

The Procurement Division of Knox County Tennessee will receive sealed Request for Qualifications (RFQ) for the provision of **Federal Cost Recovery Services** as specified herein. Qualifications must be received by **2:00 p.m. on June 10, 2020**. Late Qualifications will be neither be considered nor returned.

**Deliver Qualifications to:**

**RFQ Number 2959  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Envelope must show the Request for Qualifications Name, Number, & Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be emailed to [jay.garrison@knoxcounty.org](mailto: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](http://www.knoxcounty.org/procurement).

**1.2 ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the Qualification closing, unless otherwise indicated in their Qualification.

**1.3 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

**1.4 AWARD:** It is the intent of Knox County to negotiate a fee and enter into a contract with a firm to provide the services requested. Knox County shall draft the written agreement governing the services to be provided. Knox County is prohibited from indemnifying vendors, or companies, and does not participate in Arbitration proceedings.

**1.5 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, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

**1.6 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and 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 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.

- 1.7 **CONFLICT OF INTEREST:** Respondents 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 **COOPERATIVE PROCUREMENT:** It is requested that the successful Contractor allow Cooperative Procurement from surrounding Agencies in the Region. These Agencies will draft and execute an agreement between the Agency and the successful Contractor and will seek approval from their legislative body.
- 1.9 **COPIES:** Knox County requires that Qualifications be submitted as one (1) **marked original** and four (4) exact copy. Additionally, Knox County requests an exact copy, in one complete file, to be submitted on a flash drive. Elaborate binders or color copies are neither required nor desired.
- 1.10 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the respondent must comply with the condition. Failure to comply with any such condition may result in their Qualification being non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Knox County's Procurement Division **will** accept electronically transmitted responses for this procurement. All electronically submitted responses **must** be submitted through the BuySpeed portal. This is the same portal as Vendor Registration. Additionally, it is preferred that the submission be in one complete document. Facsimile submission is strictly prohibited.
- 1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing software system, "Knox Purchasing 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](http://www.knoxcounty.org/procurement), register as a vendor in our on-line purchasing system, "Knox Purchasing 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 subsection 1.1 of this document.
- 1.13 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFQ, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.14 **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 by the Knox County Procurement Division.
- 1.15 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any respondent with any Knox County or Knox County School Representative, other than the Procurement Division representative listed in Section 1.1, concerning this Request for Qualifications is strictly prohibited. Any such unauthorized contact may cause the disqualification of the vendor from this process. Vendors may be required to sign an affidavit to this policy.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, 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 responses delivered to other 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.

Qualifications 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.

- 1.18 **SIGNING OF QUALIFICATIONS:** In order to be considered all Qualifications must be signed. Please sign the original in blue ink. By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the Qualification document.
- 1.19 **SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation by **May 21, 2020 at 4:30 p.m.** Submit questions as noted in Section 1.1.
- 1.20 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.21 **VENDOR REGISTRATION:** Prior to the closing of this Qualification, **all respondents** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on “Online Vendor Registration.” Respondents must be registered with the Procurement Division **prior** to submitting their response.
- 1.22 **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 SCOPE OF WORK**

- 2.1 **SCOPE OF PROJECT:** Knox County, an Equal Opportunity/Affirmative Action Employer, seeks to retain the services of a Professional organization to assist Knox County Government in the management and execution of Federal Cost Recovery in connection with the ongoing COVID-19 pandemic. Assistance is sought for the entire disaster recovery process from development of the scope of impact through project closeout. Core deliverables are listed below; however, pandemic disaster recovery is a new program and the willingness to meet all standards in any future federal guidance is required.
1. Scope of Impact – Contractor will develop a comprehensive Scope of Impact document for Knox County. The Scope of Impact will include a detailed description of damages and the associated costs incurred by the County. An evaluation of the County’s current financial needs and the appropriate federal programs to request assistance under must be included. A review of County policies and procedures as well as in-depth consultation with County stakeholders will be required. Contractor will provide recommendations on additions or changes to policies.
  2. Request for Public Assistance (RPA) – Contractor will assist Knox County in gathering required information and filing RPA. The contractor will ensure that the RPA complies with all federal guidance and is based on best practices in disaster recovery grant management. Contractor will attend all key meetings related to the RPA with local, state and federal partners as requested.
  3. Damage Assessments – Contractor will develop project damage and scope documentation including information on costs, insurance proceeds, and mitigation strategies in accordance with all federal requirements.
  4. Project Assistance – Contractor will assist County with project statements and prioritization as well as monitor projects for timeliness, accuracy, and completion of all required documentation. Contractor will establish tools to track and report status and costs and will provide reporting to the County on an agreed upon schedule and/or when requested.
  5. Financial – Contractor will assist County in the preparation and submission of all appeals, requests for reimbursement, required reporting, extensions, audits, and closeout. Contractor will ensure that all submissions comply with federal guidance and are based on best practices in disaster recovery grant administration.
  6. Coordination of Funding – Contractor will assist County in determining all sources of available funding for COVID-19 response. The contractor will assist with the application process and ensure reimbursement requests are submitted without redundancy and under the program providing maximum benefit to the County.

The Contractor will ensure coordination across all County departments and provide County leadership a common operational picture for decision making throughout the recovery.

- 2.2 EVALUATION:** Knox County reserves the right to use all pertinent information (including that learned from sources other than disclosed in the RFQ process) that might affect the County's judgment as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, 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 submittals have been reviewed. The purpose of such discussions/interviews is to provide clarification and/or additional information, which is in the best interest of Knox County.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed, or national origin.

- 2.3 CONTRACT NEGOTIATION:** It is the intent of Knox County to enter into a contract with the highest evaluated respondent to negotiate the project cost. The contract will be drafted by Knox County and final execution of the contract will be subject to review and approval of the Knox County Law Department and Knox County Commission. Upon request, respondents must be willing to furnish evidence, satisfactory to the Owner, of the solvency of the firm and their ability to provide the services in accordance with the terms and conditions of this Request for Qualifications and the contract. The Owner will make the final determination as to the firm's ability.

### **SECTION III QUALIFICATION FORMAT**

**Respondents shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of qualifications. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and four (4) exact copies. Additionally, Knox County requests an exact copy, in one complete file, to be submitted on a flash drive with the RFQ.**

**Each section is to be separated by tabs.**

#### **3.1 TAB I Consulting Firm Information (Pass/Fail scoring)**

- 3.1.1** Provide the firm's: name, address, website address, and number of years the firm has been in business.
- 3.1.2** Describe the firm's form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, partnership, limited liability company) and provide the name, e-mail address, mailing address and telephone number of the primary contact for the firm.
- 3.1.3** Provide a statement of whether there have been any mergers, acquisitions, or sales of the firm within the last five (5) years, and if so, and explanation providing relevant details.
- 3.1.4** Provide a statement of whether there is any pending litigation against the firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the firm's performance in a contract.
- 3.1.5** Provide a statement of whether, in the last ten (10) years, the firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, provide an explanation providing relevant details.
- 3.1.6** Provide a statement of whether the firm, its consultants or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by Knox County) and, if so, the nature of that conflict.
- 3.1.7** Provide a statement of whether the firm, or any of the firm's employees, have been convicted of, plead guilty to, or plead nolo contendere to any felony, and if so, provide an explanation providing relevant details.
- 3.1.8** Provide a list of current projects on which the firm is committed and what services are being provided.

#### **3.2 TAB II Qualifications and Experience**

- 3.2.1** Provide a description of the firm's credentials to deliver the services needed for this project. Provide an overview of the firm's expertise with projects of similar type, complexity and scope. **(Maximum Score: 20 points)**
- 3.2.2** Provide information on up to three (3) projects of similar type, scope, and complexity that have been completed within the last ten (10) years. The information for each project shall include specific details on

the extent of services provided, the size jurisdiction provided these services, the percentage of damages recovered vs damages incurred, the key personnel for the project (and consultants) and conformance with the owner's schedule.

- 3.2.3** Provide a reference (owner representative) for each project including contact name, address, telephone number, and current email address. The Owner may contact references given as well as any other source available. **(Maximum Score: 10 points)**
- 3.2.4** Provide the resumes of key personnel who shall be assigned by the firm and key personnel of consultants to be used in this project addressing the qualifications of the proposed team members with particular emphasis on demonstrated knowledge and experience in federal cost recovery activities. The resumes shall detail each individual's title, years with the firm, education, licensing, professional credentials, current position with the firm or consultant, and similar project experience. **(Maximum Score: 10 Points)**
- 3.2.5** Provide a matrix showing the relationship between the projects (3.2.2) and the key personnel (3.2.4). **(Maximum Score: 10 points)**

### **3.3 TAB III Technical Services**

- 3.3.1** Describe the firm's proposed approach for this project. Identify unique capabilities that the firm brings to these projects. Explain how the firm will address the various elements that will be required to properly manage and record the activities of the County. . **(Maximum Score: 30 points)**
- 3.3.3** Provide an organizational chart for these projects illustrating lines of authority and specific staff proposed for these projects. The chart shall include the key personnel (firm and consultants) with their responsibility/duties identified in detail. Indicate the proposed Project Manager along with the percent of project work that will be completed by each staff person listed. **(Maximum Score: 15 points)**
- 3.3.4** Provide a preliminary schedule for these projects identifying the time appropriate for each phase/task. Demonstrate the firm's approach to meeting the target schedule. Provide examples of experience in enabling Owners to meet aggressive project completion schedules. **(Maximum Score: 5 points)**

**Total Maximum Score: 100 points**