

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **Consultant Services for Unified Development Ordinance** as specified herein. RFQs must be received by **2:00 p.m. on July 11, 2024**. Late submittals will neither be considered nor returned.

**Deliver Qualifications To:**

**Solicitation Number 3565  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Envelope must show the Company Name, Solicitation Name, Solicitation Number & 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. Questions may be emailed to [brian.hubbs@knoxcounty.org](mailto: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](http://www.knoxcounty.org/procurement).

**1.2 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.**

**1.3 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing the 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](mailto:diane.woods@knoxcounty.org)

**1.4 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.

- 1.5 **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](https://www.knoxcounty.org/purchasing/conflict_policy.php).
- 1.6 **COPIES:** Knox County **requires** that Qualifications being submitted be one (1) marked original and five (5) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.
- 1.7 **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 the RFQ being deemed non-responsive and disqualified.
- 1.8 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. All qualifications must be submitted in hard copy format to the address listed in this solicitation. Email and facsimile submission is strictly prohibited.
- 1.9 **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](http://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.
- 1.10 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications 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.
- 1.11 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this RFQ is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this procurement transaction.
- 1.12 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal 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.
- 1.13 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this RFQ shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 1.14 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses and Suites other than the delivery address and Suite specified at the top of 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.**
- 1.15 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that RFQs be submitted on paper and shall:
- Be submitted on recycled paper.
  - Not include pages of unnecessary advertising.

- Be made on both sides of each sheet of paper.

- 1.16 **SIGNING OF QUALIFICATIONS:** In order to be considered all Qualifications must be signed. Please sign the original in blue ink. By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the RFQ document. It is suggested that mailed RFQs be sent by certified or registered mail with return receipt requested or RFQs sent via common carrier include tracking and delivery confirmation.
- 1.17 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 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.
- 1.18 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, **ALL INTERESTED FIRMS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.
- 1.19 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for 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 **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 base on personal jurisdiction, venue and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, 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 RFQ, 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 responding firm is not on the list created pursuant to Tennessee Code Annotated Section 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 respondent and each person signing on behalf of any respondent 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 respondent 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 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.
- 2.17 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) Contract, (2) Request for Qualifications (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

- 2.18 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 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 submittal 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:** Knox 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, qualifications, 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 SCOPE OF WORK

- 3.1 PROJECT OVERVIEW:** Knox County, an Equal Opportunity/Affirmative Action Employer, seeks to retain the services of an experienced, qualified professional consultant firm to perform an in-depth analysis of existing Knox County ordinances and regulations relating to and affecting the development in Knox County. The awarded consultant will develop the County's first Unified Development Ordinance (UDO). The purpose of this project is to develop, draft, and adopt a new UDO combining the zoning ordinance and land development regulations into a cohesive, singular resource. The result will be a Unified Development Ordinance and Zoning Map for the unincorporated areas of Knox County.
- 3.2 PROJECT BACKGROUND:** The analysis and update of these ordinances and manuals is the logical next step to the recent comprehensive land use and transportation plan completed by Knox County Mayor Glenn Jacobs, Knoxville-Knox County Planning and Knox County Engineering and Public Works. The project team working on Advance Knox will continue their efforts through this Unified Development Ordinance, in conjunction with Knox County Engineering and Public Works staff and representatives of the development community. This effort is intended to be fully complete within eighteen (18) months to two (2) years from its start.
- 3.3 PROJECT OBJECTIVES:** The primary objective of this project is to develop a modernized and unified development ordinance that includes both zoning and subdivision regulations as well as the following:
- a. Stormwater – Chapter 26 – Environmental Article VI (edits already complied)
  - b. Buildings and Building Regulations – Chapter 10
  - c. Fire Prevention and Protection – Chapter 30
  - d. Roads and Bridges – Chapter 54
  - e. Traffic and Vehicles – Chapter 62
- Reflect goals and land use policy recommendations from the Advance Knox process and plan.
  - Utilizes innovative and user-friendly graphics and elements such as clear definitions to facilitate ease of use.
  - Includes provisions that facilitate mixed use development and redevelopment at nodes and along corridors.
  - Streamlines the development process and has clear development standards for all types of development.

- 3.4 SCOPE OF SERVICES:** The consultant team will perform all necessary tasks for developing a Unified Development Ordinance. The general scope of work should include a proposed approach to developing the UDO and new zoning map, a comprehensive public engagement strategy and adoption process designed to inform and engage the general public, policy makers, key stakeholders, and the development community. The consultant will provide guidance on zoning map changes and work with Planning's GIS team in preparing necessary updates to GIS files.
- The scope should also include a review by an attorney, approved by the project team, to ensure compliance with all applicable Tennessee statutes.
- 3.5 AMERICAN RESCUE PLAN ACT (ARPA) FUNDS:** This project is being funded in whole or in part by federal award number 21.027 awarded to Knox County by the U.S. Department of the Treasury. Any publications produced with funds from an Agreement that results from this solicitation must display the federal award information. Additionally, all respondents must certify that they comply with ARPA Project Requirements & Guidelines, **Exhibit C**. The ARPA Project Requirements & Guidelines must be incorporated into all ARPA funded Contracts and Subcontracts.
- 3.6 ADDITIONS/DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.7 AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. 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.
- 3.8 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the 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.
- 3.9 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, it's 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.
- 3.10 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.
- 3.11 CONTRACT EXECUTION:** It is the intent of Knox County to enter into a contract with the highest evaluated respondent to negotiate the contract cost. The Contract must be voted on by Knox County Commission and receive a majority vote. The successful vendor may be required to be present at the Knox County Commission Meetings to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the vendor will need to attend the meetings. The Knox County Procurement Division will draft the Contract. Knox County **will not** accept any vendor's contract. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.
- 3.12 EVALUATION CRITERIA:** This RFQ will be evaluated by a selection committee composed of employees from Knox County government who have expertise within the stated scope of work. Only submittals conforming to the County's Terms and Conditions and the provisions set forth in this RFQ will pass the initial screening. Any submittal failing to satisfy the minimum requirements set forth in this RFQ may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:

- **Project Approach (40 Points)**
  - Consultant team's overall approach to the project.
  - Scope of services including plan for coordination between disciplines.
  - Public and stakeholder engagement approach including innovative ways to collect and share input digitally.
- **Project Team Qualifications (30 Points)**
  - Description of firm and expertise as it relates to the project scope.
  - List of project staff, their responsibilities and detailed resumes highlighting relevant project experience.
- **Firm's Experience with Similar Projects (20 Points)**
  - List of at least four (4) projects of similar size and scope, including community engagement plans.
  - Include a minimum of three (3) references.
- **Project Schedule (10 Points)**
  - Plan for how schedule risk will be mitigated.
  - Team's approach to developing and managing the project schedule.

**3.13 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results.

**3.14 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of this solicitation shall indicate such exceptions in their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the solicitation as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Part IX of the submittal as instructed in Section IV, RFQ Format. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not reviewed or considered.

**3.15 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment, **Exhibit A**, and submit it with their bid response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life of the Contract.

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

**3.17 NEGOTIATIONS:** Knox County reserves the right to enter into Contract negotiations with the highest-rated vendor. If Knox County and the selected vendor cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated vendor. This process will continue until a Contract has been executed or all submittals have been rejected. No vendor shall have any rights against Knox County arising from such negotiations.

**3.18 NEWS RELEASE 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.

**3.19 OWNERSHIP OF DOCUMENTS:** Any and all reports, specifications, drawings, blueprints, negative, electronic files or other documents prepared by the Contractor in the performance of its obligations under the Contract shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County.

The Contractor shall not use, willingly allow, or cause such material to be used for any purpose other than the performance of all contractor's obligations under the resulting Contract without the prior written consent of Knox County.

- 3.20 QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each participating vendor's name will be publicly read aloud. No further information will be given at that time. Evaluation of the qualifications will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Contract being fully executed, all submissions will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.
- 3.21 REJECTION OF QUALIFICATIONS:** Knox County reserves the right to reject any and all qualifications received as a result of this request and to waive any informality, technical, defect or clerical error in any submittal, as the interests of the County may require. Non-acceptance of any submittal will be devoid of any criticism of the submittal and of any implication that the submittal is deficient in any manner. Non-acceptance of any submittal shall be construed as meaning simply that the County does not deem the submittal to be acceptable or that another submittal was deemed to be more advantageous to Knox County for the qualifications submitted.
- 3.22 SUBMIT QUESTIONS:** Prospective respondents may submit questions concerning this solicitation until **June 21, 2024, by 4:30 p.m. local time.**
- 3.23 THIRD PARTY CONTRACTORS:** All third-party contractors that may be used for providing services must be listed in the firm's submittal. Contractors and their third party must adhere to all terms and conditions set forth for this RFQ. Knox County will not have any contractual liability for any third-party Contractors.
- 3.24 VENDOR OBLIGATION:** Each vendor shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFQ. The failure or omission of a vendor to become acquainted with existing conditions shall in no way relieve the vendor of any obligations with respect to this RFQ or to the Contract.

#### **SECTION IV RFQ FORMAT**

**Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and five (5) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.**

##### **Part I SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

##### **Part II VENDOR INFORMATION**

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledge acceptance of the American Rescue Plan Act (ARPA) Funds Project Requirements & Guidelines as described in Section 3.5.
- Acknowledgement of Addenda (if applicable)

##### **Part III PROJECT APPROACH**

Firms are to provide their overall approach to the project, describing the team's work plan to accomplish the scope as outlined in Section 3.3 including detailed specific task and responsible parties. The scope of work should include a plan for coordination between disciplines and provide an approach to public engagement that involves innovative ways to collect and share input digitally.

##### **Part IV PROJECT TEAM QUALIFICATIONS**

Provide a description of your firm and the expertise as it relates to the project scope. Provide a list of staff that will be assigned to the project with resumes, areas of competence or specialties, position in the firm and responsibility description for each team member. Resumes should include number of years working on similar projects and a list of sample projects similar in scope. Provide resume and background of Tennessee licensed attorney with the land use knowledge and experience needed for this project.

**Part V**

**FIRM'S EXPERIENCE WITH SIMILAR PROJECTS**

Provide a list of at least four (4) projects that are similar in size and scope. Include start and completion dates for projects with initial budgets and final costs. Provide a minimum of three (3) references with current client contact information. Include contracts awarded to your firm, complete with a current point of contact for the client, telephone number, email address, summary of work performed and contract term. References shall not include Knox County Government.

**Part VI**

**PROJECT SCHEDULE**

Firm to submit a project schedule and timeline illustrating phasing, key target dates, milestones, estimated task durations, anticipated time individual team members will spend on project components, and requirement for completing the scope of work. Describe how consultant will handle quality control, resolve issues and mitigate schedule risk.

**Part VII**

**REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, Exhibit A
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, Exhibit B

**Part VIII**

**ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

**Part IX**

**EXCEPTIONS**

Respondents 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 RFQ in your response.

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

**EXHIBIT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
RFQ NUMBER 3565**

**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.	<p style="text-align: center;"><b>AUTOMOBILE LIABILITY</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">X</td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)																			<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="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.	<p style="text-align: center;"><b>COMMERCIAL GENERAL LIABILITY</b></p> <table border="1" style="width: 100%;"> <tr> <td>CLAIM MADE</td> <td style="text-align: center;">X</td> <td>OCCUR</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td>POLICY</td> <td style="text-align: center;">X</td> <td>PROJECT</td> <td></td> <td>LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	CLAIM MADE	X	OCCUR								GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	X	PROJECT		LOC						<table border="1" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;"><b>LIMITS</b></td> </tr> <tr> <td>EACH OCCURRENCE</td> <td style="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 &amp; 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>		<b>LIMITS</b>	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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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																																							
		<b>PROFESSIONAL LIABILITY</b>																																								
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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, AUTO AND PROFESSIONAL LIABILITY. 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: \_\_\_\_\_

**EXHIBIT B  
REQUEST FOR QUALIFICATIONS NUMBER 3565**

**AFFIDAVIT OF COMPLIANCE  
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:

\_\_\_\_\_

## EXHIBIT C

### AMERICAN RESCUE PLAN ACT (ARPA) FUNDS PROJECT REQUIREMENTS & GUIDELINES

**The following language will be included in all ARPA funded Contracts and must be included in all Subcontracts:**

#### PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Sections 602 and 603 of Social Security Act (“the Act”), regulations adopted by Treasury pursuant to Sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Awardee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Awardee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.
9. Generally applicable federal environmental laws and regulations.
10. Statutes and regulations prohibiting discrimination applicable to this award, include without limitation, the following:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. In accordance with 41 U.S.C. § 4712, Awardee may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for contract or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; and/or
  - g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Awardee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

12. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Awardee should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
13. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.
14. Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

15. Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

16. **TRAFFICKING:** Awardee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
17. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
18. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT: The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally awarded contracts greater than or equal to \$30,000.**

#### **PROVISIONS OF THE HATCH ACT**

Awardee agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half time the basic rate of pay for all hours worked in excess of forty hour in such workweek.
2. Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the selected respondent(s), their contractor(s) or any subcontractor(s) responsible therefore shall be liable for the unpaid wages. In addition, such selected respondent(s), contractor(s) and subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the selected respondent(s), contractor(s) or subcontractor(s) under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, with is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such selected respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The selected respondent(s), contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The selected respondent(s) shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

#### **CONFLICT OF INTEREST**

Awardee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Awardee and subrecipients must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

1. Awardee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to Treasury assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Awardee, or any designated public agency.

The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

## **LOBBYING RESTRICTIONS**

### **Awardee certifies that, to the best of its knowledge and belief:**

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.