

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Drug and Alcohol Testing Services** as specified herein. Proposals must be received by **2:00 p.m. on April 25, 2024**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3549
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Heather Whitehead, CPPB, Senior Procurement Analyst, at 865.215.5774. Questions may be faxed to 865.215.5778 or emailed to heather.whitehead@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
 - 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
 - 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).
 - 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The evaluation criteria can be found in Section 3.14.
 - 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

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

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

- 1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the “Non-Conflict of Interest” statement provided in the vendor registration process prior to the closing of this solicitation. Knox County’s Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.8 **COPIES:** Knox County requires that two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their hard copies an exact electronic version of their proposal in a SINGLE FILE on a flash drive.**
- 1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.
- 1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “KnoxBuys.” The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for 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 urge you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, “KnoxBuys,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.14 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.
- 1.15 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.16 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) calendar days is required to process invoices for payment.
- 1.17 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of this contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor’s ability.
- 1.18 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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.

- 1.19 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.19.1 Be submitted on recycled paper;
 - 1.19.2 Not include pages of unnecessary advertising.
- 1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on April 12, 2024**. These requirements also apply to specifications that are ambiguous.
- 1.21 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.22 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.23 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 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 and Title IX.
- 1.24 UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier’s decision regarding deliveries during any unforeseen circumstances.
- 1.25 USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.26 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County’s bidder’s list for twenty-four (24) months.
- 1.27 VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on “Knox Buys” and then select “Online Vendor Registration.” Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.28 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for 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 Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment E (Iran Divestment Act/No Boycott of Israel Affidavit).
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Attachment E (Iran Divestment Act/No Boycott of Israel Affidavit).
- 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) Written Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature, it is current in its respective federal, state, county, and city taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 TERMINATION: County may terminate this agreement with or without cause at any time upon thirty (30) calendar days written notice. 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. Contractor shall not perform additional work without the expressed permission of County.

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

2.23 WARRANTY: Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT: The purpose of this Request for Proposals is to solicit one or more established providers of Drug and Alcohol Testing desired by Knox County. Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 ACCEPTANCE: Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 ADDITION OR DELETION OF SERVICES: Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 AGENCY CONTACTS: The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 AWARD LENGTH: The pricing for this Contract must remain firm for an initial twelve (12) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial twelve (12) months, the Contractor may request a change in price. See Section 3.28 for requests relating to a change in price.

3.6 CHANGES AFTER AWARD: It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.8 CONTACT PERSONNEL: The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.9 CONTRACT EXECUTION: The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require Board of Education and/or Knox County Commission approval. The successful Vendor(s) may be required to be present at the meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). Knox County will draft the Contract. Exhibit A provides a sample contract for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted.

3.10 CONTRACTOR DUTIES: At the Contractor's own expense, the Contractor shall:

3.10.1 Provide competent supervision;

3.10.2 Provide competent personnel;

3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.11 DESTINATION AND DELIVERY: All shipments that are to be delivered must be Free on Board (FOB) Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.12 EVALUATION CRITERIA: As noted in Section 1.5, Knox County will determine the award structure that is in its best interest. This proposal will be evaluated using the following criteria:

Approach to Scope of Work	40 Points
Experience and References	30 Points
Proposed Costs	30 Points

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

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

3.14 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions within their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VII of the submittal.

Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.15 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.16 IDENTIFICATION: Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.17 INSURANCE: The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign Attachment D and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.18 INTERPRETATION: No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

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

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

3.20 INVOICING PROCEDURES & PAYMENT SCHEDULE: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction. Invoices shall be sent to the billing address indicated on the Purchase Order. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) calendar days to process payment. There shall be no component billing. Direct invoices to:

Knox County Probation Service
Attention: Richard Major
400 W. Hill Ave., Knoxville, TN 37902, (865) 384-8787
Richard.Major@knoxcounty.org

Knox County R&VT Courts
Attention: Ron Hanover
900 E. Hill Ave, Ste. 480, Knoxville, TN 37915, (865) 659-6352
Ronh@knoxdrugcourt.org

Knox County Mental Health Court
Attention: Kasey Stone
140 Dameron Ave., Knoxville, TN 37917, (865) 776-6748
Kasey.Stone@knoxcounty.org

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

3.22 MINIMUM QUALIFICATION EXPECTATIONS:

3.22.1 Respondent must address all submittal requirements as defined in Section V.

3.22.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.22.3 A Knox County business license is not required of any Respondent or proposed subcontractor or sub-consultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.23 NEGOTIATION: Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter Contract negotiations with the highest-rated proposer.

If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.24 NEWS RELEASES BY VENDORS: As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.25 NO CONTACT POLICY: After the date and time the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.26 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the submission deadline or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposals.

3.27 ORAL PRESENTATION/INTERVIEW: Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted in-person or virtually through video conferencing.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.28 PRICE: The proposer(s) warrants that the price stated shall remain firm for a period of twelve (12) months from the first day of the original Contract period. If the Contractor's price is increased after the twelve (12) months, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s) following the initial thirty-six (36) months. If the price increase is rejected the contractor may:

- Continue with the existing prices.
- Request a lower price increase.
- Not accept the renewal offer.

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

- 3.29 PROPOSAL EVALUATION:** In evaluating the submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.30 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification(s) will be provided.
- 3.31 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.32 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.33 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.
- 3.34 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.35 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.36 SUBCONTRACTING:** Prime contractor responsibilities shall include performance of contract administration and management. The prime contractor shall be Knox County's sole point of contact and all invoices will be paid to the prime contractor. The prime contractor will be directly responsible for the performance of all subcontractors. Knox County will exercise final approval for the use of any subcontractor.
- 3.37 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 12, 2024 at 4:30 p.m. local time.** Submit questions as noted in Section 1.1.
- 3.38 SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this bid and during the term of any subsequent contract for service.
- 3.39 TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

- 4.1 PROJECT OVERVIEW:** The successful vendor will provide Drug and Alcohol Testing Services for the Knox County Criminal Court Clerk Services, including General Sessions Criminal Divisions (Div. I – Div. V.) and Criminal Courts (Div. I – Div. III); Knox County Specialized Courts, including Knox County Mental Health Court, Recovery Court, and Veterans Treatment Courts; and Knox County Probation Services. Proposers must submit pricing based on the requirements detailed herein. This solicitation outlines the scope of services and requirements that must be addressed by any Contractor submitting a response to this solicitation.
- 4.2 BACKGROUND INFORMATION:** The Knox County Criminal Court Clerk Services and Knox County Probation Services are divisions of Knox County Government under the current supervision of Knox County Criminal Court Clerk Mike Hammond and Magistrate Richard Major. As government agencies, Knox County Criminal Court Clerk Services mission is to file, maintain, record, and preserve the records of the Knox County Criminal Courts and General Sessions - Criminal Courts, and to maintain access services and resources for all Criminal Division Courts. Knox County Probation Services supports the Knox County Judiciary to ensure misdemeanor probation compliance with conditions of probation.
- 4.3 SCOPE OF WORK:** Departments seek a Contractor with laboratory accreditation that is certified by the Agency of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA), and the College of American Pathologists – Forensic Drug Testing (CAP-FDT) to provide drug and alcohol collections, testing, laboratory services, interpretation support, customer service, technology, and training to Departments as detailed below:
- **Required Tests:**
 - Urine screen, 8 panel
 - Oral screen, 8 panel
 - LC-MS/MS Confirmation test
 - Add-on panel costs: Urine
 - Add-on panel costs: Oral Fluid
 - Breath Alcohol Test
 - **Information Management System (IMS):**
 - The provider will provide access to an independent, secure, web-based, HIPAA-compliant IMS with individual login credentials for each Department's case manager to access results. Provider will not be able to connect to Knox County's network.
 - End-users shall have the ability to:
 - Enter custom test panels specific to each client;
 - Schedule tests for an individual client;
 - Enter excused test periods for an individual client;
 - Inactivate or activate clients;
 - Track and review client test history;
 - Track applicable client payments.
 - The IMS shall include a dashboard view that:
 - Provides the supervising case manager quick access to each client;
 - Provides a consolidated summary of all activity related to each client;
 - Indicates scheduled tests;
 - Provides a summary of recent positives and failures to report for testing. Please detail the retention policy and reporting capabilities of the system.
 - Automated Random Selection Calendar and Client Notification: The provider will provide, support, and maintain a secure automated random selection testing calendar that provides the ability to create agency-specified default parameters specifying testing frequency. The Provider shall create a testing calendar in which the end-users can reference the calendar and request individual tests within the set testing calendar. The Departments shall have the ability to review past and upcoming scheduled tests. The provider will provide, support, and maintain a client notification system that alerts clients of the need to test by phone and/or web-based notifications. Clients should be notified to test on the same day as the scheduled test.
 - Training – Upon request or as necessary in order to ensure that current testing requirements are met, Proposers must provide IMS training.

Training may be provided in-person at a chosen Knox County Government facility or via remote webinar. Trainings must include any necessary reference materials. Trainings and associated materials must be provided at no additional cost to Knox County.

- **Specimen Collections:** The Provider shall conduct same-sex, directly observed urine collections and will also provide oral fluid and hair collection options. The Provider shall:
 - Maintain and operate at two separate county operated locations for specimen collections.
 - Operate the collection sites for at least twelve (12) and up to twenty (20) hours per week on weekday and weekend/holiday testing days per the random selection process with the capacity to scale up hours per week if needed.
 - Conduct collections with qualified and properly trained personnel that are vetted via a criminal background check and drug test, trained on how to collect various specimens, and provide instruction regarding the confidentiality of alcohol and drug testing information;
 - Provide an incident report if a patient attempts to use a device, adulterate a sample, or substitute a sample;
 - Collect patient payments prior to specimen collection, if applicable.
 - The Provider shall provide all necessary sample collection and transportation supplies. The courier will pick up specimens within twenty-four (24) hours of the pick-up request. Cost for supplies and transportation must be inclusive and not billed separately.
 - Provider must offer testing at the main location of the Knox County Probation Services Department located at 400 W. Hill Avenue, Knoxville, TN 37902 (CCB) and secondary location of Knox County Recovery & Veterans Treatment Courts (R&VT) located at 900 E. Hill Ave., Suite 480, Knoxville, TN 37915 five (5) days a week during determined timeframes as scheduled by all Department locations. Provided equipment, furnishings, accessories include: 1) Main Location (400 W. Hill Avenue) includes reception area, windowed front counter check-in, desk/workstation, electric, public Wi-Fi access, and designated screening restroom facility with two-bathroom stalls. 2) Second Location (900 E. Hill Ave., Suite 480, Knoxville, TN 37915) includes workstation table, electric, WiFi access, and single person screening restroom facility. For each location, provider shall provide own Computer/Laptop(s), printer, administrative office supplies and screening supplies as needed. Provider must provide all resources necessary for compliance related modifications to screening restroom facilities such as restroom stall mirrors. Provider must indicate in its response a proposed timeline for setting up each testing site.
 - Provider must indicate in its response any proposed deviation from the schedule detailed below.

Weekly Schedule by Location:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
CCB 9AM-11AM	CCB 9AM-11AM	CCB 9AM-11AM	CCB 9AM-11AM	CCB 9AM-11AM		
R&VT 12PM-1PM 5:30PM -7PM	R&VT 12PM-1PM 5:30PM -7PM	R&VT 12PM-1PM 5:30PM -7PM	R&VT 12PM-1PM 5:30PM -7PM	R&VT 12PM-1PM 5:30PM -7PM	R&VT Random	R&VT Random

- **Laboratory Testing:** The Provider shall provide a list of all substances available for testing along with all immunoassay cut-offs and LC-MS/MS cut-offs.
 - The Agency shall:
 - Operate a laboratory that is certified by the Agency of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA), and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
 - Conduct a laboratory immunoassay screen on all samples with creatinine and the ability to add other validity tests;
 - All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
 - Report negative test results for urine and oral fluid on the next business day and non-negatives within 3 business days. Test results for hair specimens shall be reported within five business days;
 - Conduct confirmation via GC/MS or LC-MS/MS as requested by the Knox County;
 - Test assays at cut-off levels consistent with criminal justice drug testing best practice standard levels.

- **Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that tracks the specimen during all phases of the testing and storage process.
- **Results & Information Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - Report negative urine and oral fluid test results by the next business day and non-negatives within 3 business days. Test results for hair specimens shall be reported within five business days;
 - Assist with results interpretation; and
 - Provide consultation and results interpretation in-person and/or via teleconference on an as-needed basis.
 - The IMS shall provide the Departments with program analytics that aid the Departments in data analysis and report-generating functions. Reports shall be sortable by the supervising officers and at a minimum shall include:
 - Detailed and summary results by department;
 - Client test history;
 - An overview of all testing activities; and
 - Detailed views of the historic and future testing calendars, among others.
- **Additional Requirements:**
 - Provider must be able to accommodate walk-in patients. Provider may also set up an appointment procedure to be utilized where practicable.
 - Provider must be able to test at least fifty (50) people per day with the capacity to scale up if needed. Expected testing volume estimated to be a minimum of four hundred (400) samples per month at the beginning of new service.
 - Provider shall provide legal affidavits and/or expert testimony upon request. Provider must be able to provide Expert Witness Testimony via telephone, video conference or in person if required by the court. The Agency will work with Provider to provide as much advance notice as possible, preferably at least 2 weeks, for expert testimony needs.
 - Provider must comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), as applicable.

SECTION V PROPOSAL FORMAT

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

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- Please submit one (1) marked original and one (1) exact copy, along with an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file.**
- Page numbers should be placed on bottom center of pages.

TAB I PROPOSER INFORMATION

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

TAB II SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

Letter must be signed by the principal of the company. Please sign the original in blue ink.

TAB III APPROACH TO SCOPE OF WORK (40 POINTS)

Proposer must thoroughly detail its approach to the Scope of Services. At a minimum, information provided must thoroughly address each of the requirements outlined in Section IV. Proof of required accreditations and certifications must be included. Proposer must clearly identify which tests are considered standard and which are considered specialty.

TAB IV EXPERIENCE & REFERENCES (30 POINTS)

Proposers are to detail the organization's previous experience working with court systems to provide the service detailed herein. For applicable team members, proposers are to submit education credentials and relevant work experience that support their capacity to deliver the program sought by this RFP. Proposers must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract.

TAB V PROPOSED COSTS (30 POINTS)

Cost is to be submitted on Attachment B. Proposals must include all direct and indirect costs associated with the performance of the service. Proposed costs should be inclusive of all expenses, including transportation and ancillary out-of-pocket charges, as applicable. Travel expenses are not to exceed the per diem rates set by GSA. There will be no additional reimbursement for any such charges. Proposer may include the methodology used to determine their proposed cost on an additional page, but there is to be no deviation from the cost sheet format.

NOTE: The Cost Sheet (Attachment B) shall only be included under this tab on the one (1) original, one (1) exact copy and electronic copy. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB VI OTHER INFORMATION

Proposers may include any other information deemed pertinent to this solicitation, such as optional services to support district development. Information/pricing regarding supplementary programs, materials or services may be included in this section.

TAB VII EXCEPTIONS

Please note all exceptions taken to any part of this Request for Proposals. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VIII

ATTACHMENTS

- Insurance Checklist (Attachment C)
- Iran Divestment Act/No Boycott of Israel Affidavit (Attachment D)
- Provide copies of all certifications/licenses required to perform the work detailed herein including a Knox County Business Tax License for Organization (if applicable)

Note: Failure to include requested information may result in the proposer being disqualified.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3549**

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

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

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

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

**ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3549**

To evaluate fairly, the County requires the completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award.

DESCRIPTION	PRICE PER TEST
Urine screen, 8-panel Consisting of 8 of the following, exact combination to be specified by Knox County on a case-by-case basis: Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Non-Synthetic THC, Synthetic Cannabinoids, Ketamine, Methadone, Methamphetamine, Opiates, Oxycodone, Tramadol	\$
Oral screen, 8-panel Consisting of 8 of the following, exact combination to be specified by Knox County on a case-by-case basis: Amphetamines, Benzodiazepines, Buprenorphine, Cocaine, Methadone, Methamphetamine, Opiates, Oxycodone, Phencyclidine, Cannabinoids (THC)	\$
LC-MS/MS Confirmation test	\$
Add-on panel costs: Urine	\$
Add-on panel costs: Oral Fluid	\$
Breath Alcohol Test	\$

VOLUME DISCOUNT INFORMATION	
6 Standard 2 Specialty	COST PER SAMPLE
1,000 Samples per Month	\$
800 Samples per Month	\$
600 Samples per Month	\$
400 Samples per Month	\$

EXPERT WITNESS TESTIMONY
Please detail the costs and fees associated with expert witness testimony. Travel expenses are not to exceed the per diem rates set by GSA. There will be no additional reimbursement for any such charges.

Please attach additional information pertaining to pricing if necessary, but do not alter the format of pricing above.

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3549**

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

- 20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.
- 21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.
- 22. Certificate of Insurance shall show the RFP number and title.
- 23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

**ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3549**

IRAN DIVESTMENT ACT

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 on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

NO BOYCOTT OF ISRAEL AFFIDAVIT

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.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

**EXHIBIT A
SAMPLE CONTRACT
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3549**

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Drug and Alcohol Testing Services for Knox County Government (Request for Proposals 3549#) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals' specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of June 2024 and ends upon the 31st day of May 2025 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial three (3) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first three (3) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Drug and Alcohol Testing Services per the Contractor's response to Request for Proposals 3549# and negotiations; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Drug and Alcohol Testing Services pursuant to Request for Proposals 3549#.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Drug and Alcohol Testing Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service

prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

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

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Software Management System for ELL Progress Monitoring, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

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

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

10. This Contract 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 form.

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

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify, defend, save and hold harmless, 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 Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Drug and Alcohol Testing Services for the County in accordance with Request for Proposals 3549#.

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

17. **Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

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

- A. Request for Proposals 3549#
- B. Contractor's Response to Request for Proposals 3549#

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

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY GOVERNMENT

MAYOR – Signature

GLENN JACOBS
MAYOR

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO. _____ KNOX COUNTY, TENNESSEE
APPROVED AS TO LEGAL FORM

LAW DIRECTOR – Signature

LAW DIRECTOR – Printed Name

Date: _____

VENDOR

AUTHORIZED SIGNATURE

VENDOR – Printed Name

COMPANY NAME

Date: _____