The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of <u>Forensic Genetic</u> <u>Genealogy Testing Services</u> as specified herein. Proposals must be received by 2:00 p.m. on December 17, 2024. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3610 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 <u>ADDITIONAL INFORMATION:</u> Knox County wants requests for additional information routed to Susan Colella, Buyer, at 865-215-5769. Questions may be emailed to <u>susan.colella@knoxcounty.org</u>. 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 <u>www.knoxcounty.org/procurement</u>.
- **1.2** <u>ACCEPTANCE:</u> Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- **1.3** <u>ALTERNATIVE PROPOSALS:</u> Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).
- **1.4** <u>AUDIT HOTLINE:</u> 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/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- **1.5** <u>AWARD:</u> Award may be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple awards. Knox County reserves the right to not award this proposal. The award will be made in accordance with the evaluation criteria specified herein.
- **1.6 BUSINESS OUTREACH PROGRAM:** 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 reengineering.

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 nondisadvantaged 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, Business Outreach Administrator Knox County Procurement Telephone: 865.215.5760 Fax: 865.215.5778 E-mail:diane.woods@knoxcounty.org

- **1.7 <u>CONFLICT OF INTEREST</u>:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- **1.8** <u>COPIES:</u> Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. <u>Proposers must submit with their written response an exact electronic version of their proposal in a single file in a flash drive format.</u>

- **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** <u>ELECTRONIC TRANSMISSION OF PROPOSALS</u>: Knox County's Procurement Division <u>will not</u> accept electronically transmitted proposals. Email and Facsimile submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.11 <u>HOW TO DO BUSINESS:</u> Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at <u>www.knoxcounty.org/procurement</u>, register as a vendor in our online Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in 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 <u>MULTIPLE PROPOSALS</u>: Knox County will consider multiple proposals that meet specifications.**
- **1.14 <u>NON-COLLUSION:</u>** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under Tennessee or United States law.
- **1.15 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Proposers are prohibited from charging Knox County any type of merchant fee from their financial institution to accept this type of payment.

- **1.16 POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- **1.17 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- **1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 PROPOSAL DELIVERY: Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carriers, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.

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

- **1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
 - Be submitted on recycled paper.
 - Not include pages of unnecessary advertising.
 - Be made on both sides of each sheet of paper.
- 1.21 <u>RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:</u> 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 December 3, 2024. These requirements also apply to specifications that are ambiguous.
- **1.22** SIGNING OF PROPOSALS: In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.23 TAXES: Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 <u>TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:</u> "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- **1.25** <u>UNFORESEEN CIRCUMSTANCES</u>: During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
 - If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- **1.26** USE OF PROPOSAL FORMS: Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- **1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should the vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- **1.28** <u>VENDOR REGISTRATION:</u> Prior to the closing of this proposal, *ALL PROPOSERS* must be registered with the Procurement Division. Please register online at our website at <u>www.knoxcounty.org/procurement</u> and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- **1.29** WAIVING OF INFORMALITIES: Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

2.1 <u>ALTERATIONS OR AMENDMENTS:</u> 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 <u>APPROPRIATION:</u> 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** <u>ASSIGNMENT:</u> Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 <u>BOOKS AND RECORDS:</u> Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 <u>CHILD LABOR:</u> 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 <u>COMPLIANCE WITH ALL LAWS:</u> 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 <u>DEFAULT:</u> 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 <u>GOVERNING LAW/VENUE</u>: 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 <u>INDEMNIFICATION—HOLD HARMLESS:</u> 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 **IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- **2.13** <u>LIMITATIONS OF LIABILITY:</u> 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.

- 2.14 <u>NO BOYCOTT OF ISRAEL:</u> Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or individual trait found to be and illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

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

- **2.16** ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- **2.17 <u>REMEDIES:</u>** 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 fees.
- 2.18 <u>**RIGHT TO INSPECT:**</u> 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.
- 2.19 <u>SEVERABILITY:</u> 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.
- **2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 <u>TERMINATION</u>: County may terminate this agreement with or without cause at any time upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 <u>INTENT:</u> The intent of the solicitation is to set forth and convey to prospective proposers the general requirements for providing the Regional Forensic Center with quality Forensic Genetic Genealogy Testing Services for the purpose of identifying unidentified human remains within Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- **3.2** <u>ACCEPTANCE:</u> 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** <u>ADDITIONS OR DELETIONS:</u> Knox County reserves the right to add services as the need arises or to delete services that have become obsolete or no longer in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

- **3.4** <u>AGENCY CONTACTS:</u> 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** <u>AWARD LENGTH:</u> Knox County intends to issue a one-time award to identify twelve (12) Unknown Human Remains (UHR). The contract will expire upon completion of the project. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 <u>CHANGES AFTER AWARD:</u> It is possible that after the award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they lower the cost to Knox County and/or provide improved service.
- 3.7 <u>COMMUNICATIONS</u>: The successful execution of this contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- **3.8** <u>COMPLIANCE WITH ALL APPLICABLE REGULATIONS</u>: Vendor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- **3.9 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require approval of Knox County Commission and must receive a majority vote. The successful Vendor(s) may be required to be present at Knox County Commission meetings to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.
- **3.10 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.
- **3.11 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Approach to Scope of Work	40 Points
Experience, Qualifications, Questionnaire and References	40 points
Cost	20 points

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

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

- **3.13 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VIII 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.
- **3.14 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 contract 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.
- **3.15 INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have its insurance agent sign the attachment and submit it with the proposal. Upon receipt of a Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect. Refer to the Insurance Checklist regarding coverage and endorsement requirements.
- **3.16 INVOICING PROCEDURES:** Knox County requests that reports be easy to read and understand. There shall be no additional charge for this information and procedures to be included. Each report shall include a breakdown of the service provided and shall list the contracted unit price. Supporting documentation shall be included with reports as applicable. Reports without this information may be returned to the Contractor for correction.

Invoices shall be sent to the address indicated below. Invoices must be submitted in triplicate and must match the corresponding Contract number. Email invoices to:

Regional Forensic Center Attention: Chris Thomas 2761 Sullins Street Knoxville, TN 37919

- 3.17 **INVOICE REVIEW:** Knox County shall review all reports for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in the termination of the Contract with that particular Contractor.
- **3.18 NEGOTIATION:** Knox County may select a successful proposer based on initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.
- **3.19 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.

- **3.20 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- **3.21** OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the RFP.
- **3.22 PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- **3.23 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- **3.24 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.
- **3.25 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- **3.26 <u>QUANTITIES:</u>** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.
- **3.27** <u>**REFERENCES:**</u> Proposers <u>**must**</u> submit a list of three (3) references, with Public Sector projects preferred, which you have performed this type of service within the past three years. Provide the name of the agency or institution, the person to contact, their **current** telephone number, **current** email address and the nature and size of the contract. Do not list the Knox County Government as a reference. References must be submitted on the attached Reference Check Form.
- 3.28 <u>**REJECTION OF PROPOSALS:**</u> 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.

- **3.29 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- **3.30 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **December 3**, 2024 at 4:30 p.m. local time. Submit questions as noted in Section 1.1.
- **3.31 <u>TENNESSEE REGISTRATION</u>: The successful proposer must meet any applicable State of Tennessee registration requirements.**

SECTION IV SCOPE OF WORK

The successful vendor will provide Forensic Genetic Genealogy Testing Services for the Regional Forensic Center. Proposers must submit pricing based on the requirements detailed in accordance with the requirements and specifications stated below. The Request for Proposals outlines the scope of services and requirements that must be addressed by any Contractor submitting a response to this solicitation

- 4.1 **PROJECT OVERVIEW:** The Regional Forensic Center is issuing this Request for Proposals to solicit proposals from gualified vendors for DNA testing services to aid in identification of bone fragment DNA surrounding twelve (12) unresolved cases. The successful contractor will process and analyze samples in a secure and dedicated laboratory.
- 4.2 **SCOPE OF WORK:** The Contractor shall perform services in accordance with the requirements listed below:
 - 4.2.1 Definitions: For the purposes of this Contract, definitions shall be as follows and as set forth in the Contract.
 - "Deoxyribonucleic acid" or "DNA" means the molecule that carries genetic information for a. the development and functioning of an organism.
 - "DNA Profile" means the end product of the extraction of Unidentified Human Remains b. (UHR) that will be uploaded to genealogical databases.
 - "Extraction" means the removal of DNA from UHR. c.
 - "Genealogical Database" means a database of NDA Profiles of multiple individuals. d.
 - "Investigative Outreach" means, for the purposes of this RFP, locating and notifying family e. members of the identification of the UHR.
 - f. "ISO 17025 Accreditation" means a required standard for DNA Labs.
 - "Outsource" means another entity besides Contractor performing work that Contractor is g. obligated to provide under the terms of this contract.
 - h. "Quality Control" means assessing the amount of DNA available, condition of DNA and suitability of testing prior to testing UHR.
 - i. "SNP" means a single nucleotide polymorphism genomic variant at a single base position in the DNA.
 - 'Suitability Analysis" means the suitability of a sample to determine the amount of DNA j. recovered.
 - "Outsource" means another entity besides Contractor performing work that Contractor is k. obligated to provide under the terms of this contract. Ι.
 - "UHR" means unidentified human remains
 - 4.2.2 The Contractor shall perform DNA Extractions from UHR samples, preserving as much DNA as possible, and separating any non-DNA materials from Extraction.
 - 4.2.3 The Contractor shall perform Quality Control assessments of UHR.
 - 4.2.4 The Contractor shall create DNA Profiles from the extractions generating SNP profiles that can be uploaded into a Genealogical Database for comparison or a 1:1 comparison.
 - 4.2.5 The Contractor shall process and analyze all samples in a secure and dedicated laboratory.
 - 4.2.6 The Contractor shall upload SNP Profiles to individually available Genealogical Databases and report any results to the Regional Forensic Center. The Contractor shall provide a written report of findings/investigative leads generated as well as the electronic data file of the SNP profile.
 - 4.2.7 The Contractor's laboratory shall perform all due diligence to secure the physical samples and electronic data, including encryption of data while stored or transmitted to the Regional Forensic Center.
 - 4.2.8 The record of transfer (i.e. chain of custody records) for samples shall document the inventory, processing, typing and transmission of such items while in the custody of the Contractor as well as transfer of data and samples back to the Regional Forensic Center. Each relevant transfer record shall be included in each case file or control binder.
 - 4.2.9 The Contractor shall provide research support to assist the Regional Forensic Center in identification from SNP profile.
 - **4.2.10** In order to identify potential laboratories with the capability and the capacity to process these samples, the questionnaire was developed. Proposers are required to answer all questions in Attachment A. Failure to answer will be regarded as non-responsive and the proposal will not be considered.
 - **4.2.11** Contractor to provide detail of chain of custody procedures for entity and any additional sub-contractors.

4.3 EXPERIENCE AND QUALIFICATIONS

- **4.3.1** Contractor must have a minimum of 100 cases solved and shall provide an overview of past projects that demonstrate the Contractor's ability to successfully resolve the Regional Forensic Centers's cases.
- **4.3.2** Contractor must have experience testifying on related matters for jury trials and provide an overview of past experiences that demonstrate its competency. The Contractor shall provide court testimony, if requested by the Tennessee prosecutor, at no additional cost to the Regional Forensic Center.
- **4.3.3** The Contractor shall detail any other organizations with which it works collaboratively for identification of UHR using Forensic Genetic Genealogy. Detail any components of the service that may be sub-contracted out. If sub-contracting will occur, fully detail any sub-contractor's qualifications, experience and credentials.
- **4.3.4** Contractor must detail the chain of custody procedures, including the procedures regarding chain of custody for subcontractor.
- **4.3.5** The Vendor and all subcontractors shall adhere to the requirements of the United States Department of Justice Interim Policy of Forensic Genetic Genealogical DNA Analysis and Searching as provided at: https://www.justice.gov/olp/page/file/1204386/download
- **4.3.6** Due to the chain of custody considerations, Knox County requests, but does not require, Contractor to have the following:
 - In-house testing.
 - In-house research capabilities for identification.
 - Utilize forensic grade genome sequencing.
 - In-house DNA database.

SECTION V PROPOSAL FORMAT

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

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

TAB I SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB IIPROPOSER INFORMATION

Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification number (EIN), statement as to whether or not you will accept payment via credit card, acknowledgement of addenda (if applicable).

TAB III TABLE OF CONTENTS

TAB IV APPROACH TO SCOPE OF WORK (40 Points)

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

- Proposers must submit a comprehensive narrative explanation of the methodology it intends to employ along with an explanation of how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work.
- Proposers must provide an implementation plan and comprehensive narrative statements that outline the management plan it intends to follow. This information should fully illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work.

TAB V EXPERIENCE, QUALIFICATIONS & References (40 Points)

Proposers are to detail the Vendor's experience relating to the services requested in this RFP, specifically:

- Proposers must answer and submit Questionnaire (Attachment A)
- Proposers must submit references (Attachment C).
- Proposers must state the organization's number of years in business and provide a description of the organization to include office location(s).
- Proposers must identify the person(s) responsible for contracting services and location where the Contract authority resides.
- Proposers must describe the organization's experience with similar projects.
- Proposers must provide an example of a project(s) similar to the work requested in this RFP.
- Proposers must provide accreditation certifications as requested in this RFP.
- Proposers must provide information pertaining to lawsuit(s), reason for lawsuit(s) and outcome(s).

TAB VI COST (20 Points)

- Cost Sheet (Attachment B): Proposers must submit the attached cost sheet with their response. Failure to include pricing on the attached cost sheet will be considered during the evaluation process and may be just cause to deem your proposal non-responsive.
- Detailed Cost Breakdown: Proposers must also include a detailed breakdown of the total costs including, but not limited to, the estimated number of hours to complete each requirement and hourly rates (if applicable), travel per employee per day, cost of printed materials, etc. Proposer are to include this breakdown in Section V behind Attachment B, "Total Project Cost".

TAB VII ATTACHMENTS

Questionnaire (Attachment A) Cost Sheet (Attachment B) References (Attachment C) Insurance Checklist (Attachment D) Iran Divestment Act/No Boycott of Israel (Attachment E)

TAB VIII EXCEPTIONS

Proposers must list any exceptions taken to the terms and conditions of this RFP in this section. Failure to list any exceptions will be considered as the proposer's acceptance of the terms and conditions as stated. Do not mark through or otherwise alter the language of this RFP in your response.

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

ATTACHMENT A KNOX COUNTY PROCUREMENT DIVISION QUESTIONAIRE REQUEST FOR PROPOSALS 3610

Item No.	Question	Yes	No
1	Is your lab currently ISO 17025 accredited by the ANSI National Accreditation Board		
	(ANAB) and able to maintain accreditation?		
2	Does your company use whole genome sequencing?		
3	Does your company do all testing in-house?		
4	Do you have to outsource specimens for forensic genetic genealogy testing or DNA		
	testing?		
5	Does your company have in-house research capabilities for identification?		
6	Does your company utilize forensic grade genome sequencing?		
7	Are 100% of the genealogical investigative staff board certified genealogist?		
8	Do you offer genomic refinement for SNP profiles to include DNA from tissue or blocks?		
9	Does your company/staff have experience testifying on the scope of work in front of jury trials?		
10	Does your company have its own DNA Database?		

ATTACHMENT B KNOX COUNTY PROCUREMENT DIVISION COST SHEET REQUEST FOR PROPOSALS 3610

Company Name: __

Knox County intends for this proposal to result in a contract "not to exceed" the cost stated below. However, in the event additional services are needed to fulfill the services, the County requests proposers supply, on a separate form, a pricing schedule of billable hours for additional consulting services throughout the process. Please state the title of each principal and/or agent, along with the hourly rate, that will provide these services.

Cost Item Description	Proposed Cost
Cost per sample for DNA Analysis that generates a SNP profile including upload to a genealogical database, research support regarding identification of UHR, Comprehensive Case Report.	\$
Investigative Outreach	\$
Suitability Analysis	\$

ATTACHMENT C KNOX COUNTY PROCUREMENT DIVISION REFERENCES REQUEST FOR PROPOSALS 3592

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. **References checks will be sent via email only.** Do not use Knox County Government as a reference.

Name of Firm:	
Contact Person:	
Email Address:	
Nature of Contract:	
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 D KNOX COUNTY PROCUREMENT DIVISION INSURANCE CHECKLIST REQUEST FOR PROPOSALS 3610

EQUIRED:	NUMBER		T	YPE	OF COVERAG	E			COVERAGE LIN	SEMENTS WITH "YES" AND ITEMS 20 TO 23 COVERAGE LIMITS			
YES	1.	WORKERS COMPENSATION							STATUTORY LIMITS OF TENNESSEE				
YES	2.	EMPLOYERS LIABILITY							\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT				
YES	3.	AUTOMOBILE LIABILITY							COMBINE SINGLE LIMIT	\$1,000,000			
120	5.	X ANY AUTO-					(Per-Accident)	ψ1,000,000					
			^		MBOL (1)				BODY INJURY				
				01					(Per–Person)				
									BODY INJURY				
									(Per-Accident)				
									PROPERTY DAMAGE				
									(Per-Accident				
YES	4.	CON		GE	NERAL LIABILI	ТΥ				LIMITS			
			CLAIM M	ADE			x	000	EACH OCCURRENCE	\$ 1,000,000			
										\$ 100,000			
									MED EXP (Per person)	\$ 5,000			
		GEN'L AGGREGATE LIMITS APPLIES PER							PERSONAL & ADV INJURY	\$ 1,000,000			
			POLICY	х	PROJECT		LO		GENERAL AGGREGATE	\$ 2,000,000			
									PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	\$ 2,000,000			
YES	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE					
NO	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE	1				
	-	0.01							\$1,000,000 ANNUAL AGGR				
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGRI					
NO	8.	XCI	J COVERAG	ÈF					NOT TO BE EXCLUDED				
YES	9.				ITY COVERAG	ΪF			\$1,000,000				
NO	1		DFESSIONA			_							
NO	10.				S & ENGINEERS	s			\$1,000,000 PER OCCURREN	NCE/CLAIM			
NO			_	-	& REMOVAL LI	-	ILITY		\$2,000,000 PER OCCURREN				
	1	MEDICAL MALPRACTICE							\$1,000,000 PER OCCURREN				
NO						1 1 4	BILI	ſΥ	\$1,000,000 PER OCCURREN	ICE/CLAIM			
-			MEDICA		ROFESSIONAL	LIA							
NO NO NO	11.		CELLANEC	US	E & O				\$500,000 PER OCCURRENC	E/CLAIM			
NO NO	<u>11.</u> 12.		CELLANEC	US			NT		\$500,000 PER OCCURRENC \$1,000,000 BI/PD EACH OC UNINSURED MOTORIST (M	E/CLAIM			
NO NO NO		MO	CELLANEC	OUS ER	E & O ACT ENDORSE		NT		\$1,000,000 BI/PD EACH OC UNINSURED MOTORIST (M	CE/CLAIM CURRENCE CS-90)			
NO NO NO NO	12.	MOT MOT	CELLANEC	OUS ER O IN	E & O ACT ENDORSE ISURANCE		NT		\$1,000,000 BI/PD EACH OC	E/CLAIM CURRENCE CS-90)			
NO NO NO NO	12. 13.	MOT MOT GAF	CELLANEC TOR CARRI TOR CARG RAGE LIAB	ous Er o in Ilit	E & O ACT ENDORSE ISURANCE		INT		\$1,000,000 BI/PD EACH OC UNINSURED MOTORIST (M \$1,000,000 BODILY INJURY	CE/CLAIM CURRENCE CS-90) , PROPERTY CE			
NO NO NO NO NO	12. 13. 14.	MOT MOT GAF GAF	CELLANEC TOR CARRI TOR CARG RAGE LIAB	OUS ER OIN ILIT ER'	E & O ACT ENDORSE ISURANCE Y	EME			\$1,000,000 BI/PD EACH OCO UNINSURED MOTORIST (M \$1,000,000 BODILY INJURY DAMAGE PER OCCURREN \$500,000 COMPREHENSIVE	CE/CLAIM CURRENCE CS-90) , PROPERTY CE			
NO NO NO NO NO NO	12. 13. 14. 15.	MOT MOT GAF GAF INL/ DISI	CELLANEC TOR CARRI TOR CARGE RAGE LIAB RAGEKEEP AND MARIN HONESTY E		E & O ACT ENDORSE ISURANCE Y S LIABILITY GAILEE'S INSUF	EME			\$1,000,000 BI/PD EACH OCO UNINSURED MOTORIST (M \$1,000,000 BODILY INJURY DAMAGE PER OCCURREN \$500,000 COMPREHENSIVE \$500,000 COLLISION	CE/CLAIM CURRENCE CS-90) , PROPERTY CE			
NO NO NO NO NO NO	12. 13. 14. 15. 16.	MOT MOT GAF GAF INL/ DISI	CELLANEC TOR CARRI TOR CARGE RAGE LIAB RAGEKEEP		E & O ACT ENDORSE ISURANCE Y S LIABILITY GAILEE'S INSUF	EME			\$1,000,000 BI/PD EACH OCO UNINSURED MOTORIST (M \$1,000,000 BODILY INJURY DAMAGE PER OCCURREN \$500,000 COMPREHENSIVE \$500,000 COLLISION \$	E/CLAIM CURRENCE CS-90) , PROPERTY CE E			

- 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: _____

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ATTACHMENT E **AFFIDAVIT OF COMPLIANCE IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL REQUEST FOR PROPOSALS 3610**

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

, (the "Company") and, after being duly authorized by the Company so to

do, makes oath that:

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

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

Signature

Title:

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

Notary Public My Commission Expires: