

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Victim Advocate Services** as specified herein. Proposals must be received by **2:00 p.m.** local time by **December 12, 2024**. Late proposals will not be considered nor returned.

**Deliver Proposals to:
Proposal Number 3613
Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name and Proposal 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 or emailed to jay.garrison@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 bids may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing <https://www.knoxcounty.org/audit/hotline.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 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.
- 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, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org
- 1.7 CONFLICT OF INTEREST:** Proposers 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 one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

- 1.9 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.
- 1.10 ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.
- 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 Section 1.1 of this document.
- 1.12 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.14 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.
- 1.15 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. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.16 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.
- 1.17 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.
- 1.19 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.20.1 Be submitted on recycled paper
 - 1.20.2 Not include pages of unnecessary advertising
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal 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 proposal procedures must be received in the Procurement Division by **November 15 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF PROPOSALS:** In order to be considered, all proposals **must be signed**. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TITLE VI OF THE 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.
- 1.25 UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.26 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." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** 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 five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.
- Such records shall not include those books, documents and accounting records that represent the 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; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for 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 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.

2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

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

2.17 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for 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, right offset-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.

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

2.21 TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature 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.

2.22 TERMINATION: Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

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

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

SECTION III - SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** Knox County intends for this solicitation to result in the selection of a provider(s) for victim advocate services for Knox County. The award will be based on best value to Knox County. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 **AWARD LENGTH:** 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.
- 3.5 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor 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.
- 3.6 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, 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 codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.7 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer(s). 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 successful proposer shall formally introduce the new contracts to Knox County personnel. These contacts must be knowledgeable of Knox County's account so as to avoid any interruption of services.

- 3.8 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may need to be voted on by Knox County Commission and receive majority vote. The successful vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the Vendor(s) will need to attend this meeting.

The Knox County Procurement Division will draft this Contract and no vendor forms (e.g. Terms and conditions, service agreements, or other standard Company forms) will be accepted as Contract documents or as Contract attachments. Vendor(s) are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

- 3.9 **EVALUATION CRITERIA:** This proposal will be evaluated based upon the following criteria:

Knowledge, Skills and Ability	40 Points
Examples of Work to be Completed	40 Points
Cost	10 Points
References	10 Points

- 3.10 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposers. 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.

- 3.11 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 VIII.
- 3.12 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.
- 3.13 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this Contract. Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County Government as additional insured. It shall be the successful bidder's responsibility to keep a current COI on file with Knox County Procurement at all times during the term of the Contract. (Attachment A.)
- 3.14 INTERPRETATION:** No oral interpretation will be made to any proposer 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.
- 3.15 INVOICING PROCEDURES:** The successful vendor(s) will be required to invoice the County on an agreed upon basis. Knox County anticipates a monthly payment schedule. Invoices should be in duplicate. Knox County requests that the invoice be easy to read and understand. Invoices must identify purchase order or credit card payment. There shall be no additional charges for this information and procedures, they are to be included. Incorrect invoices will be returned.
- 3.16 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.
- 3.17 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.18 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the Request for Proposal or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the Request for Proposal.
- 3.19 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promote competitive proposals. It shall be the proposer's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal. 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 November 15, 2024**.

- 3.20 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests. If a proposer cites confidentiality for any section of their response, the Proposer must state the Exemption from Tennessee Code Annotated (T.C.A.) along with the Chapter Number(s). Failure to state the T.C.A. Chapter will nullify any confidentiality request.
- 3.21 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.
- 3.22 PRICING:** The proposer (s) warrants that the unit price shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the cost is increased after the first 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:
- 3.22.1 Continue with the existing prices
 - 3.22.2 Request a lower price increase
 - 3.22.3 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.
- 3.23 PROPOSAL EVALUATION:** In evaluating the 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 all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.24 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.
- 3.25 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.
- 3.26 REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their current telephone number, current email address and the nature and size of the contract. Do not list any Knox County Department as a reference.
- 3.27 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 the 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 to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.28 RELEASE OF RECORDS:** To the extent permitted by law, all documents pertaining to this Request for Proposal shall be kept confidential until the proposal evaluation is complete and a notice of Intent to Award is sent to the successful proposer. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate Knox County staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.
- 3.29 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time on October 30, 2019**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** The scope of work as described and defined below are illustrative of the duties Knox County expects to be performed. No attempt is made to be exhaustive. The intent of the listed examples is to give a general indication of the levels of difficulty and responsibility common to the services provided. The Sections below express the minimum background and experience necessary as evidence of a proposer's ability to perform the services.
- 4.2 DEFINITION:** Under general supervision by Knox County provides counseling, support, and related crisis intervention services to various clients (victims, secondary victims, witnesses, families, etc.) impacted by domestic violence/abuse, neglect, violent crime, and other situations of violence or abuse. The services will be provided at the Family Justice Center and the 4th Circuit Court.
- 4.3 KNOWLEDGE, SKILLS, AND ABILITIES:**
- 4.3.1 Knowledge of advocacy strategies and techniques** - Knowledge of crisis intervention strategies and techniques used in trauma, grief, or emergency situations; knowledge of the theoretical constructs of human psychological and emotional development as applied to crisis intervention.
 - 4.3.2 Knowledge of community/social service resources** - Knowledge of the various community/social service resources available to adult victims of domestic violence/abuse, neglect, violent crime, or other situations of violence or abuse; knowledge of the community/social service resources available to neglected, abused, or otherwise victimized children for the purposes of development, emotional therapy, and/or support; knowledge of the procedures and protocols by which various community/social service resources can be accessed.
 - 4.3.3 Written communication skills** - Written communication skills sufficient to express a variety of ideas and information in a clear, concise, and effective manner, including the proper use of grammar, spelling, punctuation, sentence and paragraph structure, etc.; ability to use appropriate format, structure, style, and language appropriate to the intended audience.
 - 4.3.4 Reading comprehension skills** - Ability to read, interpret and apply a broad range of complex written materials including reports, research papers, informational articles, publications, graphs, charts, etc.; ability to compare narrative information such as that presented in applications, reports, records, contracts, etc. with established criteria, formats, policies, or other requirements.
 - 4.3.5 Interpersonal skills** - Interpersonal skill sufficient to effectively facilitate cooperation and interest, disseminate information, provide assistance, resolve complaints or conflicts, and to otherwise establish and maintain effective professional working relationships with coworkers and superiors, community/social service agencies, the public, etc.; oral communication skills sufficient to effectively present ideas and information to a variety of individuals in ordinary conversation, public forums, group presentations, and other similar settings; interviewing skills sufficient to elicit a variety of information from victims, witnesses, family members, health care professionals, social service resource providers, etc.
 - 4.3.6 Administrative ability** - Ability to establish and achieve work-related goals and objectives; ability to plan and coordinate work to accomplish established objectives in a timely, efficient manner; knowledge of the principles and practices used to organize, analyze and interpret information for the purposes of making decisions, ability to exercise good judgment in evaluating information and formulating appropriate strategies, recommendations, or justifications; setting goals and objectives, etc.; knowledge of the methods and techniques used in conducting research, gathering data, and/or otherwise assembling and presenting information about a variety of topics.
 - 4.3.7 Knowledge of criminal/civil legal systems and procedures** - Knowledge of various legal principles, concepts, procedures, terminology, and documentation requirements as they pertain to the criminal and civil court systems.
 - 4.3.8 Computer ability** - Ability to operate personal computers sufficiently to use a variety of word-processing, data base, and/or spreadsheet software packages; ability to understand basic word-processing, data-entry and other computer-related terminology.
 - 4.3.9 Knowledge of record-keeping procedures** - Knowledge of the terminology, procedures and requirements for the proper completion of various forms, records and reports; knowledge of the appropriate location, maintenance and distribution of a variety of documents; knowledge of document control principles and practices.
 - 4.3.10 Clerical ability** - Ability to sort and file information alphabetically, numerically or chronologically; ability to understand and use codes in a variety of business applications; ability to rapidly compare both narrative and numerical information to determine accuracy.

4.4 EXAMPLES OF WORK TO BE PERFORMED:

- 4.4.1 Crisis intervention activities** - Provide crisis intervention services to individuals impacted by domestic violence/abuse, neglect, violent crime, and other situations of violence or abuse; interview clients and/or their families to assess their psychosocial and/or resource needs; contact individuals on a follow-up basis to assess progress and to evaluate the need for additional social service resource assistance; develop a victim safety plan, including associated training and implementation procedures.
- 4.4.2 Provide social service referral/ government program assistance** - Identify social service resource needs of victims, secondary victims, witnesses, families, etc. impacted by domestic violence or abuse and provides referral, information, or other assistance as necessary; explains the Criminal Injuries Compensation Program to domestic violence/violent crime victims with personal injuries; assist injured victims in the filing of Criminal Injuries Compensation forms.
- 4.4.3 Interagency coordination/communication** - Communicate as appropriate with social service agencies, the District Attorney's Office, Department of Human Services, Child and Family Services, Juvenile Court, etc. as necessary to obtain and/or provide information or assistance regarding domestic violence cases or issues.
- 4.4.4 Legal procedures and court** - Brief victims/witnesses and/or their families on court procedures and protocol in order to prepare them for courtroom appearances; provide courtroom testimony as required.
- 4.4.5 Prepare written documents** - Prepare a variety of written correspondence such as letters, memos, etc.; prepares and maintains periodic reports, files, and other documentation regarding domestic violence program activities, and disseminate information as necessary to concerned parties; review work for accuracy and completeness.
- 4.4.6 Computer usage** - Access automated databases, spreadsheet programs, etc. in order to enter, manipulate, and retrieve information about domestic violence program activities; analyze data to identify and compare trends, patterns, etc.; prepare printouts/reports in response to specific requests from supervisor, operational personnel, etc.

4.5 MINIMUM REQUIREMENTS:

- 4.5.1 Licensure** – Properly licensed by the State of Tennessee in regards to providing counseling services of the nature described above.
- 4.5.2 Employees Providing Services** - Graduation from an accredited college or university with a Bachelor's Degree in Psychology, Child and Family Studies, Social Services or other related field or an Associate's Degree and two (2) verifiable years of experience.
- 4.5.3 Experience** – Minimum Six (6) months experience in Advocacy or Crisis Intervention in a facility environment.

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. The County reserve 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. Do not submit spiral bound or glued responses.
- 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.**

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW. Each proposal must address all questions/statements listed in each tab completely.

TAB I: SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB II: PROPOSER INFORMATION:

- Company or Individual's name, address, and telephone/fax numbers
- Proposer's email address
- Contact name(s) and telephone number(s)
- Proposer's Vendor Number as assigned by Knox County
- Knox County Business License (if applicable)
- Registration to do business in the State of Tennessee (if applicable)
- Employer Identification Number (EIN)
- Do you accept the terms and conditions of the proposal?
- Acknowledgement of Addenda(s)

TAB III: LICENSES

- Provide copies of all Licenses required to perform the work specified. Include all licenses for all persons who will be providing services.

TAB IV: KNOWLEDGE, SKILLS, AND ABILITIES

- Entity/Person's knowledge and experience of the services to be performed
- Specific training acquired for providing the services
- Abilities and methodology to provide the services

TAB V: EXAMPLES OF WORK TO BE PERFORMED

- List examples of specific work/services normally performed in a clinical setting
- List other work/services that may be utilized in performing services

TAB VI: COST

- Provide cost of services for one (1) year

TAB VII: REFERENCES

- Proposer's to provide three (3) references using the attached reference check form

TAB VIII: 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.

TAB IX: ATTACHMENTS

- Insurance Checklist
- Iran Divestment Act/No-Boycott of Israel

TAB X: ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL

PROPOSER'S STATEMENT AND CERTIFICATION: If awarded the contract, I will comply with the contract insurance requirements.

Proposer's Name: _____

Authorizing Signature: _____

**KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL**

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

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

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

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT C

REFERENCES OF SIMILAR ACCOUNTS

RFP 3613

VICTIM ADVOCATE SERVICES

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

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person Telephone: _____ Email (required): _____
Nature of Contract: _____
Contract Start Date: _____ Contract End Date: _____

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person Telephone: _____ Email (required): _____
Nature of Contract: _____
Contract Start Date: _____ Contract End Date: _____

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person Telephone: _____ Email (Required): _____
Nature of Contract: _____
Contract Start Date: _____ Contract End Date: _____