

**CITY OF KNOXVILLE**

**REQUEST FOR PROPOSALS**

**FULLY-INSURED DENTAL BENEFITS PROGRAM**

**Proposals to be Received by 11:00:00 a.m., Eastern Time  
August 7, 2018**

Submit Proposals to:  
City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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**Request for Proposals**  
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**City of Knoxville  
Request for Proposals  
Fully-Insured Dental Benefits Program**

**I. Statement of Intent**

The City of Knoxville is requesting proposals from responsible firms or teams to provide a fully-insured Dental Benefits Program for the City of Knoxville employees. The City desires a contract for dental benefits with coverage effective January 1, 2019 based on an initial base term of three (3) years with two options to renew for an additional 1-year term.

**II. RFP Time Line**

Availability of RFP ..... July 16, 2018

Deadline for questions to be submitted in writing to the  
Purchasing Agent ..... July 31, 2018

**Proposals Due Date ..... August 7, 2018**

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

**III. Background**

3.1 **General:** The City currently offers four dental insurance options, three insured by Delta Dental of Tennessee, a Base plan with 2 buy-up options – a Low and a High plan. The City also offers a DHMO plan insured by CIGNA. The City provides all benefit eligible employees with a Base plan which includes *one* exam, one cleaning, and one set of bite-wing x-rays every year every calendar year. Employees with at-risk health conditions may be eligible for additional cleanings under the base plan. The base plan is **not** provided to the dependents of the employee. Delta reimburses all service for employees who are enrolled in the Base plan without any buy-up coverage at the 85<sup>th</sup> percentile of U&C. MAC does not apply. If a City employee does not elect to buy-up coverage, all Base coverage is provided by Delta Dental.

The employee may buy-up to either the Low Plan or the High Plan insured by Delta Dental or they may choose the DHMO plan insured by CIGNA.

If an employee elects to buy-up coverage, the City will credit the employee the cost for the Base exam (the current cost of which is \$4.95) from the employee’s buy-up coverage. For instance, if an employee elects the DHMO plan with a monthly premium of \$33.54, the City will pay \$4.95 toward the employee rate to compensate for the Base exam provided by the City.

The City’s dental coverage has been insured by Delta Dental of TN since January 1, 2009. The DHMO has been insured by CIGNA since January 1, 2007.

3.2 **Member Demographics:** see Exhibit A - Dental Census – provided in excel format.

3.3 **Enrollment & Claims History:** See Exhibits C & D – Claims and Enrollment History for the current monthly enrollment by plan for each carrier.

3.4 **Current Benefit Design:** See Exhibits F & G. Responders will be required to submit Submission Form S-4 Current and Proposed Plan Designs. This form must be returned in excel format with your RFP. In addition to matching current plan, Proposed Designs are encouraged as the City is interested in creating more of a distinction between plans.

Please see the Section V - Scope of Services for the City's eligibility, waiting period, and termination and leave provisions. The City currently has approximately 1,482 active employees.

#### **IV. General Conditions**

4.1 The following data is intended to form the basis for submission of proposals to provide a Fully-Insured Dental Program for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on August 31, 2018.** Questions can be submitted by letter, fax (865-215-2277), or email to [powens@knoxvilletn.gov](mailto:powens@knoxvilletn.gov). The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**V. Scope of Service**

The City of Knoxville is seeking proposals from responsive firms to provide a Dental Benefits Program for its employees. The services sought include, but are not limited to, the following:

5.1 Dental plan coverage shall be provided for eligible City of Knoxville employees and dependents as described in the eligibility section of this RFP effective January 1, 2019 and for a term of up to 5 years, through December 31, 2023, based on options to renew. The City reserves the right to terminate the contract as indicated in Section 6.7. In order for the dental plan insurer to continue with each subsequent contract term, the annual rate(s) must be submitted with the proposals and included in Submission Form S-2 Fee Structure Submission Form.

5.2 Contractor must be able to provide services at convenient locations throughout the Greater Knoxville Area.

5.3 It is anticipated that the Contractor will provide services to employees who are listed by the City on a census which will be sent by the City to Contractor at the initiation of the agreement. The City would like to establish a weekly electronic file feed to update eligibility.

5.4 Information on billing required by the City must include at a minimum:

- By Plan
- By EE Subgroup – see Exhibit B – Account Structure
- Name of employee
- Employee Unique ID number - should either be the EE's City ID or SSN
- Plan (Base, Low, High, DHMO)
- Coverage - Individual or Family Coverage

Contractor must demonstrate an ability to provide billing in this format or an alternative format agreed to by the City. The billing should be subdivided by employee with a total amount charged for each employee. A grand total for all employees should also be shown. The City's preferred bill format is an Excel format.

5.5 Contractor agrees to the City's eligibility, leave and termination provisions as defined below:

A. Employee Eligibility

All active, regular (not temporary) employees who work at least 30 hours per week as well as members of the City Council and the City Judge (who works 24 hours per week) are eligible for coverage under the Dental plan.

B. Retirees

City retirees are not eligible to continue coverage as a retiree. As active employees retire, they are offered to continue dental coverage through COBRA.

C. Dependents

1. The employee's current legal spouse or qualified same or opposite gender domestic partner; excluding a common law spouse;
2. A dependent child, up to age 26, who is the employee's or employee's spouse's or qualified domestic partner's natural child, legally adopted child (including children placed for adoption), step-child, or child for whom the employee or employee's spouse is the legal guardian or legal custodian, or a child of the employee or employee's spouse or qualified domestic partner, for whom a Qualified Medical Child Support Order has been issued;
3. An incapacitated child of the employee or the employee's spouse or qualified domestic partner.

D. Leave Provisions

1. Unpaid Absence

Regardless of whether the unpaid absence is at the employee's option or due to suspension from employment, dental coverage will end on the first of the month following the month in which an unpaid absence of greater than forty (40) hours (forty-eight (48) hours for Fire Department shift positions) begins.

2. Military Leave

Coverage terminates at the end of the month following 12 months of consecutive military leave. COBRA/USERRA are offered.

3. Family Leave – Not due to a work related injury to employee

Coverage terminates on the last day of FMLA leave if the employee has no remaining paid leave balance. If the employee has paid leave available at the conclusion of the twelve (12) week FMLA period, coverage ends on the day that paid leave is exhausted or if paid leave remains, twelve (12) weeks following the last day of FMLA leave, whichever comes first. Once the City's contributions end, the employee will be charged the 102% COBRA rates (which can be paid through payroll deduction as long as the employee continues to receive paid leave from the City) for as long as the employee is eligible for COBRA continuation.

4. Family Leave – Due to a work related injury to employee

Coverage terminates on the last day of FMLA leave if the employee is not receiving supplemental temporary total disability benefits (STTD) (see below). If the employee is receiving STTD, coverage ends on the day that STTD ends or if STTD continues, at the end of twelve (12) weeks following the last day of FMLA leave, whichever comes first, unless a waiver of premium is in effect under the

terms of the policy then in place. Once the City's contributions end, the employee will be charged the 102% COBRA rates (can be paid through payroll or TTD deduction as long as the employee is receiving a check) for as long as the employee is eligible for COBRA continuation.

5. Extended paid leave not subject to family medical leave.

Coverage terminates on the date that paid leave ends or at the end of twelve (12) weeks of paid leave, whichever comes first. If the employee has paid leave available at the end of the initial twelve (12) weeks of paid leave, the City will contribute the employer contributions toward coverage until the earlier of the date that paid leave is exhausted or until twenty-four (24) weeks of total paid leave. Once the City's contributions end, the employee will be charged the 102% COBRA rates (which can be paid through payroll deduction as long as the employee continues to receive paid leave from the City) for as long as the employee is eligible for COBRA continuation.

## **VI. Contract Requirements**

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 Administration. The contract will be administered by the City of Knoxville Department of Employee Benefits and Risk Management.

6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.



Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the

Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers'

compensation insurance coverage.

**D. Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) The employee or the employee’s immediate family;
- (2) A business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city

employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

**Kickbacks.** It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**D. Section 2-1051. Covenant Relating to Contingent Fees.**

(a) **Representation of Contractor.** Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) **Intentional Violation Unlawful.** The intentional violation of the representation specified in subsection (a) of this section is unlawful.

**E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.**

**Contemporaneous employment prohibited.** It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans

Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

## **VII. Instructions to Submitting Entities**

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

### **7.1 General**

Submission forms and RFP documentation may be obtained on or after July 16, 2018, at no charge from:

City of Knoxville Purchasing Division

City/County Building  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

## 7.2 Submission Information

Proposals shall include eight (8) hard copies (one original and seven duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

**IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.** The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on August 7, 2018. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, TN 37902

**IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Fully-Insured Dental Benefits Program.”** Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.



### 7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
  - A. Form S-1
  - B. Form S-2 – Dental Benefits Program Questionnaire
  - C. Form S-3 – Fee Structure Submission Form
  - D. Form S-4 – Current and Proposed Dental Plan Designs
  - E. Form S-5 – Dental providers by Type and County
  - F. Non-Collusion Affidavit
  - G. No Contact/No Advocacy Affidavit
  - H. Iran Divestment Act Certification of Noninclusion
  - I. Diversity Business Enterprise Program
4. Body of Proposal: Information which submitting entity wishes to include

NOTE: All required submission forms may be found in this solicitation document.

### 7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be

based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

### **VIII. Evaluation Criteria**

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

Experience	(10 points)
Administration/Performance	(20 points)
Scope of Benefits	(20 points)
Network /Quality	(25 points)
Rates/Financial Advantage	(25 points)

## **Submission Forms**

**CITY OF KNOXVILLE  
REQUEST FOR PROPOSALS  
FULLY-INSURED DENTAL BENEFITS PROGRAM**

**Submission Form S-1**

**Proposals to be Received by 11:00:00 a.m., Eastern Time; August 7, 2018; in Room 667-674, City/County Building; Knoxville, Tennessee.**

**IMPORTANT:** Proposals shall include eight (8) hard copies (one original and seven duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

**Please complete the following:**

**Legal Name of Proposer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name and Title of Signer:** \_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

## **SUBMISSION FORM S-2**

### **REQUEST FOR PROPOSALS DENTAL BENEFITS PROGRAM QUESTIONNAIRE**

**(NOTE: Proposer must include restatement of question with response.)**

#### **Experience**

1. Describe your firm; i.e., years in business, areas of expertise, state of incorporation, years of business in the Knoxville area.
2. Please include the name, location, and a biography of the individual(s) who will service the City of Knoxville account.
3. Is your company licensed in the State of Tennessee?
4. What is the primary business of your firm? If it is not dental benefits programs, what percentage of your operation is devoted to dental benefits programs?
5. How many members does your company service in total as well as in the greater Knoxville area (dental only)?
6. Please provide three current clients of similar size and industry to the City of Knoxville. Also, please provide a reference of a client you've lost to something other than a merger or acquisition.

#### **Administration/Performance**

1. Will your company subcontract any services? If yes, please provide details.
2. How many accounts does your firm have that are similar to the dental program in place at the City of Knoxville? Please provide information for nationwide as well as the greater Knoxville area.
3. Does your company have a toll-free number employees may call for assistance regarding individual plan accounts? What are the hours of operation?
4. Identify your 1-800 number service standards, 2016 results and 2017 results including response time, abandonment rate, etc.
5. Describe the process for participants to access their benefits including the following variations for contracts: whether ID cards are required, whether participants pay for the services and file a claim for reimbursement or pay the required co-payment at the time of service.

6. Please outline the ID card production process (if applicable). In addition, please include a sample standard card and indicate whether or not the card can be customized to reflect personal indicative information.
7. In what form(s) will you accept eligibility data from the City?
8. If the City sends electronic files, can they also input eligibility data and make eligibility changes on line? What is the normal turnaround time to implement a weekly electronic eligibility process with a new client?
9. Are changes made online real-time? If not, what is the turnaround process before a provider can locate a new member in your system?
10. Please describe the complaint/appeal process.
11. Please include examples of the management reports you would provide to the City. Indicate the frequency with which these reports are provided.
12. If the plan you are proposing is one in which the participant must file a claim for benefits, how long does it take for an employee to receive reimbursement for a properly completed claim? Is your firm willing to guarantee this length of time?
13. Will you accept a faxed or emailed claim (if applicable)?
14. Please provide a sample claim form (if applicable).
15. Please provide a sample Explanation of Benefits (EOB).
16. Is the cost for drafting employee certificates included in your rates?
17. Are any communications services (summary of plans, etc.) included in your proposed cost? If no, are there services available for an additional fee? If yes, provide samples.
18. Do you provide monthly paid claims, enrollment and premium reports by plan?
19. Do you provide utilization reports reflecting customer-specific average out-of-pocket costs, in and out-of-network participation, number and type of services provided, claims paid, average savings? Can you provide reports reflecting utilization at specific providers?
20. Does your firm have a website? If so, please include the website address. What services are available on the website for the employer?
21. Does the employer have the ability to access individual EOBs for the member and/or view any claim history?
22. Provide a summary of the online services and tools available to members to help them be better

consumers of dental services.

### **Scope of Benefits**

1. Can you satisfy all of the requirements and criteria described in **Section V “Scope of Service”** as well as Submission Form S-4 detailing the current and proposed coverage by plan that is being proposed? Indicate any other features of coverage not included in the chart. What deviation(s) if any do you propose?
2. What services are included as Preventive? Basic? Major? Please use Submission Form S-4 for each tab labeled Current Base Plan; Low Plan; High Plan for completion of the following:
  - a. Preventive services include the following:
  - b. Basic services include the following:
  - c. Major services include the following:
  - d. Orthodontia includes the follow:

The current DHMO Schedule of Benefits is included as Exhibit G – Current DHMO Summary of Benefits. Refer to Submission Form S-4 – Current and Proposed Dental Plans – tab labeled “Proposed DHMO & Alt Schd Plan” to provide the comparison of your DHMO or Scheduled dental plan you propose to replace the current DHMO plan.

3. Please provide a complete list for each category of service included in the proposed plan(s) and be as specific as possible.
  - a. For fillings, please clarify what types are covered: white, composite, amalgam, resin-based, etc.
  - b. For crowns, please clarify what types are covered: porcelain/ceramic, full cast noble metal, titanium, gold, etc. How much time must elapse prior to covering a replacement crown?
  - c. For sealants, what teeth can children have these put on and what is the age limit?
  - d. For fluoride treatments, how long can a child receive this type of service?
  - e. Missing teeth
  - f. Coverage of implants
  - g. Extra cleanings and other services available if a member has a serious medical condition and periodontal or other disease
4. Under what plans do participants have an option to receive dental services from a non-participating provider, subject to a maximum schedule of allowances? Please describe and indicate the basis of paying non-participating provider’s charges (i.e., describe what the

maximum allowable charge equates to).

5. Please provide specifics on the basis of payment for Out-Of-Network claims for the following plans: Base, Low, and High; i.e., Out-Of-Network claims will be paid at the 85th percentile of R&C, or Out-Of-Network claims will be paid according to the in-network maximum plan allowable charge.
6. Please fully disclose how the City of Knoxville should provide notification of Out-Of-Area dependents as well as describe the network an out-of-area dependent will access in-network care out of your plan's service area.
7. Do you agree to allow open enrollment during the current and all future annual enrollment periods? Will late entrants at annual enrollment be subject to waiting periods?
8. Will late entrants who enter the plan mid-plan year due to a life event be subject to waiting periods?
9. Please confirm that the Traditional 12 month waiting period for major services will be waived for employees and dependents currently covered under one of the City's buy-up dental plans. In other words, if an employee is currently covered under the DHMO plan and elects the Low or High plan as of 1/01/19, will the EE or any of his/her previously covered dependents be subject to a benefit waiting period?
10. Please indicate how the lifetime maximum on orthodontia services will be applied if your company insures the City's business as of 1/01/19.
11. Do you agree to administer the plan according to the City of Knoxville's IRC Section 125 plan and allow changes mid-year for life events as defined in the regulations (allowing a 60 day period to make changes as result)?
12. If you are able to quote the DHMO plan, does the employee selecting this option need to name a dentist for themselves and each enrolled and eligible family members? May each member of the family select a different dentist?
13. Please confirm that you will provide monthly paid claims, eligibility and premium data to Willis Towers Watson.
14. Please guarantee that no employee or dependent will lose any benefits due to the change of insurance companies (transitional care or care in-progress).
15. Please confirm that the proposal assumes no loss, no gain will apply to all employees currently covered under the City of Knoxville's dental plan.
16. Please confirm that all COBRA enrollees will be fully covered under your proposed plan if continued coverage is elected during the annual enrollment period. All employees who are currently covered through COBRA under the City of Knoxville's dental plan will also be afforded the option to elect dental coverage as of 1/01/19.



17. Will you allow the City to offer your PPO product along-side another carrier's DHMO product if you cannot offer a DHMO product?

### **Rates/ Financial Advantage**

1. Please identify all additional charges not indicated on the proposal submission forms.
2. If a covered member seeks services that are not covered under the terms of your contract, are negotiated discounts passed along to the member?
3. If a covered member exhausts their annual benefit limit, will network discounts continue to apply to services the member receives for the remainder of the contract year?
4. If your company is proposing for less than the 5 year contract term, confirm renewal rates will be provided by August 1, of the applicable year for the upcoming January 1, renewal.
5. How are participating providers compensated by your firm?

NOTE: Evaluation of financial advantage will include responses on the Fee Structure Submission Form S-3.

### **Network/ Quality**

1. Your proposal should include a site match (GeoAccess report) with the following access parameters for each of the networks associated with the plans you quote
  - a. 2 general Dentists within 10 miles
  - b. 2 specialty Dentists within 20 miles

The following types of dentists should be detailed in Submission Form S-5 - Dental Providers by Type and County – this Exhibit must be returned with your RFP:

- a. general dentists,
- b. Pedodontists,
- c. Periodontists,
- d. Endodontists,
- e. Orthodontists,
- f. Prosthodontists, and
- g. Oral Surgeons

In the following 7 counties: Anderson, Blount, Jefferson, Knox, Roane, Sevier, and Union.

2. Please provide the names and locations (include zip code) of greater Knoxville area providers in the plan(s) proposed. Include a provider directory with the proposal.
3. What factors are considered when in-network providers are chosen?

4. Are guidelines established for in-network providers? If yes, how are these guidelines enforced?
5. What type of satisfaction guarantee does your firm offer?

Does your firm have an established standard of care as part of contract arrangements with providers? If yes, please provide details.

**Performance Standards**

1. Indicate if the dental plan will (yes) or will not (no) agree to each of the following standards.

<b>Category</b>	<b>Performance Standard</b>	<b>How Measured</b>	<b>Yes / No</b>
ID Cards (if applicable)	100% of initial ID cards mailed a minimum of 5 days prior to the City of Knoxville’s effective date provided claim eligibility data is received 21 days prior to the effective date	Reports detailing the production and mailing of ID cards	
Claims Processing	99% accuracy of total dollars paid and total dollar paid in error, whether the error is over or under payment	Self-reported	
	95% accuracy rate for all claims paid that have any financial or procedural error	Self-reported	
	Average annual days mail on hand six days or less	Self-reported	
	Meet turnaround of claims processing time- 85% with 10 working days or 14 calendar days	Self-reported	
Data and Reports	Provide all member data per HealthCare 21 standard requirements to HealthCare21 or its data warehouse vendor and fully cooperate with periodic data validation.	As per HealthCare 21 standard requirements and validation as requested	
Customer Service	Meet satisfactory phone response time – 90% in 45 seconds between menu selection and human voice	Automated phone log	
	Call abandonment call rate of less than 5%	Automated phone log	
	85% first call to resolution in 45 days or less for City of Knoxville members	Self-reported	
	70% problem resolution during the	Self-reported	

<b>Category</b>	<b>Performance Standard</b>	<b>How Measured</b>	<b>Yes / No</b>
	initial call for City of Knoxville members		
Discounts	PPO plan discounts will be at least X percent (enter percent agreed)	Internal reporting	
	DHMO discount will be at least X percent (enter percent agreed)	Internal reporting	

2. What will you agree to a portion of paid premium at risk if performance guarantees and network discounts are not met? If yes, how much?

**SUBMISSION FORM S-3**

**REQUEST FOR PROPOSALS  
DENTAL BENEFITS PROGRAM  
FEE STRUCTURE SUBMISSION FORM**

Provide Fully Insured Monthly Rates net of commissions. The rates quoted should be guaranteed for all five years. The City’s rate history is included in Exhibit E – Rate History.

**Base (The City pays the entire premium cost for this plan)**

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Employee</b>	\$	\$	\$	\$	\$

The following services are provided to all benefit eligible employees each calendar year:

- One calendar year annual exam, and
- One calendar year cleaning, and
- One calendar year set of bite-wing x-rays

These services are provided regardless of whether the employee enrolls in the Low, High, or DHMO plan for themselves or their eligible dependents.

**Low**

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Employee</b>	\$	\$	\$	\$	\$

<b>Family</b>	\$	\$	\$	\$	\$
---------------	----	----	----	----	----

**High**

<b>Employee</b>	\$	\$	\$	\$	\$
-----------------	----	----	----	----	----

<b>Family</b>	\$	\$	\$	\$	\$
---------------	----	----	----	----	----

**DHMO**

<b>Employee</b>	\$	\$	\$	\$	\$
-----------------	----	----	----	----	----

<b>Family</b>	\$	\$	\$	\$	\$
---------------	----	----	----	----	----

## 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 the City of Knoxville 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.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

No Contact/No Advocacy Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_  
\_\_\_\_\_, the Proposer that has submitted the attached Proposal;

(2) The Proposer \_\_\_\_\_ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Boyce H. Evans) or Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
  
- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Employee Benefits and Risk Management or any other City staff.

**Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

## IRAN DIVESTMENT ACT

### Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

**NOTARY PUBLIC:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

# DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

## CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.



Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the  
(Bidder/Proposer Company Name)

\_\_\_\_\_  
(Project Name)  
\$ \_\_\_\_\_  
(Amount of Bid)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_.  
Estimated Amount of Subcontracted Service

<b>Diversity Business Enterprise Utilization</b>			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

**Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_