

The Procurement Division of Knox County Tennessee will receive sealed proposals for **Auctioneer Services** as specified herein. Proposals must be received by **2:00 p.m.** on **June 8, 2021**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

**Proposal Number 3052
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of sixty (60) 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. Proposers must strictly adhere to the proposal format.

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/hotline/index.php>.

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

1.5 AWARD: Award may be made to the most responsive, responsible proposer meeting specifications, who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. **Knox County 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 who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

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

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

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.9 **COPIES:** Knox County **requires** that all proposals be submitted with one (1) **marked original** and two (2) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD or flash drive.
- 1.10 **DECLARATIVE STATEMENT:** 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 their proposal being non-responsive and disqualified.
- 1.11 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.12 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be “free on board” to the County department.**
- 1.13 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, “Knox Purchasing On-Line.” The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, proposals and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, “Knox Procurement On-Line,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.15 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.16 **NO CONTACT POLICY:** After the vendor receives this RFP, any contact initiated by any vendor with anyone, 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 vendor from this process.
- 1.17 **NON-COLLUSION:** Vendors, 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.
- 1.18 **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.

- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.
- 1.20 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.
- 1.21 PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than address listed in this solicitation.
- 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.**
- 1.22 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
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **May 28, 2021 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination 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.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal.
- 1.28 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

- 2.14** **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15** **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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.
- 2.16** **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17** **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18** **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 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 their signed bid or proposal that they are 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:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 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. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1** **INTENT:** The intent of this proposal is to set forth and convey to prospective proposers the general requirements for Auctioneer Services for Knox County. Award may 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 ADDITIONS/DELETIONS:** Knox County reserves the right to add services or delete services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.3 AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox 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. Knox County reserves the right to purchase these 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. Should Knox County desire not to renew, no reason needs to be given.
- 3.4 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.5 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.
- 3.6 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.
- 3.7 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor. The Contract may be voted on by Knox County Commission and receive a majority vote. The successful vendor may be required to be present at the Knox County Commission Meetings to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the vendor will need to attend the meetings. The Knox County Procurement Division will draft the Contract. Knox County **will not** accept any vendor's contract. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.
- 3.8 COOPERATIVE PURCHASING:** Proposers must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 3.9 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:
- | | |
|---|-----------|
| Experience/Qualifications | 40 Points |
| Capabilities, Resources, and Marketing Plan | 30 Points |
| Cost | 30 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 proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made 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:** Vendors 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 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 Section V, Part VIII of the submittal.
- 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.
- 3.13 INSURANCE:** The successful Proposer(s) must carry the insurance as indicated on the Insurance Attachment, Exhibit A. As proof of the vendor's willingness to obtain and maintain the insurance, the proposer must complete, sign and have its insurance agent sign the attachment and submit it with their proposal. Upon receipt of the Notification of Intent to Award, the successful proposer will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.14 LICENSING:** The successful vendor must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO PROPOSAL REJECTION.**
- 3.15 NEGOTIATION:** Knox County may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the Proposer's best terms from a service and cost standpoint. Knox County reserves the right to enter into Contract negotiations 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 a Contract has been executed or all proposals have been rejected. No Proposer shall have any rights against Knox County arising from such negotiations.
- 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 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.
- 3.18 PROHIBITION AGAINST DISSEMINATING INFORMATION:** Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the expressed written consent of Knox County.
- 3.19 PROPOSAL CONTENT:** The Proposer's response must contain a thorough description of the background of the Proposer and sufficient evidence showing that the Proposer is capable of providing the services. The Proposer's response must thoroughly expound on the Proposer's understanding of how the proposed services will meet Knox County's needs. The 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.
- 3.20 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.
- 3.21 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

- 3.22 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 (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.23 QUANTITIES:** Knox County does not guarantee any quantities of services to be purchased. Knox County will purchase these services on an as-needed basis.
- 3.24 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.
- 3.25 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 28, 2021 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.26 THIRD PARTY CONTRACTORS:** All third-party contractors that may be used for providing services must be listed in the proposal. Contractors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third-party Contractors.

SECTION IV SPECIFICATIONS

- 4.1 ADVERTISING:** The Auctioneer shall be responsible for placing advertisements for the auction in the necessary publications inside and outside of Knox County.
- 4.1.1** No advertisement will be placed without the prior approval of Knox County.
 - 4.1.2** Prior approval shall not exceed seventy-two (72) hours.
 - 4.1.3** Length and content of advertisement(s) shall be mutually agreeable.
- 4.2 AUCTION BIDDERS:** The Auctioneer is responsible for registering all bidders, ensuring bidders are qualified to bid, and collecting and holding deposit monies until completion of the auction. The Auctioneer is also responsible for ensuring deposit monies are received in the form of cash, certified check, or cashier's check. This includes the amount of the full deposit on the day of the auction, additional deposit, if required, and sales amount at settlement.
- 4.3 CONFIDENTIALITY:** All auction services will be considered strictly confidential between the Auctioneer and Knox County. The Auctioneer will not discuss any auction information or documents with third parties unless authorized by Knox County.
- 4.4 COOPERATION:** The Auctioneer will be expected to work cooperatively with Knox County personnel in preparing an auction, including, but not limited to, pre-auction site visits to show property, amount of reserve bid, scope of advertisement, best method to optimize turnout and price realized, amount of required deposit from buyer, length of time between auction and settlement, and proposed auction date.
- 4.5 COSTS:** Costs of advertisements and any other marketing expenses related to the sale of a property must be pre-approved by Knox County and, if approved, will be the responsibility of Knox County, unless included at no charge as part of the Contract.
- 4.6 COUNTY REPRESENTATION:** A representative from Knox County will attend the auction to collect the deposit and all applicable documents.
- 4.7 DELIVERY:** The Auctioneer will transmit all documents, including invoices, directly to Knox County.
- 4.8 DOCUMENTATION:** The Auctioneer will be expected to provide complete documentation for each auction, along with pre-sale estimates, copies of advertisements, brochures, and other documentation relating to the sale of said property when requested.

- 4.9 INFORMATION PROVIDED:** If available, and to the best of our ability, Knox County will furnish all right-of-way plats, surveys, building plans, engineering data, appraisals, operating expenses, and other pertinent data, including deed references, environmental reports, and title certificates, required to enable the Auctioneer to complete his/her services. Any additional information requested may be furnished if available.
- 4.10 RESPONSIBILITY:** Auctioneer is responsible for preparing and distributing the due diligence package. Auctioneer must also maintain a list of recipients in order to ensure all recipients receive any additions, deletions, or revisions to the package.
- 4.11 RULES AND REGULATIONS:** The Auctioneer will collect all data in accordance with the Professional Standards of the National Auctioneers Association in order to provide the best services and best final price for Knox County.
- 4.12 SALES:** Auction sales will be on the reserve-sales basis. Knox County will make the final decision on the terms and conditions of the sale.
- 4.13 TAX SALE AND SURPLUS SALE PROCESS:**
- 4.13.1** Properties are selected for tax sale by Delinquent Tax Attorney and Trustee's Office with consultation of Procurement and other interested parties. Property may be requested to be placed in tax sale by private party if they complete an agreement with Trustee to bid on property and pay up front.
- 4.13.2** After selection, Delinquent Tax Attorney files lawsuit in Chancery Court. As part of lawsuit, each property owner, heir, etc. must be served process (notice of the County filing suit to sell the property for taxes). Serving process is done by Trustee's Office. After serving process, the delinquent tax attorney will file an amended complaint exhibiting the properties that will go through tax sale.
- 4.13.3** Clerk and Master in conjunction with Delinquent Tax Attorney hold the tax sale at the City County Building. Bidding for each parcel begins at the amount owed to Knox County.
- a.** 10/10 law – Each property sold to a private party at the tax sale will be advertised in a newspaper of general circulation. Any citizen then has ten (10) days to raise the bid a minimum of ten percent (10%). A rebid on a property will then trigger a final auction open to anyone for said property.
- b.** Redemption Period – Each property sold at the Tax Sale is subject to a one-year redemption period where the previous property owner can pay the amount owed in taxes plus ten percent as well as reasonable and necessary maintenance expenses plus ten percent to Knox County to redeem the property. If a property that was sold at the tax sale is rebid, the winning bidder would receive the amount they paid plus ten percent.
- 4.13.4** Knox County purchases the properties that are not bid at the tax sale. Properties are still subject to the one-year redemption period. Knox County Procurement maintains the properties during the redemption period.
- 4.13.5** At the end of the redemption period, the Delinquent Tax Attorney will request for the Insolvency Committee and County Commission to review the properties purchased by Knox County at the tax sale and request approval to sell the property for less than the taxes owed. The Insolvency Committee will approve the properties first and pass their recommendation on to Commission. If Commission approves the properties to be sold for less than taxes (City Council must concurrently do the same for properties in the City), then Knox County Procurement will conduct a Surplus Sale.
- 4.13.6** Surplus Sale – Conducted much like the tax sale except bidding starts at an amount set by Knox County Commission, typically \$50.00. Knox County will request their contracted auctioneer to sell the eligible properties through online auction. The auction will be advertised and a sign placed at every site. Knox County may sell certain eligible properties through negotiated sale if it is determined that the property would not be desirable to anyone other than a neighbor or other single party.
- a.** 10/10 law - Each property sold at the online auction will be advertised in a newspaper of general circulation. Any citizen then has ten (10) days to raise the bid a minimum of ten percent (10%). A rebid on a property will then trigger a final live auction open to anyone for said property. Winning bidders must pay an earnest money deposit and will forfeit said deposit, if they fail to close on the property.
- b.** After the final auction, County Commission must approve all property sales.
- c.** Once Commission approval is attained, the Delinquent Tax Attorney will prepare Quit Claim Deeds. A simple settlement statement will also be provided. Once the documents are signed, each purchaser is responsible for recording their deed and paying transfer taxes.
- d.** Delinquent Tax Surplus Sale must be conducted per T.C. A. 64-5-2507.

- 4.14 **SETTLEMENT NOTICE:** Immediately following the auction, the Auctioneer will be required to submit a detailed Settlement Auction notice that includes the auction date and number, the purchaser's name and address, and any other information needed by Knox County to be mutually agreed upon by the Auctioneer and Knox County.

SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and two (2) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also required.

Part I SIGNED (in blue ink) TRANSMITTAL LETTER AUTHORIZING THE PROPOSAL

Part II PROPOSER INFORMATION

- Company Name, Address, and telephone numbers
- Contact name(s), telephone number(s), and current email address
- Proposers Vendor Number as assigned by Knox County Procurement Division
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- Per Section 3.14, copies of all licenses, permits and professional certifications for company and employees including the firm's State of Tennessee license.
- State if Cooperative Purchasing is available per Section 3.8
- Acknowledgment of Addenda (if applicable)

Part III EXPERIENCE/QUALIFICATIONS

Proposers must demonstrate their firm's complete experience and qualifications to provide the services listed in this RFP. This includes but is not limited to the following:

- A brief description of the firm submitting the proposal including background, organizational history, and office location(s).
- The number of years providing services (as the submitting entity) similar to those requested in the RFP.
- A detailed narrative of the relevant experience of the personnel providing the services requested in the RFP including the number of licensed auctioneers available under the Contract.
- Complete resumes including licenses and detailed experience and qualifications of the individual(s) responsible for conducting the work.
- Specify any experience with tax sale properties and demonstrate an understanding of selling delinquent tax surplus properties per Section 4.13.
- A complete list of properties auctioned in the past two (2) years.
- All potential subcontractors that may work on this project must be listed along with their experience/qualifications.
- Other information necessary to provide the firm's complete qualifications and experience to provide the services listed in this RFP.

Part IV CAPABILITIES, RESOURCES, AND MARKETING PLAN

Proposers are to demonstrate their complete capabilities and resources including equipment, vehicles, and other resources necessary to perform the services listed in the RFP. A detailed marketing plan including a demonstration of the firm's ability to market multi-million-dollar properties as well as properties of potential low value, a demonstration of the firm's knowledge of the local real estate market, and samples of advertising documents such as brochures, websites, social media, etc. How would the firm advertise a property? What would the firm do to maximize the sales price? What type of mailing or automated email lists are maintained and how many names or on the list(s)? Include an explanation for the process and methods proposed to conduct delinquent tax surplus sales per Section 4.13.

Part V

COST

Provide a rate schedules for general Auctioneering Services for Real Property to include the following:

FINALIZED PRICE PER AUCTION	FEE PERCENTAGE OF PRICE
\$0-\$25,000	
\$25,001-\$50,000	
\$50,001-\$100,000	
\$100,001-\$250,000	
\$250,001-\$500,000	
\$500,001-\$1,000,000	
\$1,000,001 +	
Court Witness per appearance	
Cost for Marketing and Advertising per sale	

Provide a rate schedule for Auctioneering Services for Tax Properties per section 4.13, to include the following:

FINALIZED PRICE PER AUCTION	FEE PERCENTAGE OF PRICE
\$0-\$5,000	
\$5,001-\$10,000	
\$10,001-\$15,000	
\$15,001-\$25,000	
\$25,001-\$50,000	
\$50,001-\$100,000	
\$100,001+	
Cost for Marketing and Advertising per sale	

Part VI

ADDITIONAL INFORMATION

Proposers may submit additional information that may add value to their proposal.

Part VII

INSURANCE CHECKLIST

Submit the completed Insurance Checklist (Exhibit A) per Section 3.13

Part VIII

EXCEPTIONS

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

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

**EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFP NUMBER 3052**

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

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																							
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																							
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																							
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">X</td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)																			<table border="1" style="width: 100%;"> <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)												
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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td></td> <td>CLAIM MADE</td> <td>X</td> <td>OCCUR</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td></td> <td>POLICY</td> <td>PROJECT</td> <td>LOC</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		CLAIM MADE	X	OCCUR							GEN'L AGGREGATE LIMITS APPLIES PER						POLICY	PROJECT	LOC							<table border="1" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">LIMITS</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																							
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																							
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																							
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																							
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YES	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 DIRECT LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																							
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																							
NO	17.	DISHONESTY BOND	\$																																							
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																							
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																							

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

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

24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: _____ Authorizing Signature: _____

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

Bidder Name: _____ Authorizing Signature: _____