Knox Planning reserves the right to add services to this agreement or delete services that have become obsolete in demand.
- 3.4 AWARD STATUS:** Knox County/Knox Planning intends to issue an initial one (1) year award. Upon the mutual agreement of the awarded firm and Knox County/Knox Planning, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Should Knox County/Knox Planning desire not to renew, no reason needs to be given. Knox County/Knox Planning reserves the right to purchase these items/services from other sources if the need arises. Knox County/Knox Planning reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 CHANGES AFTER AWARD:** It is possible that after award, Knox County/Knox Planning 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/Knox Planning reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County/Knox Planning also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County/Knox Planning and/or provide improved service.
- 3.6 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.7 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/Knox Planning accounts be handled efficiently and professionally. Knox County/Knox Planning should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County/Knox Planning accounts, the Contractor shall formally introduce the new contacts to County/Knox Planning personnel. These contacts must be knowledgeable of the County/Knox Planning account to avoid any interruption of service.
- 3.8 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful proposer(s) and a separate Contract between Knox Planning and the successful proposer(s). The Knox County Procurement Division will draft the Contract for Knox County and Knox Planning will draft their Contract/Agreement. No vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal.

3.9 EVALUATION CRITERIA: This proposal will be evaluated using the following criteria:

Project Approach/Data Collection Plan	40 Points
Capability and Experience	30 Points
Price	30 Points

Knox County/Knox Planning may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted Responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on Evaluation Criteria, per submission.

3.10 EVALUATION REVIEW: Knox County/Knox Planning reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County/Knox Planning shall have sole responsibility for determining a reliable source. Knox County/Knox Planning 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/Knox Planning.

3.11 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Part VIII of the submittal.

3.12 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.

3.13 INSURANCE: The successful proposer(s) must carry the insurance as indicated on the Insurance Attachment, Exhibit A. As proof of the vendor's willingness to obtain and maintain the insurance, the proposer must complete, sign and have its insurance agent sign the attachment and submit it with their proposal.

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

3.14 INTERPRETATION: No oral interpretation will be made to any proposer 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 Addendum to the solicitation by the Knox County Procurement Division.

3.15 NEGOTIATION: Knox County/Knox Planning 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 service and cost standpoint. Knox County/Knox Planning reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County/Knox Planning and the selected proposer cannot negotiate a successful agreement, Knox County/Knox Planning may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County/Knox Planning arising from such negotiations.

3.16 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/Knox Planning.

- 3.17 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County or Knoxville-Knox County Planning 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.
- 3.18 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.19 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County and Knox Planning must be given separate 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) by Knox County and Knox Planning under separate review. If the price increase is rejected the Contractor may:
- a. Continue with the existing prices;
 - b. Request a lower price increase;
 - c. Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department, an approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the RFP file. No approvals will be authorized verbally.

- 3.20 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County/Knox Planning 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 the Knox County/Knox Planning. All material submitted becomes the property of Knox County/Knox Planning.
- 3.21 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.22 QUANTITIES:** Knox County/Knox Planning does not guarantee any quantity of services will be ordered under this agreement.
- 3.23 QUOTATIONS:** The successful Contractor(s) may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimates shall include but not be limited to the cost of; labor, material, detailed description of the scope of work, and inspection services. Quotation shall remain firm for thirty days from receipt by Knox County/Knox Planning. All estimate and quotation preparation shall be provided at no cost or obligation. Estimates shall be based upon the resulting contract prices.
- 3.24 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 the Knox County/Knox Planning 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 to be acceptable or that another proposal was deemed to be more advantageous to Knox County/Knox Planning for the particular services proposed.
- 3.25 REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County/Knox Planning may require that the successful Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued association under this contract is inconsistent with the interest of Knox County/Knox Planning.
- 3.26 SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor(s) shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances, equipment, and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and / or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

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

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

3.29 SUBMIT QUESTIONS: Prospective proposers may submit questions concerning this solicitation until **April 3, 2024 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.30 THIRD PARTY CONTRACTORS: Contractors who submit a proposal and plan on using a third party for providing any service for their proposal, must have expressed written approval from Knox County/Knox Planning before proceeding with the service. Contractors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County/Knox Planning will not have any contractual liability for any third-party Contractors. List all third party contractors that may be used for providing services.

SECTION IV SPECIFICATIONS

4.1 SCOPE OF WORK: Knox County and Knox Planning have a need to collect traffic count data for transportation planning purposes. However, the specific count data needs are unique to each agency and follow different approaches as summarized below:

4.1.1 Knox County – The count program for Knox County is primarily done on an as-needed basis in order to respond to immediate requests for information or to support site specific studies such as traffic signal analysis. The most frequent need is for a spot intersection turning movement count, but other types of count or speed data collection may also be needed. These data needs will typically not be known very far in advance and will be sporadic depending on the level of service requests being received. Knox County desires a high level of responsiveness from the selected Vendor(s) so it can be assured the count data request can be fulfilled in a timely manner.

4.1.2 Knox Planning –The Knox Planning count program has traditionally consisted of conducting approximately one hundred forty (140) short roadway counts that are performed on an annual basis within Anderson, Blount, Knox and Loudon Counties. Some locations are counted every year whereas some are done on a rotating basis such that there are approximately two hundred fifty (250) total locations in the full inventory. Typically, half of the annual list is counted each spring and fall while schools are in session. The short counts are converted to estimates of average annual daily traffic (AADT) using appropriate daily and seasonal variation factors.

The Transportation Planning Organization (TPO) maintains a database and on-line map of historical AADT counts at the following link, <https://knoxtpo.org/data-and-monitoring/roadway-information/traffic-counts>. Additional information including vehicle classification and speed data may also be requested for select locations as needed.

4.2 PROJECT REQUIREMENTS: The traffic counts must be performed while adhering to the following requirements:

- 4.2.1** The roadway traffic count data at each location must be collected for a minimum of a full twenty-four (24) hour period on a Monday, Tuesday, Wednesday or Thursday. Intersection turning movement counts shall be for the hours specified for each count on these same days.
- 4.2.2** Data collection must **not** be performed on days that are recognized national, University of Tennessee or K-12 school holidays, which includes summer vacation.
- 4.2.3** Knox County and Knoxville-Knox County Planning reserves the right to request re-counts of locations at the Contractor's expense that appear to have anomalies in the data due to equipment malfunction or other issues. In addition, any special circumstances that may have altered the count data such as weather conditions or road construction shall be noted.
- 4.2.4** The roadway counts shall be bi-directional, with the appropriate directions of travel noted. Intersection turning movement counts shall be by approach and movement (i.e. "eastbound left-thru-right").
- 4.2.5** The data shall be collected in fifteen (15) minute intervals beginning on an even fifteen (15) minute interval within the hour, i.e. 0:00, 0:15, 0:30 or 0:45.
- 4.2.6** A GPS coordinate (latitude, longitude) shall be recorded at the actual field location of each counter location and reported in the data file or separate listing.
- 4.2.7** The Contractor must ensure the use of industry standard data collection equipment and that equipment is in proper working order. Collection methodologies shall be consistent at each site.
- 4.2.8** The data format must be supplied in both an editable digital spreadsheet (Excel) format and a PDF file to Knox County and/or Knoxville-Knox County Planning.

SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also required.

Part I SIGNED (in blue ink) TRANSMITTAL LETTER AUTHORIZING THE PROPOSAL

Part II PROPOSER INFORMATION

- Company Name, Address, and telephone numbers
- Contact name(s), telephone number(s), and current email address
- Proposers Vendor Number as assigned by Knox County Procurement Division
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

Part III PROJECT APPROACH / DATA COLLECTION PLAN

Proposers must provide a description of the approach to be used by the agency, organization, firm, or individual in undertaking and completing the scope of work and project requirements as outlined in Section IV of the RFP. The approach shall outline the tasks and methods to be undertaken to complete the data collection, address the firm's approach to safety, and identify the staff who will be responsible for each task. Provide a list and description of all equipment that will be utilized. Include the number of counters that are available to the Knox County/Knoxville-Knox County Planning account.

Discuss the firm's quality control strategy and provide a data collection timeline (time it will take to collect data and issue a report after Knox County/Knoxville-Knox County Planning authorizes firm to proceed on an intersection). Provide a sample count data report.

Part IV

CAPABILITY AND EXPERIENCE

- Proposers must provide a brief description of the agency, organization, firm, or individual submitting the proposal.
- Proposers must provide number of years providing services similar to those requested in the RFP.
- Proposers are to detail the capability and relevant experience of the personnel to perform the required scope of work described in Section IV. Identify staff who will be working on each task or element of the project and provide brief resumes for each.
- Proposers are to detail verifiable experience working on projects of comparable type, scale, and geography with samples or links to previous projects.

Part V

PRICE

Proposers shall provide pricing as follows:

- Provide price for a bi-directional 2 lane roadway (approximately 100 locations per year) traffic count.
- Provide a price for a bi-directional 4+ lane roadway (approximately 40 locations per year) traffic count.
- Provide a price to add speed data and/or vehicle classification in addition to the above at specific locations as directed.
- Provide a price for a 4 hour and 8 hour turning movement count.
- Provide a price per count hour for an intersection turning movement count.
- Include pricing for additional services (per hour) that are offered.

Part VI

ATTACHMENTS

- Submit the completed Insurance Checklist (Exhibit A) per Section 3.13.
- Submit the completed Affidavit of Compliance with Tennessee Criminal History Records Check (Exhibit B) as per Section 2.7.
- Submit the completed Affidavit of Compliance with the Iran Divestment Act/No Boycott of Israel (Exhibit C) per Sections 2.14 and 2.16.

Part VII

ADDITIONAL INFORMATION

Proposers may submit additional information that may add value to their proposal.

Part VIII

EXCEPTIONS

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

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFP NUMBER 3547**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																				
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																				
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																				
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)											<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: center;">\$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)	
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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 style="width: 40%;">CLAIM MADE</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">OCCUR</td> <td style="width: 30%;"></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 style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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POLICY		PROJECT	LOC																				
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																				
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																				
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																				
		PROFESSIONAL LIABILITY																					
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																				
NO	13.	MOTOR CARGO INSURANCE																					
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																				
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																				
NO	17.	DISHONESTY BOND	\$																				
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																				
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																				

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

PROPOSER NAME: _____ AUTHORIZING SIGNATURE: _____

**EXHIBIT B
RFP 3547**

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: _____

**EXHIBIT C
RFP 3547**

**AFFIDAVIT OF COMPLIANCE WITH
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL**

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

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

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

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

Signature

Title: _____

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

Notary Public
My Commission Expires:
