

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Student Telehealth Services** as specified herein. Proposals must be received by **2:00 p.m.** on **January 29, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3619
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 at www.knoxcounty.org/procurement.

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

1.3 ALTERNATIVE PROPOSALS: Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (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, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/audit/hotline.php>.

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

1.5 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.

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 wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

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

1.7 CONFLICT OF INTEREST: Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

- 1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in a single file in a flash drive format.
- 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 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** 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 online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our online Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 **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 METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Proposers are prohibited from charging Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.17 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carriers, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.

Submittals must be in a 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:
- Be submitted on recycled paper.
 - Not include pages of unnecessary advertising.
 - Be made on both sides of each sheet of paper.
- 1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on January 15, 2025**. These requirements also apply to specifications that are ambiguous.
- 1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in **blue ink**. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.25 **UNFORESEEN 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 must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should the vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder’s list for twenty-four (24) months.
- 1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register online 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 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 five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **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 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.
- 2.8 **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 solicitation.
- 2.9 **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.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 **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.

- 2.12 **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.
- 2.13 **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 **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 individual trait found to be illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 **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 Proposals, (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 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.
- 2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of the solicitation is to set forth and convey to prospective proposers the general requirements for providing Knox County Schools with quality Telehealth Services for Knox County Students. 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.
- 3.3 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 an initial one (1) year award. Upon mutual agreement of the Vendor and Knox County, the award may be extended for four (4) additional one (1) year options, contingent upon the availability of funding. This proposal is grant funded and will be applied for annually. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 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 lower the cost to Knox County and/or provide improved service.
- 3.7 COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- 3.9 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require approval of Board of Education and/or Knox County Commission approval. 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). A sample contract is under Exhibit D for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they will not be accepted.
- 3.10 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

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

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|---|-----------|
| Approach to Scope of Work | 35 Points |
| Experience, Qualifications and References | 45 points |
| Cost | 20 points |

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

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

3.13 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VII 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 GRANT FUNDING: The products or services being procured under this solicitation will be funded by State or Federal Grant money. All awarded vendors will be required to adhere to Exhibit C of this solicitation in the performance of the Contract.

3.15 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.

3.16 HIPAA/HITECH: Contractor must comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act). As stated in section 2.6 of this Proposal, 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; including Tennessee Code Annotated, as amended, and Records Disposition Authorization specific to protected health information retention.

3.17 IDENTIFICATION: Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.18 INSURANCE: The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have its insurance agent sign the attachment and submit it with the proposal. Upon receipt of a Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect. Refer to the Insurance Checklist regarding coverage and endorsement requirements.

- 3.19 INVOICING PROCEDURES:** Knox County requests that reports be easy to read and understand. There shall be no additional charge for this information and procedures to be included. Each report shall include a breakdown of the service provided and shall list the contracted unit price. Supporting documentation shall be included with reports as applicable. Reports without this information may be returned to the Contractor for correction.

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

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

- 3.20 INVOICE REVIEW:** Knox County shall review all reports for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in the termination of the Contract with that particular Contractor.
- 3.21 NEGOTIATION:** Knox County may select a successful proposer based on initial offers received without discussion. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.
- 3.22 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.
- 3.23 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.24 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the RFP.
- 3.25 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.
- 3.26 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.27 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.28 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.29 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.

- 3.30 REFERENCES:** Proposers **must** submit a list of three (3) references, with Public Sector projects preferred, which you have performed this type of service within the past three years. Provide the name of the agency or institution, the person to contact, their **current** telephone number, **current** email address and the nature and size of the contract. Do not list the Knox County Government as a reference. References must be submitted on the attached Reference Check Form.
- 3.31 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.
- 3.32 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.33 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **January 15, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.34 TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

This Request for Proposals outlines the scope of services and requirements that must be addressed by any Contractor interested in supplying telehealth counseling services to Knox County School students. The contractor is to provide all personnel and their own materials, equipment, insurance and supervision necessary to provide the services detailed herein.

- 4.1 BACKGROUND INFORMATION:** Knox County Schools is seeking mental health professionals to provide telehealth counseling services to supplement the counseling services already provided to students. Students today are faced with not only the "normal" struggles of being a child or teenager, but also numerable other stressors such as familial financial hardships, grief following the loss of important relationships, increased family dysfunction resulting from parental stress/distress and general anxiety about what the future holds. While students, both in person and virtually, have access to resources within their buildings should they need mental health support, the provision of telehealth counseling may also be necessary. Students qualifying for telehealth counseling will be matched with a mental health professional for individual sessions based on their need. Knox County Schools will be responsible for qualifying students. Sessions will be offered in the afternoon or evenings, on weekends and during school holidays in order to decrease student absence during academic learning times and to expand access to students with differing schedules. Any alternative scheduling would require prior approval by the Executive Director of KCS School Culture Department.
- 4.2 SCOPE OF WORK:** Knox County Schools seeks a mental health organization and/or mental health professionals interested in offering telehealth counseling to students enrolled in Knox County Schools. All providers must be master's level clinicians. A provider is desired who will offer a comprehensive approach to treating children using the most current evidence-based best practices. Services will be provided on a per session per diem up to 500 sessions yearly. Each session will be one (1) hour in duration, with forty-five (45) minutes designated for student interaction and another fifteen (15) minutes for notes. The telehealth provider will attend up to an additional three (3) virtual collaborative meetings per student client with school staff outside of the student sessions. The cost for these collaborative sessions should be included within the individual session rate.

If the service comes with any application/software, Knox County would prefer that it be hosted with the vendor (software as a service model, or SAAS). Contractor must fully detail the program and maintain compliance with the KCS Information Technology regulations outlined in Exhibit A. Knox County will need software and hardware specifications and any recommendations/requirements to review in advance of contract execution. Contractor must be compliant with the KCS privacy policy outlined in Exhibit B.

Implementation and Management Plan: Proposers must provide a comprehensive plan for the services provided, along with a comprehensive overview of the implementation and management plan that will be executed in compliance with KCS Information Technology regulations (see Exhibit A), KCS Privacy Policy (Exhibit B) and any applicable state/federal regulatory requirements. All services should include parental and school release/permission, clinical, session documentation, termination/referral information, provider supervision and information on method(s) of measuring/defining success and success rates. All providers will be responsible for the provision of an electronic device and maintenance of that device.

Engagement & Communication: Proposers must provide a reliable and user-friendly customer service program for students, staff, parents and administration that supports positive personal growth through robust participation. At a minimum, programs must:

- Utilize evidence-based engagement/communication strategies appropriate to students' emotional and social development in order to promote services to KCS student clients
- Present a clear process of enrollment for telehealth services with flexible appointment scheduling (including evenings and weekends).
- Provide a comprehensive confidentiality release that will allow communication between provider, designated school personnel and parents/legal guardians.

Content and Programming: Therapists must accommodate both Special Education and General Education students in grades K-12 with a variety of presenting problems. Programming will be reviewed periodically to ensure adherence to the most current evidence-based and best practices. Programming format will be individual sessions, conducted virtually and the therapist must be trained in crisis intervention, including homicidal/suicidal ideation. Programming must include a focus on, but is not limited to, the following:

- Academic Challenges: Academic struggles including developing organizational skills and time management skills for more efficient studying, along with short and long-term post-secondary goal setting.
- Coping Skills: Aid students in building skills to more effectively cope with grief and loss, stress, anxiety and depressive symptoms, as well as in the development of methods for fostering resilience.
- Self-Care Instruction: Educate/teach students about the importance of proper self-care, what it looks like, ways to engage in it, etc.
- Social-Emotional Skill Building: Help students "to acquire and apply the knowledge, skills and attitudes to develop healthy identities, manage emotions, feel and show empathy for others, establish and maintain supporting relationships, and make responsible and caring decisions."

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Failure to include requested information may result in the proposer being disqualified. Cost of preparation of proposals is the sole responsibility of the proposer.

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

TAB I PROPOSER INFORMATION

Company Name, Address, and Telephone Number(s)
Primary Contact Person's Name, Email Address and Telephone Number(s)
Proposers Vendor Number as assigned by Knox County
Tennessee Secretary of State Control Number (if applicable)
State of Tennessee Certificate of Authority (if entity is located outside of Tennessee)
Employer Identification Number (EIN)
Acknowledgement of any addenda issued by Knox County Procurement

TAB II SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

Letter must be signed by the principal of the company. Please sign the original in blue ink.

TAB III APPROACH TO SCOPE OF WORK (35 POINTS)

Vendor must thoroughly detail its approach to the Scope of Work, to include at a minimum, the following:

Implementation & Management Plan: Fully detail the management plan and strategies that will be utilized throughout the program to include support provided during the initial program roll-out and after full implementation, at both the participant and administrative level.

- Please provide details on the provision of electronic devices and the management maintenance as well as the IT support and/or training that will be available to providers, as necessary.
- Please detail any software platform that will be used in conjunction with this service. Detail how your organization will ensure compliance with KCS Information Technology requirements.
- Address how your organization will ensure compliance with any applicable state and federal guidelines for telehealth counseling.
- Identify the quality assurance protocols that will be utilized to monitor therapist/student interactions.
- Detail the process for tracking and reporting. Information must include:
 - Provide an overview of how participation rates will be documented and reported.
 - Provide an overview of how records on students/clients will be kept, identifying format.

Engagement & Communication: Information provided must include, but is not limited to, the following:

- Detail the approach to student engagement and communication in support of a robust participation rate.
- Detail the enrollment process for telehealth services and outline appointment scheduling and availability.
 - Provide an overview of the referral process and format.
 - Provide an overview of the confidentiality release process and format. Please describe the communication flow between a telehealth therapist and a student client's parent/guardian for intake to obtain confidentiality release and other signed paperwork and for any necessary communication throughout the therapeutic process.
 - Please describe the communication flow between a telehealth therapist and school staff.

Content and Programming: Provide details pertaining to content and programming. Please include the following:

- Fully detail what content area(s) will be included in the programming (i.e. stress as it relates to academic performance, relational skill-building and other social-emotional areas of focus, triggers for impulsivity, etc.).
- Provide an overview of how therapeutic goals will be operationalized and how progress will be monitored/measured.
- Please provide a sample of a crisis intervention plan should a virtual crisis occur. This must include homicidal/suicidal ideation.

TAB IV

EXPERIENCE, QUALIFICATIONS & REFERENCES (45 POINTS)

Vendor must thoroughly detail its relevant qualifications and experience. Information provided must include, but is not limited to, the following:

- A brief history and overview of the company. Please detail if employees are contracted or work directly for the proposer, along with your average turnover rates.
- A comprehensive overview of the company's experience using evidence-based programs with appropriately credentialed professionals.
 - Please provide verification that all providers are at least master's level clinicians.
 - Please provide customer satisfaction results and existing client retention rates.
- Submit References (Attachment A) under Tab VIII.

TAB V

PROPOSED COSTS (20 POINTS)

Please provide a price per one (1) hour session for up to five hundred (500) sessions per year for an initial one (1) year period and four (4) one (1) year renewals. Proposed costs should be inclusive of all expenses, including travel and ancillary expenses. The costs for up to three (3) collaborative meetings between the telehealth provider and KCS staff must be included in the individual session rate. Proposer may include the methodology used to determine their proposed cost.

TAB VI

OTHER INFORMATION

Proposers may include any other information deemed pertinent to this solicitation.

TAB VII

EXCEPTIONS

Please note any and all exceptions taken to any part this Request for Proposals. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VIII

ATTACHMENTS

- References (Attachment A)
- Insurance Checklist (Attachment B)
- Iran Divestment Act/No Boycott of Israel (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Provide copies of all certifications/licenses required to perform the work detailed herein including a Knox County Business Tax License for Organization (if applicable)

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3619**

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) 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. 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. Do not use Knox County Government or Knox County Schools as a reference.

| | |
|---|--------------------------|
| Name of Firm: _____ | |
| Contact Person: _____ | Phone Number: _____ |
| Email Address: _____ | |
| Nature of Contract: _____ | |
| Services Provided: _____ | |
| Dollar amount: \$ _____ (over life of contract) | |
| Contract start date: _____ | Contract end date: _____ |

| | |
|---|--------------------------|
| Name of Firm: _____ | |
| Contact Person: _____ | Phone Number: _____ |
| Email Address: _____ | |
| Nature of Contract: _____ | |
| Services Provided: _____ | |
| Dollar amount: \$ _____ (over life of contract) | |
| Contract start date: _____ | Contract end date: _____ |

| | |
|---|--------------------------|
| Name of Firm: _____ | |
| Contact Person: _____ | Phone Number: _____ |
| Email Address: _____ | |
| Nature of Contract: _____ | |
| Services Provided: _____ | |
| Dollar amount: \$ _____ (over life of contract) | |
| Contract start date: _____ | Contract end date: _____ |

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3619**

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

| REQUIRED: | NUMBER | TYPE OF COVERAGE | COVERAGE LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|---------------------|---|---|---|--------------|-----------------|--------------|--|--|--|----------------------|------------|--|--|--|----------------------|----------|--|-------------------------------------|-------------|--------------------------|--------------|----------------------------|--------|--------------------------------|----|-------------------|--------------|--|--|--|--|---|--------------|--|
| YES | 1. | WORKERS COMPENSATION | STATUTORY LIMITS OF TENNESSEE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 2. | EMPLOYERS LIABILITY | \$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 3. | AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">X</td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> | X | ANY AUTO-SYMBOL (1) | | | | | | | | | | | | | | <table border="1" style="margin-left: 20px;"> <tr> <td>COMBINE SINGLE LIMIT (Per-Accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per-Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table> | COMBINE SINGLE LIMIT (Per-Accident) | \$1,000,000 | BODY INJURY (Per-Person) | | BODY INJURY (Per-Accident) | | PROPERTY DAMAGE (Per-Accident) | | | | | | | | | | |
| X | ANY AUTO-SYMBOL (1) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| COMBINE SINGLE LIMIT (Per-Accident) | \$1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODY INJURY (Per-Person) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODY INJURY (Per-Accident) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per-Accident) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 4. | COMMERCIAL GENERAL LIABILITY | LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1" style="margin-left: 20px;"> <tr> <td>CLAIM MADE</td> <td>X</td> <td>OCC</td> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td colspan="3">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>POLICY</td> <td>X PROJECT</td> <td>LO</td> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </table> | CLAIM MADE | X | OCC | EACH OCCURRENCE | \$ 1,000,000 | | | | FIRE LEGAL LIABILITY | \$ 100,000 | | | | MED EXP (Per person) | \$ 5,000 | GEN'L AGGREGATE LIMITS APPLIES PER | | | PERSONAL & ADV INJURY | \$ 1,000,000 | | POLICY | X PROJECT | LO | GENERAL AGGREGATE | \$ 2,000,000 | | | | | PRODUCTS-COMPLETED OPERATIONS/AGGREGATE | \$ 2,000,000 | |
| CLAIM MADE | X | OCC | EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | FIRE LEGAL LIABILITY | \$ 100,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | MED EXP (Per person) | \$ 5,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GEN'L AGGREGATE LIMITS APPLIES PER | | | PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | POLICY | X PROJECT | LO | GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | PRODUCTS-COMPLETED OPERATIONS/AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 5. | PREMISES/OPERATIONS | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 6. | INDEPENDENT CONTRACTOR | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 7. | CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE) | \$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 8. | XCU COVERAGE | NOT TO BE EXCLUDED | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | 9. | UMBRELLA LIABILITY COVERAGE | \$5,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | | PROFESSIONAL LIABILITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 10. | ARCHITECTS & ENGINEERS | \$1,000,000 PER OCCURRENCE/CLAIM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | | ASBESTOS & REMOVAL LIABILITY | \$2,000,000 PER OCCURRENCE/CLAIM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | | MEDICAL MALPRACTICE | \$1,000,000 PER OCCURRENCE/CLAIM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| YES | | MEDICAL PROFESSIONAL LIABILITY | \$1,000,000 PER OCCURRENCE/CLAIM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 11. | MISCELLANEOUS E & O | \$500,000 PER OCCURRENCE/CLAIM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 12. | MOTOR CARRIER ACT ENDORSEMENT | \$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 13. | MOTOR CARGO INSURANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 14. | GARAGE LIABILITY | \$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 15. | GARAGEKEEPER'S LIABILITY | \$500,000 COMPREHENSIVE \$500,000 COLLISION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 16. | INLAND MARINE BAILEE'S INSURANCE | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 17. | DISHONESTY BOND | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 18. | BUILDERS RISK | PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO | 19. | USL&H | FEDERAL STATUTORY LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

- 20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.
- 21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.
- 22. Certificate of Insurance shall show the RFP number and title.
- 23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS NUMBER 3619**

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 D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3619**

**AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**EXHIBIT A
TECHNOLOGY REQUIREMENTS FOR SOFTWARE RFPs
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619**

Information Technology Requirements for software RFPs:

Applications should only utilize native browser-based technologies such as HTML and HTML5. No application utilizing third-party plugins will be considered (Examples of plugins include, but not limited to, Flash, Java, Silverlight, etc.)

No local caching server or software required or recommended. The vendor's application should scale as needed to support client demand.

Will support any modern OS, defined as the current publicly available version minus three versions. The most common Operating Systems used by KCS are: MacOS, ChromeOS, and Windows. As system updates become available, the vendor shall give KCS adequate notice of any foreseeable disruptions due to updates.

**Vendor is to also list any and/or all required plugins for full product functionality.

Will support current browser versions, defined as the current publicly available version minus three versions, for the following web browsers: Google Chrome, Safari, Microsoft Edge, Mobile Safari, Mobile Chrome. As browser updates become available, vendor shall give KCS adequate notice of any foreseeable disruptions due to updates.

System must have user authentication using SAML, preferably Microsoft 365 SAML.

Data exchange from our SIS to vendor should be automated. Vendor will be responsible for processing any differencing (changes, updates) to vendor data based on the automated exchange.

KCS options for data exchange include Classlink OneRoster (preferred) or secure exchange of .csv files directly with vendor via SFTP transfer. KCS will not use Clever for data exchange.

Vendor must be in full compliance with FERPA, COPPA, and all applicable federal/state laws pertaining to student data privacy and governance.

EXHIBIT B
KNOX COUNTY SCHOOLS PRIVACY POLICY
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619

RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION: Provider must adhere to the following:

1. Any and all personally identifiable student or employee information including but not limited to name, address, telephone number, teachers, classes, grades, digital media and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by District in writing. This restriction against release or disclosure also precludes sharing of data by Provider with any affiliate of Provider unless such sharing is expressly permitted under the contract or is expressly granted in writing by District. In addition, all information the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Provider from District, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Provider agrees to hold the Confidential Information in strictest confidence. Provider shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.
2. Provider agrees that any personally identifiable student data it obtains from the District shall only be used for the purpose of providing the contracted product or service to the District according to the terms of the contract. Provider may not sell student data. (This does not prevent transfer of student data by purchase or merger of the Provider, so long as the successor entity remains bound by and in compliance with the terms of this agreement.)
3. Provider may not use personally identified student data for any secondary purpose including targeted advertising. Provider may (a) use student data for adaptive learning or customized student learning processes; (b) market an educational application to a student's parent or guardian if Provider did not use student data shared by or collected on behalf of the District to do so; (c) use a recommendation engine within Provider's internal application to recommend learning or employment related content or services to the student, but only if the recommendation is not motivated by consideration from another party; (d) respond to a student request for information or feedback, but only if the response is not motivated by consideration from another party; (e) use student data to allow or improve functionality of Providers' internal application; and (f) identify for the student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if Provider obtains, through the District, the written consent of the student's parent or guardian (or the student if age 18 or older or emancipated). (Written consent may not be required in certain instances for a Provider which is a national assessment provider.)
4. Provider agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Provider shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Any data that is transmitted to/from District will be secure. Any electronic data stored by the Provider must be secure and backed up with a tested data recovery strategy in place as approved by District.
5. Within 30 days of termination, cancellation, expiration, or other conclusion of the contract, or within 30 days of a request by District with regard to any portion of the data, Provider shall return to District or if return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in possession of Provider and certify in writing that all copies of the confidential information in its possession have been destroyed. This requirement shall not apply, and Provider may retain, personally identifiable student data if Provider has obtained written consent of the student's parent or guardian (or from the student if 18 or older or emancipated) and provides documentation of that consent to the District.
6. These obligations shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in Provider's possession prior to receipt from an District school, its faculty staff or students; or (c) is received by Provider independently from a person or entity free to lawfully disclose such information other than an District school, its faculty, staff, or students.
7. Provider warrants and represents that it shall, at all times, comply with the terms of this Agreement and with FERPA, COPPA, and all applicable laws of the state of Tennessee and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information as that term is defined by this agreement, FERPA, COPPA, or applicable laws of the state of Tennessee.
8. Provider agrees that District or its designee may, upon request, audit Provider to verify compliance with the applicable requirements of law.

**EXHIBIT C
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619**

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act

Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension

A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.

(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**EXHIBIT D
SAMPLE CONTRACT
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3619**

Knox County Tennessee

and

{Contractor Name}

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the “County” and {Contractor Name}, hereinafter referred to as “Contractor”.

Whereas, the County requested proposal for Telehealth Services for Knox County Government (Request for Proposals #3619) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposals covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Term of this Contract. This Contract commences on the 1st day of {Month Year} and ends the 30th day of {Month Year} unless terminated in conformity with the terms of this Contract as contained in paragraphs 3 and 4. The County intends to issue a one-year (1) award. Upon the mutual agreement of the Contractor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. The County shall pay Contractor as agreed upon in the County’s Request for Proposals for the Telehealth Services per the Contractor’s response to Request for Proposals #3619; pursuant to all payments being subject to the County’s review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Amendments. Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor’s Proposal.

4. Invoicing and reporting requirements. Contractor shall invoice the County for the Telehealth Services pursuant to Request for Proposals #3619.

5. Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the Telehealth Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) 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.

6. Appropriations. In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the 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.

7. Independent contractor. Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. Compliance with all federal, state, and municipal 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 the Telehealth Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. 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.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. 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.

12. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. Nondiscrimination 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 Contract, or in the employment practices of Contractor. 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.

14. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, 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 Contract.

15. 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.

16. Delivery. Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. 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.

18. Limitations of liability. In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Request for Proposals #3619 {and Addendum I}
- B. Contractor's Response to Request for Proposals #3619 {and Addendum I}

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

BOARD CHAIR- Printed Name

Date: _____

KNOX COUNTY, TENNESSEE

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____

Approved as to Legal Form:

(printed name)

(signature)

Date: _____

{Contractor Name}

(printed name)

(signature)

Date: _____