The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of <u>Needs</u> <u>Assessment and Environmental Scan of Mental Health Resources</u> as specified herein. Proposals must be received by **2:00 p.m.** on **February 28, 2024.** Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3520
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Susan Colella, Buyer, at 865.215.5769. Questions may be emailed to susan.colella@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet www.knoxcounty.org/procurement.
- **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.
- **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.

- **AWARD:** 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.
- **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

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

Diane Woods, Business Outreach Administrator Knox County Procurement Telephone: 865.215.5760 Fax: 865.215.5778

E-mail: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 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.
- 1.7 <u>CONFLICT OF INTEREST:</u> Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- **1.8** <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 on 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 HOW TO DO BUSINESS: Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in subsection 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 MULTIPLE PROPOSALS: Knox County will consider multiple proposals that meet specifications.
- **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. (Attachment F)
- 1.15 POSSESSION OF WEAPONS: All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- **1.16** 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.
- 1.17 PROPOSAL DELIVERY: Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. 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.

- **1.18 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.
- 1.19 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective proposer to review the entire Request for Proposals (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 on February 14, 2024. These requirements also apply to specifications that are ambiguous.
- 1.20 <u>SIGNING OF PROPOSALS:</u> 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 bid document.
- **1.21** TAXES: Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.22 <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.
- **1.23 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.
- 1.24 <u>VENDOR DEFAULT:</u> 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 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.
- 1.25 <u>VENDOR REGISTRATION:</u> 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." 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.
- **1.26 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** 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: Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring, or delivering the products and services governed by this agreement. Vendor shall comply with the Family Educational Rights and Privacy Act (FERPA).
- **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 <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 GOVERNING LAW: 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 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 <u>INSPECTION AND ACCEPTANCE:</u> Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- **2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint 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.

- **2.14 <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.
- 2.15 NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. (Attachment E)
- 2.16 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. 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.

- 2.17 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) 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.
- **2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.
- **2.19** RIGHT TO INSPECT: Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- **2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- **2.21** TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal 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.
- **TERMINATION:** County may terminate this agreement with or without cause at any time. 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.
- **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation 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.

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 Knox County Health Department (hereafter referred to as KCHD) with quality data collection for Needs Assessment and Environmental Scan of Mental Health Resources 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** ACCEPTANCE: Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- **ADDITIONS OR DELETIONS:** 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** AGENCY CONTACTS: The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- **3.5 AWARD LENGTH:** Knox County intends to issue a one-time award. 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.
- **CHANGES AFTER AWARD:** 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 will 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 involved parties. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax 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 <u>CONTRACT EXECUTION:</u> 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).

Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted. Sample contract is attached for reference.

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:

Methodology and Implementation Plan
 Qualifications and Experience
 Cost
 30 Points
 35 points
 50 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 <u>EVALUATION REVIEW:</u> 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 contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.15 <u>INSURANCE:</u> The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment 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 Attachment C regarding coverage and endorsement requirements.

3.16 MINIMUM QUALIFICATION EXPECTATIONS:

- 3.16.1 Respondent must address all submittal requirements as defined under Section V.
- **3.16.2** Respondent shall have a minimum of three (3) years of experience providing similar services.
- **3.16.3** Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
- **3.16.4** If the respondent has a permanent office in Knox County, the respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed subcontractors or subconsultants with a permanent office in Knox County.

A Knox County business license is not required of any Respondent or proposed sub-contractor or sub-consultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at (865) 215-2392.

- 3.17 <u>NEGOTIATION:</u> 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. Knox County retains the right to negotiate with multiple proposers simultaneously. 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.
- 3.18 <u>NEWS RELEASES BY VENDORS:</u> 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.
- 3.19 <u>NO CONTACT POLICY:</u> 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.
- **3.20 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 opening of proposals or unless the County fails to accept within ninety (90) Business Days after the date fixed for the closing the RFP.
- **PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
- **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 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 that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- **PROPOSER INTERVIEWS/PRESENTATIONS:** Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received.
 - A tentative date of <u>Tuesday, March 12, 2024</u> has been set aside for proposer presentations. Staff from Knox County Health Department will be in attendance. The time and location will be announced at a later date.
- **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.
- **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.

- **3.27 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.
- 3.28 <u>REFERENCES:</u> Proposers <u>must</u> submit a list of three (3) references with 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. (Attachment B)
- **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.30 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.
- **REPORTING 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. Mail invoices for Knox County Health Department to:

Attention: Leslie Collier Knox County Health Department 140 Dameron Ave. Knoxville, TN 37917

- **REPORT 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.
- 3.33 <u>SUBMIT QUESTIONS:</u> Prospective proposers may submit questions concerning this solicitation until **February 14, 2024 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- **3.34** <u>TENNESSEE REGISTRATION:</u> The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

- **4.1 SCOPE OF SERVICES:** The Knox County Health Department (KCHD) is seeking a consultant(s) that will advise and collect data for the Knox County Health Department regarding the facilitation of three projects:
 - A mental health workforce needs assessment.
 - An environmental scan of mental health services and resources in Knox County.
 - Development and maintenance of an interactive directory for mental health services in Knox County.
- **BACKGROUND:** The product of these projects will aid in the continuation of the Knox County Health Department's Mental Health Report and data will allow consideration of additional assessments and projects to meet the needs of Knox County. The purpose of gathering information focusing on mental health workforce needs and summary of services available is to aid Knox County Health Department in identifying critical needs to improving access and outcomes related to mental health. KCHD seeks consultants with extensive knowledge of

mental health services and providers in the Knox County area as well as experience with conducting workforce needs assessments.

Consultation will include providing insight and assistance with the following initiatives:

- Identification and collection of data for the environmental scan.
- · Workforce needs assessment.
- Focus Group and Key Informant Interview Facilitation.
- Work in collaboration with Knox County Health Department to review final report products.
- 4.3 PROJECT OVERVIEW: This project has two primary goals, the first of which is to identify and summarize available mental health services and resources in Knox County. This will involve the identification and survey of all existing mental health providers and resources in the county. This process will inform understanding of what services are available and provide details about these services including any area of expertise, payment types and insurance types accepted, availability of appointments, waitlist times, referral processes, and more as outlined in Section 4.4. This project would also involve the development and regular maintenance of an interactive online directory of services for use by providers as well as the public.

The second goal of this project is to conduct a needs assessment of the mental health workforce in Knox County. Workforce challenges including shortages and retention were consistently mentioned by key informants and other major community stakeholders during data collection for KCHD's Mental Health Report. A needs assessment of what the specific stressors are present locally is necessary to understand prior to considering how to address this issue.

4.4 ENVIRONMENTAL SCAN OF MENTAL HEALTH RESOURCES:

- Data collection shall begin as expeditiously as possible after the contract is fully executed and shall be completed by July 30, 2024. Date may be subject to change in accordance with contract award date and a mutually agreed upon date with Knox County Health Department.
- Data will be collected in phases:
 - o Phase One:
 - Collect profiles of all mental health service providers in Knox County
 - Profiles should include (as data is available):
 - o Demographic information of provider.
 - Service Type: Inpatient, Outpatient, Tele-, etc.
 - Geography: Location of any offices.
 - o Practice capacity (e.g. Number of beds, if inpatient; appointment or encounter availability, if outpatient).
 - Payment and insurance types accepted.
 - o Waitlist times for new clients.
 - o Referral processes.
 - Area(s) of expertise.
 - o Special populations served.
 - Phase Two: Profiles should be updated regularly (frequency to be mutually agreed upon between KCHD and consultant)

4.5 DATA COLLECTION FOR WORKFORCE NEEDS ASSESSMENT:

- Data collection shall begin as expeditiously as possible after the contract is fully executed and shall be tentatively completed by September 30, 2024. Date may be subject to change in a mutual agreement with KCHD and awarded Contractor.
- Data will be collected in phases:
 - Phase One, quantitative:
- Management and staff surveys (online or telephone or both) with representative sample.
- Collection of local workforce performance metrics, as data is available (specific indicators will be selected based on discussions with the KCHD team, but could include topics such as remuneration, hours, labor force participation).
 - o Phase Two, qualitative: focus groups and key informant interviews; questions will pertain to the barriers to maintaining and recruiting a workforce to support and expand existing mental health practice and service

infrastructure.

- The Contractor(s) will consult with Knox County Health Department to formulate questions/topics for all phases.
- The Contractor(s) will analyze the focus group and interview data according to accepted qualitative analysis protocols, to provide a comprehensive description of the themes that emerge from the transcripts.
- **DATA OWNERSHIP:** All data prepared by the Contractor(s) in the performance of the work or rendering of services to Knox County pursuant to this proposal shall become and remain the property of Knox County. The County shall own all copyrights for such data and have the unlimited right to use, reproduce, disclose, and publish such data in any manner without giving rise to any claim on the part of the Contractor for additional compensation. Furthermore, all documents prepared in the performance of this proposal are the property of Knox County.
- 4.7 <u>DEADLINE:</u> The consultant will work with KCHD throughout the project until a final report is approved and ready for distribution. Project completion date is estimated to be May 2025. Data collection, analysis, and report(s) are due to Knox County Health Department by May 30, 2025. Results must include all qualitative and quantitative analyses performed, a comprehensive description of themes that emerged from focus groups and interviews, a full description of services provided and provider details for mental health providers in the county. Subsequent deadlines will be agreed upon between the Knox County Health Department and the Vendor(s) prior to the commencement of the project. The final analysis, maintenance of provider profiles, and report(s) are the deliverables.

SECTION V PROPOSAL FORMAT

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. The County reserves the right to amend the Request for Proposal 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 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 II PROPOSER 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.

TAB III TABLE OF CONTENTS

TAB IV METHODOLOGY AND IMPLEMENTATION PLAN

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 by the established deadline.
- 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 within the County's
 project schedule.

TAB V QUALIFICATIONS AND EXPERIENCE

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

- 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 similar to the work requested in this RFP.
- Proposers must provide an organizational chart that illustrates the organization of the project team. The
 organizational chart must illustrate the lines of authority, designate the individual responsible and
 accountable for the completion of each component and deliverable of the RFP, and indicate where the
 work will be performed. Information should include the following about each person listed:
 - o Title and Resume.
 - o Description of the type of work the individual will perform.
 - o Estimated hours for each individual named above.

TAB VI COST

- Cost Sheet (Attachment A): 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.
- **Travel:** Reimbursement for travel will be based on the Internal Revenue Service published rates for the dates of travel.
- **Detailed Cost Breakdown:** Proposers must also include a detailed breakdown of the 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.

TAB VII <u>ATTACHMENTS</u>

References (Attachment B)
Insurance Checklist (Attachment C)
Tennessee Criminal History Records Check (Attachment D)
Iran Divestment Act/No Boycott of Israel (Attachment E)
Non-Collusion Affidavit (Attachment F)

TAB VIII <u>EXCEPTIONS</u>

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 **COST SHEET REQUEST FOR PROPOSALS #3520**

NEEDS ASSESSMENT AND ENVIRONMENTAL SCAN OF MENTAL HEALTH RESOURCES

Company Name:	
As per Section V, TAB VI, Proposers must also include a denumber of hours to complete each requirement and hourly printed materials, etc.	•
Knox County intends for this proposal to result in a Contract event additional services are needed to fulfill the services, the pricing schedule of billable hours for additional consulting se principal and/or agent, along with the hourly rate, that will prove	e County requests proposers supply, on a separate form, a rvices throughout the process. Please state the title of each
Total Project Cost:	\$
***Knox County will pay invoices in full upon completion of pro	oject and department approval.

ATTACHMENT B KNOX COUNTY PROCUREMENT DIVISION REFERENCES REQUEST FOR PROPOSALS #3520

vendor name:	
all submit a list of three (3) projects of similar size which have been in service during the last th	ree (3) years.
····· - ······· ······················	

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:		
E-mail Address:	Fax Number:	
Nature of Contract:		
Services Provided:		
Dollar amount: \$ (over l	ife of contract)	
Contract start date:	Contract end date:	
Name of Firm		
Name of Firm:		
Contact Person: E-mail Address:		
Nature of Contract:		
Services Provided:		
Dollar amount: \$ (over l		
	Contract end date:	
Consider start date:		
Name of Firm:		
Contact Person:		
E-mail Address:		
Nature of Contract:		
Services Provided:		
Dollar amount: \$ (over I		
Contract start date:		

ATTACHMENT C KNOX COUNTY PROCUREMENT DIVISION INSURANCE CHECKLIST REQUEST FOR PROPOSALS #3520

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

		URANCE MUS					ENDO	RSEMENTS WITH "YES" AND	
REQUIRED:	NUMBER			E OF COVERA	GE			COVERAGE LIN	
YES	1.	WORKERS	COMP	ENSATION				STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY					\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT		
YES	3.	AUTOMOBI		BILITY NY AUTO-				COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000
			S	YMBOL (1)				BODY INJURY (Per-Person)	
								BODY INJURY (Per-Accident)	
								PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCI	AL GE	NERAL LIABI	LIT	Y			LIMITS
		CLAIM	MADE	E		X	осс	EACH OCCURRENCE	\$ 1,000,000
								FIRE LEGAL LIABILITY	\$ 100,000
								MED EXP (Per person)	\$ 5,000
		GEN'L AGG PEI		TE LIMITS AP	PLI	ES		PERSONAL & ADV INJURY	\$ 1,000,000
		POLIC	X	PROJECT		LO		GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	\$ 2,000,000
YES	5.					\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGR			
NO	6.	INDEPENDENT CONTRACTOR \$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE							
NO	7.		CONTRACTUAL LIABILITY \$1,000,000 C (MUST BE SHOWN ON CERTIFICATE) OCCURRENCE				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGR	+	
NO	8.	XCU COVER	AGE					NOT TO BE EXCLUDED	
YES	9.			LITY COVERA	GE			\$1,000,000	
NO		PROFESSIO							
NO	10.			S & ENGINEE		ידי	,	\$1,000,000 PER OCCURREI	
NO NO		_		& REMOVAL		RILLI	ſ	\$2,000,000 PER OCCURRED	
NO		MEDICAL MALPRACTICE \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM							
NO	11.	MISCELLAN	EOUS	S E & O				\$500,000 PER OCCURRENC	CE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT				\$1,000,000 BI/PD EACH OC UNINSURED MOTORIST (M	CURRENCE		
NO	13.	MOTOR CARGO INSURANCE					, 		
NO	14.	GARAGE LIABILITY						\$1,000,000 BODILY INJURY DAMAGE PER OCCURREN	ČE
NO	15.	GARAGEKEEPER'S LIABILITY					\$500,000 COMPREHENSIVE \$500,000 COLLISION	■	
NO	16.	INLAND MARINE BAILEE'S INSURANCE				ANCE	\$		
NO	17.	DISHONESTY BOND					\$		
NO	18.	BUILDERS RISK					PROVIDE COVERAGE IN TO AMOUNT OF THE CONTRA PROVIDED BY OWNER.		

N	10	19.	USL&H	FEDERAL STATUTORY LIMITS				
20.	Carrie	r rating shall	be Best's Rating of A-VII or bette	er or its equivalent.				
21.		•		on all policies except Workers' Compensation and Auto. COI for the duration of the Contract term.				
22.	22. <u>Certificate of Insurance shall show the RFP number and title.</u>							
23.	Other	insurance re	quired	·				
			nt and certification: I have revie of required coverage.	wed the above requirements with the Proposer named below and				
Agenc	y Name:		Authorizing Sign	ature:				
Propos	ser's Sta	tement and	Certification: If awarded the Con	tract, I will comply with the Contract insurance requirements.				
Propos	ser's Naı	me:		Authorizing Signature:				

ATTACHMENT D AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK TENNESSEE CODE ANNOTATED, SECTION 49-5-413 REQUEST FOR PROPOSAL #3520

(To be submitted with b	id by contractor)					
l,	I,, President or other Principal					
Officer of	of Company	, swear or affirm that the				
the time of this proposa	l submission at lea	apter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at set to the extent required of governmental entities. I further swear or affirm that see Code Annotated, § 49-5-413.				
		President or Principal Officer				
		For: Name of Company				
STATE OF TENNESSE COUNTY OF						
Subscribed and	sworn before me	by,				
President or Principal C	officer of	,				
On this	day of	2				
		Notary Public				
My Commission expires	s:					

ATTACHMENT E AFFIDAVIT OF COMPLIANCE IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL REQUEST FOR PROPOSAL #3520

Comes	, for and on behalf of
	, (the "Company") and, after being duly authorized by the Company so to
do, makes oath that:	
partnership, each party thereto certifies as	rson signing on behalf of any offeror certifies, and in the case of a join to its own organization, under penalty of perjury, that to the best of its ton the list created pursuant to the Iran Divestment Act, Tenn. Code Ann.
proposer and each person signing on behal thereto certifies as to its own organization, u	e 12, Chapter 4, Part 1, by submission of a response to this solicitation, each of any proposer certifies, and in the case of a joint response each party or penalty of perjury, that to the best of its knowledge and belief that each not for the duration of the contract engage in, a boycott of Israel.
Signature	-
Title:	
Sworn to and subscribed before me, a Notary	y Public, this day of, 20
Notary Public My Commission Expires:	

ATTACHEMENT F KNOX COUNTY PROCUREMENT DIVISION NON-COLLUSION AFFIDAVIT REQUEST FOR PROPOSALS #3520

Non-Co	ollusion Affidavit State of		County of		
	, b	eing first duly sworn,	deposes and says	s that:	
(2) He	/she is fully informed respe	cting the preparation	and contents of	e firm that has submitted the attache of the attached Proposal and of d is not a collusive or sham Proposa	all pertinent
vendor attache agreen of the	t, including this affiant, has in r, firm or person to submit colled Proposal has been submitt nent, or collusion or communi- proposal price or the proposal	any way colluded, cousive or sham proposed or to refrain from reation or conference of price of any other firm	nspired, connived all in connection when the connection when the connection with any other firm on, or to secure through the connections.	es, representatives, employees or part or agreed, directly or indirectly, wi with the contract or agreement for will in connection with such contract on, or to fix any overhead, profit, or crough any collusion, conspiracy, coerested in the proposed contract or	th any other which the or cost element on invance, or
				and is not tainted by collusion, cons nts, representatives, owners, emplo	
(6)	Signed			Title	
Subscr	ibed and sworn to before me	this	_ day of	, 2024.	
		Title			

My Commission expires