

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Drug Testing Services** as specified herein. Proposals must be received by **2:00 pm.** local time by **July 17, 2019.** Late proposals will not be considered nor returned.

**Deliver Proposals to:
Proposal Number 2869
Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917**

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

- 1.1 ADDITIONAL INFORMATION:** Please direct all requests for additional information to Jay Garrison, CPPB, Procurement Coordinator, at 865.215.5767. Questions must be emailed to jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.
- 1.2 ACCEPTANCE:** Proposers shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) days from the date of the proposal closing.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 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 or 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 which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The award criteria are listed in Section 3.8.
- 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 may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods,
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
E-mail: diane.woods@knoxcounty.org

Lori Holmann,
Coordinator of Business Outreach
865.215.5757
Fax: 865.215.5778
E-mail: lori.holmann@knoxcounty.org

- 1.7 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.8 COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and three (3) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a CD-Rom/flash drive format. Knox County requests this electronic copy version be in one (1) complete file.**

- 1.9 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
- 1.10 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Due to the nature of information requested, all submissions shall be in written format.
- 1.11 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." The system provides our clients (Vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our on-line Procurement system, "Knox Procurement On-Line," 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 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- 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 weather issues 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 inclement weather.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 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.
- 1.16 PAYMENT:** 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 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.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.17 POSSESSION OF WEAPONS:** All vendors and 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.
- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers 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 proposers' ability.

- 1.20 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. Knox County shall also not be responsible for proposals delivered to addresses other than the one listed 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.
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals;
- 1.21.1 Be submitted on recycled paper
 - 1.21.2 Not include pages of unnecessary advertising
 - 1.21.3 Be made on both sides of each sheet of paper
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) 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 June 28, 2019**. These requirements also apply to specifications that are ambiguous.
- 1.23 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 proposer acknowledges and accepts the term and conditions stated in the document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Non-discrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, to 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 that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to 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 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 bidders list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration." Proposers 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 less than twenty-four (24) hours prior to the bid opening time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, 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 proposal, 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.

- 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 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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 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) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.19 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.
- 2.20 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 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.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 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 intent of these specifications is to set forth and convey to prospective proposers the general type and character of one or more providers for Department of Transportation (hereafter referred as DOT) drug testing. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service, quality and other factors detailed herein.

Objectives:

- DOT Medical Examiner's Certificate of Physical Qualification for Knox County's CDL operators.
- As mandated by DOT, all drivers with a commercial driver's license (CDL) are required to be tested for drugs. Knox County Risk Management is seeking a provider(s) who are TDOT compliant for drug and alcohol testing for county commercial drivers.

There are four (4) drug and alcohol testing situations:

1. Pre-employment: CDL, lifeguard, light and heavy equipment operators. (Approximately seventy-five (75) annually).
2. Post Accident – conducted after the accident on driver whose performance could have contributed to the accident.
3. Reasonable Suspicion – conducted when a trained supervisor observes behavior or appearance that is characteristic of drug or alcohol misuse (employee population of approximately 1,200).
4. Random – conducted on a random unannounced basis just before, during, or just after performance of a safety-sensitive function. (Approximately one-hundred (100) employees in random pool).

3.2 ADDITIONS OR DELETIONS OF SERVICES: Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.3 AWARD STATUS: Knox County intends to issue a one (1) year award with an option to renew upon consent of both Knox County and the awarded Contractor. This term bid agreement may be renewed for an additional four (4) years, one (1) year at a time for a total of five (5) years. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the successful proposer.

3.4 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.

3.5 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.6 CONTRACT EXECUTION: The award of this proposal will result in a Contract between Knox County and the successful proposer. The Contract must be voted on by the Knox County Commission and must receive a majority vote. The successful vendor may be required to be present at the Commission Meetings to answer questions relating to the service to be performed. Adequate notification will be given by the Knox County Procurement Division if the awarded vendor will need to attend these meetings. There shall be no cost to Knox County for attendance at these meetings. Knox County will draft the Contract and no vendor forms (i.e., Terms and Conditions, Service Agreements, or other Standard Company Forms, etc.) will be accepted.

3.7 DEADLINE TO SUBMIT QUESTIONS: Proposers are to submit questions in written format to Jay Garrison, CPPB, Procurement Coordinator, no later than **June 28, 2019 by 4:30 pm local time**. Questions must be emailed to jay.garrison@knoxcounty.org. The Knox County Procurement Division will issue written addendum to all proposers.

3.8 EVALUATION CRITERIA: This proposal will be evaluated using the following criteria:

Fees for drug testing, CDL Physical Examinations and criminal background verification 50 Points

Methodology demonstrating an understanding of the requirements and the entity's commitment and ability to meet them 30 Points

Qualifications/Experience/Security/Reporting Capabilities of the entity 20 Points

3.9 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information (also 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 proposer. 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 a 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 opening. The purpose of such discussions/interviews are to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

- 3.10 EXCEPTIONS TO SPECIFICATIONS:** Offerors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions must be listed under Section V, TAB XI.
- 3.11 HIPAA/HITECH:** 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).
- 3.12 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Checklist Attachment I hereto. As proof the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its his insurance agent sign the attachment and submit it with the proposal submittal in Section V Proposal Format, Tab VII.
- 3.13 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation issued by the Knox County Procurement Division.
- 3.14 INVOICING: MAIL INVOICES TO:**
- Knox County Risk Management Department
400 Main Street, Suite 345
Knoxville, TN 37902-1850
Attention: Melissa Ramsey
Inquiries: 865-215-2175
- Note: Proposers must state if credit cards (Visa) will be accepted as payment for their services at no cost to Knox County as per Section 1.16. Submit your information in Section IV Proposal Format, Tab X.
- 3.15 KNOX COUNTY CONTACT:** The contact for Knox County will be Jay Garrison, CPPB, Procurement Coordinator, who will serve as the liaison between Knox County and the awarded Contractor for matters regarding the administration of all contractual documents.
- 3.16 METHODOLOGY:** Proposers must provide a narrative description of their work plan for providing an on-line reporting mechanism for conducting both Criminal Background Verification for Knox County Human Resources and Drug Testing for Risk Management and Human Resources. Submit your response in Section V Tab IV.
- 3.17 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.
- 3.18 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 proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.19 OPEN 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 Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.20 PREPARATION OF PROPOSAL:** The proposer must bear all costs associated with the preparation of the proposal and any oral presentation, if required, by Knox County.
- 3.21 PRICING:** The proposer (s) warrants that the unit price shall remain firm for a period of twenty-four (24) months from the first day of the Contract period. If the Contractor(s) is increased after the second year, Knox County must be given a written notice to consider. Such a request shall include at 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). If the price increase is rejected the Contractor may:

- 3.21.1 Continue with the existing prices
- 3.21.2 Request a lower price increase
- 3.21.3 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 bid file. No approvals will be authorized verbally.

- 3.22 **PROPOSAL FORMAT:** This solicitation is in the Request For Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.23 **PROPOSER OBLIGATION:** Each proposer shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.
- 3.24 **QUALIFICATIONS/EXPERIENCE/SECURITY/REPORTING CAPABILITIES:** The proposer must provide a narrative description that state the qualifications/experience in providing the said services including all security measures and timeliness of reporting information back to Knox County. Submit your response in Section V Proposal Format, Tab V.
- 3.25 **QUESTION DEADLINE:** The deadline for submitting questions is **June 28, 2019 at 4:30 pm local time**. All questions shall be submitted as stated in Section 1.1. Knox County will review each question and answer appropriately via written addendum. Addenda will be placed on the "Online Procurement System" page and posted on the County's website at www.knoxcounty.org/Procurement. Proposers shall be solely responsible for acknowledging any addenda.

SECTION IV CONTRACTOR REQUIREMENTS

- 4.1 **CONTRACTOR DRUG TESTING REQUIREMENTS:** The vendor must be able to meet the following minimum requirements:
 - Collection point(s) must be located within the boundaries of Knox County.
 - Hours of operation must include 8:00 a.m.– 5:00 p.m. Monday-Friday.
 - Must provide for testing outside the normal 8:00 a.m.–5:00 p.m. operating day for post-accident or reasonable suspicion testing.
 - Provide documentation validating their procedures, facilities, staff, and physicians that meet or exceed all DOT requirements and HIPAA guidelines.
 - Contractor will be responsible for implementing the randomization program and notifying Risk Management of the individuals to report for testing. The randomization must meet or exceed all DOT requirements.
 - The Contractor will notify Human Resources/Risk Management regarding the complete test.
 - The Contractor must present a written protocol for specimen temperature within DOT compliance.
 - The Contractor must present a written protocol for diluted specimens within DOT compliance.
 - The Contractor must present a written protocol for contaminated specimens within DOT compliance.
 - All results must be forwarded to the Contractor's Medical Review Officer (hereafter referred to as MRO).
 - All results will be submitted to Risk Management and placed in the donors driver file.
 - The Contractor's MRO will consult with the donor regarding results and make a confirmation of results.
 - The Contractor's MRO would then contact Human Resources/Risk Management with the final result of either negative or positive with a follow-up written confirmation.
 - If the test results are possible positives and require further MRO review, Human Resources/Risk Management would be notified to immediately remove the individual from the safety-sensitive position.

SECTION V PROPOSAL FORMAT

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposal. 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. We reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and three (3) exact copies.
- Page numbers should be placed on bottom center of pages.

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

TAB I: GENERAL INFORMATION

Table of Contents, index guidelines, and all pages numbered.

One page cover letter to include a summary of proposer's ability to provide the services specified in the Request for Proposal and a statement indicating your agreement to provide the services described in the proposal.

Name, address, contact person, telephone number, e-mail address, employer identification number (EIN), Knox County Procurement Vendor Number, Knox County Business License (if applicable).

TAB II: SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB III: PRICING SCHEDULE

Type of Screening	Cost
• Standard DOT Drug Screen Panel for Normal Business Hours M-F 8:00 a.m. - 5:00 p.m.	
• Standard DOT Drug Screen Panel Outside Normal Business Hours (including Saturday-Sunday and Holidays)	
• Comprehensive Ten (10) Panel Drug Screen for Normal Business Hours M-F 8:00 am – 5:00 pm	
• Comprehensive Ten (10) Panel Drug Screen Outside Normal Business Hours M-F 8:00 am – 5:00 pm (including Saturday-Sunday and Holidays)	
• Post Accident and/or Reasonable Suspicion Drug Testing Outside Business Hours M-F 8:00 am – 5:00 pm (including Saturday-Sunday and Holidays)	
• Standard DOT Drug Screen Panel Pre-Employment Screening	
• Comprehensive Ten (10) Panel Pre-Employment Drug Screen	
• Breath Alcohol Screen	
• Medical Review Officer (MRO)	
• Cost for On-Site Mobile Unit for Standard DOT and/or Comprehensive Ten (10) Panel Screen between 8:00 am -5:00 pm M-F	
• Cost for On-Site Mobile Unit for Standard DOT and/or Comprehensive Ten (10) Panel Screen Outside Business Hours (including Saturday-Sunday and Holidays)	
• DOT Physical Examination for CDL Operators	

TAB IV: METHODOLOGY

The following issues should be fully responded to in your proposal in a concise narrative format:

The proposal should set forth a work plan including an explanation of the on-line reporting mechanism for drug testing, DOT physicals for employees. The work plan should clearly describe the philosophy, approach and techniques that will be used including the timetable for services and a implementation plan.

The proposal should include information describing the approach to be taken that demonstrates the firm's understanding of the requirements specified in this RFP, and the firm's planned approach to meet those requirements.

TAB V: QUALIFICATIONS/SECURITY MEASURES/REPORTING CAPABILITIES OF THE ENTITY

The proposal must state the qualifications and experience of the firm in completing similar projects, security measures and reporting capabilities of the entity including, but not limited to, the size of the firm and the number of professional personnel located in the office from which the work on this services are to be performed, the security and operational measures in place to ensure both the client data and employee are protected and on-line reporting capabilities offered. The proposer must include with their proposal copies of all reports available to Knox County and detail how these reports interface (including distribution of reports) with the overall services the Contractor will provide to Knox County.

TAB VI: REFERENCES

Provide current contact information for three (3) clients, preferably government entities in the last three (3) years that we may contact. Include name, address, telephone number, contact person, e-mail address and date the service was provided. Proposers are invited to provide letters of reference from previous clients. Do not list Knox County as a reference.

TAB VII: IRAN DIVESTMENT ACT/INSURANCE CHECKLIST

Include Attachment 2, Iran Divestment Act, as required in Section 2.13 and Attachment 1, Insurance Checklist, as required in Section 3.12 in the proposal document.

TAB VIII: ACKNOWLEDGEMENT OF ADDENDUM(S) RECEIVED**TAB IX: ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL****TAB X: CREDIT CARD ACCEPTANCE**

Will your company accept Visa Credit Cards as payment for services at no cost to Knox County?

Yes: _____ No: _____

TAB XI: EXCEPTIONS

Proposers are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFP in your response.

ATTACHMENT 1
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 2869

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">X</div> <div style="border: 1px solid black; padding: 2px;">ANY AUTO-SYMBOL (1)</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>COMBINE SINGLE LIMIT (Per -Accident)</div> <div>\$1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>BODY INJURY (Per -Person)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>BODY INJURY (Per-Accident)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>PROPERTY DAMAGE (Per-Accident)</div> <div></div> </div>
YES	4.	COMMERCIAL GENERAL LIABILITY <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"></div> <div style="border: 1px solid black; padding: 2px;">CLAIM MADE</div> <div style="border: 1px solid black; padding: 2px; margin: 0 5px;">X</div> <div style="border: 1px solid black; padding: 2px;">OCCUR</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>EACH OCCURRENCE</div> <div>\$ 1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>FIRE LEGAL LIABILITY</div> <div>\$ 100,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>MED EXP (Per person)</div> <div>\$ 5,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PERSONAL & ADV INJURY</div> <div>\$ 1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>GENERAL AGGREGATE</div> <div>\$ 2,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</div> <div>\$ 2,000,000</div> </div>
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00
NO NO NO NO	10.	PROFESSIONAL LIABILITY <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"></div> <div style="border: 1px solid black; padding: 2px;">ARCHITECTS & ENGINEERS</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"></div> <div style="border: 1px solid black; padding: 2px;">ASBESTOS & REMOVAL LIABILITY</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"></div> <div style="border: 1px solid black; padding: 2px;">MEDICAL MALPRACTICE</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"></div> <div style="border: 1px solid black; padding: 2px;">MEDICAL PROFESSIONAL LIABILITY</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>\$1,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$2,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$1,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$1,000,000 PER OCCURRENCE/CLAIM</div> <div></div> </div>
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. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

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

PROPOSER NAME: _____ **AUTHORIZING SIGNATURE:** _____

ATTACHMENT 2
REQUEST FOR PROPOSALS NUMBER 2869

IRAN DIVESTMENT ACT

By submission of this proposal, 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.

Authorizing Signature: _____
(Sign in BLUE ink)

REFERENCES OF SIMILAR ACCOUNTS

Bidder shall submit a list of three (3) projects of similar size which have been in service for 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 e-mail 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.

REFERENCE ONE (Of a similar contract) for _____ (Proposer)

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person Telephone: _____ E-mail: _____

Nature of Contract: _____

Contract Start Date: _____ Contract End Date: _____

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person Telephone: _____ E-mail: _____

Nature of Contract: _____

Contract Start Date: _____ Contract End Date: _____

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person Telephone: _____ E-mail: _____

Nature of Contract: _____

Contract Start Date: _____ Contract End Date: _____