

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Adult Opioid Overdose Prevention and Recovery Social Media Initiative** as specified herein. Proposals must be received by **2:00 P.M.** on **September 26, 2026**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3762
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Company Name, 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 Susan Colella, Senior Buyer, at 865.215.5769 or emailed to susan.colella@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 and current solicitations may be obtained on the Internet at www.knoxcounty.org/purchasing.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) 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 (RFP).
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing <http://www.knoxcounty.org/audit/hotline.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 may 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, schedule basis or by multiple awards. Knox County reserves the right to not award this proposal. The award will be made in accordance with the evaluation criteria specified herein.
- 1.6 BUSINESS OUTREACH PROGRAM:** The purpose of this program is to increase the opportunity for companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, and actively recruiting all interested suppliers.
- 1.7 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.
- 1.8 COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in a single file on a flash drive format.
- 1.9 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.
- 1.10 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Email and Facsimile submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.11 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 online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online 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 please go to our website at www.knoxcounty.org/procurement, register as a vendor in our online 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 subsection 1.1 of this document.

- 1.12 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 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 orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. 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 E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal if the vendor will accept the Knox County E-Commerce 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) calendar 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 or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.
- Submittals 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 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 P.M. local time on September 10, 2026**. These requirements also apply to specifications that are ambiguous.

- 1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "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.
- 1.25 **UNFORESEEN CIRCUMSTANCES:** 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 regard 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.
- 1.26 **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.
- 1.27 **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.
- 1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register online 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.
- 1.29 **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 subcontract 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 five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

Such records shall 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:** 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 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.
- 2.8 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.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award, and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** 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.
- 2.11 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.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and 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.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 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.

2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or individual trait found to be and 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. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 REMEDIES: Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.

2.19 RIGHT TO INSPECT: Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.20 SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its 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 TENNESSEE PROCUREMENT PROTECTION ACT: By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief the bidder/proposer is not a "foreign adversary company" as defined in the Tennessee Procurement Protection Act, Tennessee Code Annotated § 4-56-201 and is in compliance with the requirements of said Act.

2.23 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.

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

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT: The intent of the solicitation is to set forth and convey to prospective proposers the general requirements for providing Knox County Health Department (hereafter referred to as KCHD) with a qualified public health communication contractor to design, implement and evaluate an adult overdose prevention campaign. 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: Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

- 3.3 ADDITIONS OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete or no longer in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- 3.5 AWARD LENGTH:** Knox County intends to issue a one-time award. The contract will expire upon completion of the project. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 CHANGES AFTER AWARD:** It is possible that after the 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 vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.7 COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules, and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- 3.9 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require approval of Knox County Commission; and must receive a majority vote. The successful Vendor(s) may be required to be present at Knox County Commission meetings to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). Knox County will draft the Contract. Exhibit A provides a sample contract for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.
- 3.10 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.
- 3.11 DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall provide the Affidavit (Attachment F) required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.12 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:
- | | |
|---|-----------|
| • Approach to Scope of Work | 35 Points |
| • Experience, Qualifications & References | 35 points |
| • Cost | 30 points |

Knox County 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 the Evaluation Criteria, per submission.

- 3.13 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(s). 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.
- 3.14 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 offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VII 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.
- 3.15 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.16 INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist 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 receipt of a 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 Government 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. Refer to the Insurance Checklist regarding coverage and endorsement requirements.

- 3.17 INVOICE REVIEW:** Knox County shall review all reports 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.
- 3.18 INVOICING PROCEDURES:** Knox County requests that reports be easy to read and understand. There shall be no additional charge for this information and procedures to be included. Each report shall include a breakdown of the service provided and shall list the contracted unit price. Supporting documentation shall be included with reports as applicable. Reports without this information may be returned to the Contractor for correction.

Invoices shall be sent to the address indicated below. Invoices must match the corresponding Contract number. Email invoices for Knox County Health Department to:

Attention: Leslie Collier
Knox County Health Department
140 Dameron Ave.
Knoxville, TN 37917

- 3.19 NEGOTIATION:** Knox County may select a successful proposer based on 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.

- 3.20 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.21 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 Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.22 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 opening of proposals or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the RFP.
- 3.23 PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
- 3.24 PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.25 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals 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.
- 3.26 PROPOSER INTERVIEWS/PRESENTATIONS:** Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received.
- 3.27 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.28 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.29 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.
- 3.30 REFERENCES:** Proposers **must** submit a list of three (3) references, with Public Sector projects preferred, which you have performed this type of service within the past three years. Provide the name of the agency or institution, the person to contact, their **current** telephone number, **current** email address and the nature and size of the contract. Do not list the Knox County Health Department as a reference. References must be submitted on the attached Reference Check Form.
- 3.31 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this RFP. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner.

Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

- 3.32 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.33 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **September 10, 2026 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.34 TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

The Request for Proposals outlines the scope of services and requirements that must be addressed by any Contractor submitting a response to this solicitation. Proposers must submit pricing based on the requirements detailed herein.

- 4.1 PROJECT OVERVIEW:** The Knox County Health Department (KCHD) is issuing this Request for Proposals to solicit proposals from qualified social media vendors to design, implement and evaluate an adult overdose prevention, treatment and recovery campaign in partnership with the Substance Misuse Response Division at KCHD. Material must focus on adult Opioid Use Disorder awareness, treatment and recovery resources. This campaign will include the general population as well as select special populations, including the unhoused community in Knox County.

4.1.1 Campaign Design & Content Package

The vendor must provide a ready-made campaign that includes:

- Evidence-based messaging focused on adult opioid use disorder, overdose prevention, treatment options, and recovery resources.
- Validated content, with documentation showing that messaging has led to knowledge gain or behavior change in prior deployments.
- A full suite of localizable assets, including:
 - Static graphics
 - Short-form videos
 - Carousel posts
 - Vertical/portrait-oriented story/reel styled content
 - Horizontal/landscape-oriented videos
 - Paid and organic post copy
- A content library that can be adapted to local branding, resource directories, and community needs.

4.1.2 Strategy, Implementation & Communications

The vendor will:

- Develop a platform specific strategy for Facebook, Instagram, YouTube, and other relevant channels.
- Provide a content calendar and recommended posting cadence.
- Offer communications support, including message refinement, stakeholder coordination, and alignment with Health Department priorities.
- Collaborate with Department Communications and Substance Misuse Response staff for approvals, localization, and integration of treatment and recovery resources.

4.1.3 Media Management

- Provide recommendations or management plan for paid media placement, audience targeting, and optimization.
- Assist with tracking and reporting on media performance, if requested by Health Department.

4.1.4 Evaluation & Reporting

The vendor must deliver:

- A validated evaluation plan measuring:
 - Knowledge gain
 - Engagement and reach
 - Click-throughs to treatment/recovery resources
 - Behavior change indicators (e.g., hotline calls, naloxone training signups)
- Monthly analytics reports.
- A final campaign evaluation summarizing outcomes and recommendations.

- 4.2 BACKGROUND:** Opioid use disorder continues to impact adults across Tennessee, requiring targeted, evidence-based communication strategies that increase awareness, reduce stigma, promote treatment access, and support recovery. The Health Department seeks a vendor with a positive track record working with local public health entities and demonstrated success in delivering validated health communication campaigns.
- 4.3 DATA OWNERSHIP:** All data prepared by the Contractor(s) in the performance of the work or rendering of services to Knox County pursuant to this proposal shall become and remain the property of Knox County. The County shall own all copyrights for such data and have the unlimited right to use, reproduce, disclose, and publish such data in any manner without giving rise to any claim on the part of the Contractor for additional compensation. Furthermore, all documents prepared in the performance of this proposal are the property of Knox County.
- 4.4 DELIVERABLES:** Proposers are to thoroughly detail how their proposed services will meet the requirements outlined in the Scope of Work. Proposers must demonstrate an understanding of Knox County's needs and fully explain the organization's overall approach to meet the County's requirement to include:
- Proposers must submit a comprehensive narrative explanation of the methodology it intends to employ along with an explanation of how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work by the established deadline that will be established upon award in conjunction with KCHD.
 - Proposers must provide an implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the County's project schedule.
 - Complete ready-made campaign package.
 - Localized content tailored to the Knox County Community.
 - Strategy and communications plan.
 - Media plan and media management.
 - Monthly analytics report.
 - Final evaluation report.
- 4.5 QUALIFICATIONS AND EXPERIENCE:** Proposers are to detail the Vendor's experience relating to the services requested in this RFP specifically:
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
 - Proposers must identify the person(s) responsible for contracting services, and location where the Contract authority resides.
 - Proposers must describe the organization's experience with similar projects.
 - Proposers must provide an example of a project similar to the one they bid for with a positive track record partnering with local or state public health entities.
 - Proposers must be experienced in producing validated, evidence-based health communications with a background in opioid use disorder, harm reduction, treatment access and recovery messaging.
- 4.6 COSTS:** Proposals must include a detailed cost breakdown for:
- Account Management
 - Project Management
 - Strategy and Communications
 - Media Cost (if applicable)
 - License Fee(s)
 - Customization(s)
 - Optional services must be clearly identified.

The consultant will work with KCHD throughout the project until a final report is approved and ready for distribution.

Deadlines will be agreed upon between KCHD and the Contractor(s) prior to the commencement of the project.

4.7 PROPOSED MILESTONE PAYMENTS:

- PHASE I:** Strategy and Setup (35% payment) includes but not limited to: Strategy development, audience profiles, content, campaign approval.
- PHASE II:** Content Creation and Launch (40% payment) includes but not limited to: Production of planned content, review of schedule and campaign launch.
- PHASE III:** Performance and Reporting (Final 25% payment) includes but not limited to: Mid-campaign optimization, final report with analytics and other recommendations for continuation of campaign.

SECTION V PROPOSAL FORMAT

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 proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Page numbers should be placed on the bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the flash drive.**

TAB I **PROPOSER INFORMATION**

Company Name, Address, and Telephone Number(s)
Primary Contact Person's Name, Email Address and Telephone Number(s)
Proposers Vendor Number as assigned by Knox County
Tennessee Secretary of State Control Number (if applicable)
State of Tennessee Certificate of Authority (if entity is located outside of Tennessee)
Employer Identification Number (EIN)
Acknowledgement of any addenda issued by Knox County Procurement

TAB II **SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**

TAB III **APPROACH TO SCOPE OF WORK (35 Points)**

Proposers are to thoroughly detail how their proposed services will meet the requirements outlined in the Scope of Work. Proposers must demonstrate an understanding of Knox County's needs and fully explain the organization's overall approach to meet the County's requirement within the County's project schedule.

TAB IV **EXPERIENCE, QUALIFICATIONS & REFERENCES (35 Points)**

Proposers are to detail the Vendor's experience relating to the services requested in this RFP. Public Sector projects preferred. Information provided must include, but is not limited to, the following:

- Proposers must submit references (Attachment B).
- Proposers must state the organization's total number of years in business.
- Proposers must detail the organization's experience with similar projects. Describe any experience producing validated, evidenced-based health communications that would include or have a focus on opioid use disorder.
- Proposers must provide an organizational chart that illustrates the organization of the project team. Information should include the following about each person listed:
 - Title and resume
 - Description of the type of work the individual will perform in conjunction with this project.

TAB V **COST (30 Points)**

- Proposers must include a detailed breakdown of the costs including, but not limited to:
 - Estimated number of hours to complete each requirement and hourly rates (if applicable).
 - Travel per employee per day. Reimbursement for travel will be based on the Internal Revenue Service published rates for the dates of travel.
 - Proposers must also include a detailed breakdown of the costs including, but not limited to, the estimated number of hours to complete each requirement and hourly rate (if applicable), travel per employee per day, cost of printed materials, etc associated with Scope of Work detailed in Section IV.

Failure to include pricing on the attached cost sheet will be considered during the evaluation process and may be just cause to deem your proposal non-responsive.

Note: Any reimbursement for travel will be based on the Internal Revenue Service published rates for the dates of travel.

TAB VI

ATTACHMENTS

Cost Sheet (Attachment A)

References (Attachment B)

Insurance Checklist (Attachment C)

Iran Divestment Act / No Boycott of Israel/ Tennessee Procurement Protection Act (Attachment D)

Non-Collusion Affidavit (Attachment E)

Drug Free Workplace (Attachment F)

Sample Contract (Exhibit A)

TAB VII

EXCEPTIONS

Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated. 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.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
COST SHEET
REQUEST FOR PROPOSALS 3762**

Line Item	Item Requested	Rate (Hourly or Flat)	Quantity	Unit Cost	Extended Cost
1	Account and Project Management	\$		\$	\$
2	Strategy and Communications	\$		\$	\$
3	Media Cost	\$		\$	\$
4	License Fee(s)	\$		\$	\$
5	Customization	\$		\$	\$
6	Total cost of Project				\$

*****NOTE:** The above is for evaluation purposes. If you have additional services, please include an additional sheet listing services and rates. Additional pricing information will not be included in the evaluation process.

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS 3762**

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during 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. **References checks will be sent via email only.** Do not use Knox County Government as a reference.

Name of Firm: _____
Contact Person: _____ Phone Number: _____
E-mail Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
E-mail Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Firm: _____
Contact Person: _____ Phone Number: _____
E-mail Address: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS 3762

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: auto; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 45%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 50%;"></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> <tr><td> </td><td> </td><td> </td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%; border-collapse: collapse;"> <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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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"></td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">OCCUR</td> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>CLAIM MADE</td> <td> </td> <td> </td> <td>EACH OCCURRENCE</td> <td> </td> <td>\$ 1,000,000</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>FIRE LEGAL LIABILITY</td> <td> </td> <td>\$ 100,000</td> </tr> <tr> <td colspan="3"> </td> <td>MED EXP (Per person)</td> <td> </td> <td>\$ 5,000</td> </tr> <tr> <td colspan="3">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL & ADV INJURY</td> <td> </td> <td>\$ 1,000,000</td> </tr> <tr> <td>POLICY</td> <td>X</td> <td>PROJECT</td> <td> </td> <td>LOC</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>GENERAL AGGREGATE</td> <td> </td> <td>\$ 2,000,000</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td> </td> <td>\$ 2,000,000</td> </tr> </table>		X	OCCUR				CLAIM MADE			EACH OCCURRENCE		\$ 1,000,000				FIRE LEGAL LIABILITY		\$ 100,000				MED EXP (Per person)		\$ 5,000	GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY		\$ 1,000,000	POLICY	X	PROJECT		LOC					GENERAL AGGREGATE		\$ 2,000,000				PRODUCTS-COMPLETED OPERATIONS/AGGREGATE		\$ 2,000,000	LIMITS
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			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE		\$ 2,000,000																																														
NO	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																																
NO	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																																
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																																
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																																
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																																																
NO	10.	PROFESSIONAL LIABILITY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 45%;">ARCHITECTS & ENGINEERS</td> <td style="width: 50%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td> </td> <td>ASBESTOS & REMOVAL LIABILITY</td> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td> </td> <td>MEDICAL MALPRACTICE</td> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td> </td> <td>MEDICAL PROFESSIONAL LIABILITY</td> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> </table>		ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																					
	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																																	
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	MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																																	
	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 AUTOMOBILE. 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 BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

**ATTACHMENT D
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL/ TENNESSEE PROCUREMENT PROTECTION ACT
REQUEST FOR PROPOSALS 3762**

By submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of any bidder/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 bidder/proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder/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 bidder/proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to the Tennessee Procurement Protection Act, Tennessee Code Annotated § 4-56-201, by submission of a response to this solicitation, each bidder/proposer and each person signing on behalf of the bidder/proposer certifies, and in the case of joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge, and believe that each bidder/proposer is not providing goods, services, or information and communications technology (ICT) from foreign adversary companies.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

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

Notary Public
My Commission Expires: _____

**ATTACHEMENT E
KNOX COUNTY PROCUREMENT DIVISION
NON-COLLUSION AFFIDAVIT
REQUEST FOR PROPOSALS 3762**

Non-Collusion Affidavit State of _____ County of _____

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

(1) He/she is the _____ of _____, the firm that has submitted the attached Proposal;
(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal; (3) Such Proposal is genuine and is not a collusive or sham Proposal;

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

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____ Title _____

Subscribed and sworn to before me this _____ day of _____, 202_.

Title

My Commission expires _____

**ATTACHMENT F
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH DRUG-FREE WORKPLACE
REQUEST FOR PROPOSALS 3762**

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS
OF
TENNESSEE CODE ANNOTATED § 50-9-113**

To be submitted with bid by construction contractor with 5 or more employees

I, _____, President or other Principal Officer of

_____, swear or affirm that the company has a
Name of Company

drug-free workplace program that complies with Title 50, chapter 9, Tennessee Code Annotated, 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 § 50-9-113.

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 _____, 20____.

Notary Public

My commission expires: _____

**EXHIBIT A
SAMPLE CONTRACT
REQUEST FOR PROPOSALS 3762**

Knox County Tennessee

and

<Vendor Name>

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the “County” and <Vendor Name>, hereinafter referred to as “Contractor”.

Whereas, the County requested proposals for <Solicitation Name> for Knox County Government <Solicitation #> and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

- 1. Term of this Contract.** This Contract commences on the <DD>st day of <MM> 202X and ends upon completion of project, unless terminated in conformity with the terms of this Contract as contained in paragraphs 3 and 4. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.
- 2. Payment.** The County shall pay Contractor as agreed upon in the County’s Request for Proposal for the Mowing Services per the Contractor’s response to Request for Proposal #<Solicitation #>; pursuant to all payments being subject to the County’s review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.
- 3. Amendments.** Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor’s Proposal.
- 4. Invoicing and reporting requirements.** Contractor shall invoice the County for the Mowing Services pursuant to Request for Proposal #<Solicitation #>.
- 5. Termination.** The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

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

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

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

7. **Independent contractor.** Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Mowing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. **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.

12. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. **Nondiscrimination 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 Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. **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.

16. **Delivery.** Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. **Limitations of liability.** In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Request for Proposal #<Solicitation #> and Addendum I
- B. Contractor's Response to Request for Proposal #<Solicitation #> and Addendum I

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

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY, TENNESSEE

by: _____

Knox County Mayor

Date: _____

Contract #: _____

Approved as to Legal Form:

(printed name)

(signature)

Date: _____

<VENDOR NAME>

(printed name)

(signature)

Date: _____