

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Collection Services for Knox County Schools** as specified herein. Proposals must be received by **2:00 p.m.** local time on **December 15, 2022**. Late proposals will be neither considered nor returned.

Please Deliver Proposals to:

**Proposal Number 3346
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 and Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Buyer, at 865-215-5754. Questions may be emailed to robert.mackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current bids/proposals may be obtained on the Internet at www.knoxcounty.org/Procurement.
- 1.2 **ACCEPTANCE:** Proposers 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.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 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 or 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 will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The award criteria are listed in section 3.8.
- 1.6 **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.
- 1.7 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked as original and two (2) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a flash drive format. Knox County requests this electronic copy version be in one (1) complete file.**
- 1.8 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
- 1.9 **DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Disadvantaged Business Program, please contact:

Diane Woods, Administrator of Business Outreach
Telephone: 865.215.5760 or Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.10 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Due to the nature of information requested, all submissions shall be in written format.
- 1.11 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (Vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in section 1.1 of this document.
- 1.12 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.14 NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.15 PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.16 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.17 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposers' ability.
- 1.19 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for proposals delivered to addresses and/or Suites other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box.

Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 RECYCLING: Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals:

- 1.20.1** Be submitted on recycled paper
- 1.20.2** Not include pages of unnecessary advertising
- 1.20.3** 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 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 proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on December 1, 2022**. These requirements also apply to specifications that are ambiguous.

1.22 SIGNING OF PROPOSALS: **In order to be considered all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.

1.23 TAXES: Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972: "Non-discrimination on Federally Assisted Programs" — "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, to 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 that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 USE OF PROPOSAL FORMS: Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.26 VENDOR DEFAULT: Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 VENDOR REGISTRATION: Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration." Proposers 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 less than twenty-four (24) hours prior to the bid opening time.

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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a Criminal History Records Check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 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 bidding.
- 2.9 **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.
- 2.10 **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.
- 2.11 **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 **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.
- 2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

- 2.15 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.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent 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 respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait 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 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.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.20 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.
- 2.21 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.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23 TERMINATION:** County may terminate this agreement with or without cause at any time, upon thirty (30) days written notice. 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.
- 2.24 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** It is the intent of these specifications to set forth and convey to prospective proposers the general requirements for Collection Services of unpaid Knox County Schools Student Meal Accounts as desired by Knox County Schools. 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 ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this proposal or delete goods and/or 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-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended 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 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(s). Should Knox County desire not to renew, no reason needs to be given.
- 3.4 BONDING REQUIREMENTS:** The successful contractor(s) shall be required to furnish a surety bond in the amount of fifty thousand dollars (\$50,000). Such bond must be deemed acceptable by the County and furnished upon notification by the appropriate authority and prior to Contract award. The surety bond, furnished by companies licensed to do business in the State of Tennessee, shall be for the initial Contract period, with extensions for each possible Contract renewal period.
- 3.5 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Collection Services for Knox County. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. Knox County reserves the right to make such changes after consultation with the vendor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.6 CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful vendor(s). The Contract must be voted on by the Knox County Board of Education and the Knox County Commission and receive a majority vote. The successful Vendor(s) may be required to be present at the full Board of Education and Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend meeting(s). The Knox County Procurement Division will draft this Contract and no vendor forms, (e.g.: Terms and conditions, service agreements, or other standard company forms) will be accepted as Contract documents or as Contract attachments. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.
- 3.7 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). 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 County's account to avoid any interruption of service.
- 3.8 EVALUATION CRITERIA:** Each proposal will be reviewed and evaluated as to how well it meets the requirements of the RFP and meets the needs of Knox County and Knox County Schools. The evaluation process will not provide credit for any capabilities or advantages the proposed system may have which are not clearly shown in the proposal. This proposal will be evaluated using the following criteria:
- | | |
|---|-----------|
| Proposer and Staffing Qualifications/Experience | 45 points |
| Proposed Cost | 30 points |
| Proposed Services | 25 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.
- 3.9 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer(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 which is in the best interest of Knox County.

- 3.10 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 Section V, Tab IX 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.
- 3.11 FINANCIALS:** Upon request, Proposers **must** provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Knox County Procurement Officials.
- 3.12 INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof 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 the Notification of Intent to Award, the successful vendor(s) will be required to submit a Certificate of Insurance (COI) with the specified coverage and naming Knox County as additional insured. It shall be the successful proposer's responsibility to keep a current COI on file with Knox County Procurement at all times.
- 3.13 INTERPRETATION:** No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.14 NEGOTIATION:** Knox County may select a successful proposer(s) on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until a Contract has been executed or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.
- 3.15 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 resulting Contract from this solicitation without the prior written approval of Knox County.
- 3.16 NO CONTACT POLICY:** After the date and time that the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.17 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for closing the Request for Proposal.
- 3.18 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.19 PRICING:** Vendors are to quote a firm fixed price for the next twelve (12) months. At renewal time, the vendor(s) may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor(s) may:

3.19.1 Continue with the existing prices;

3.19.2 Request a lower price increase;

3.19.3 Not accept the renewal offer.

If a price increase is approved by Knox County and the Knox County Schools, the approval notification will be done in writing and the vendor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

- 3.20 PROPOSAL CONTENT:** The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
- 3.21 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.
- 3.22 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.
- 3.23 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.
- 3.24 QUALIFICATION OF PROPOSERS:** Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Procurement Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.25 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 3.26 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as 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.
- 3.27 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time on December 1, 2022**. Submit questions as noted in Section 1.1. Questions received after this date and time will not be answered.
- 3.28 TENNESSEE REGISTRATION:** The successful proposer must be registered to do business in the State of Tennessee.
- 3.29 USAGE:** For Fiscal Year 2020 the Knox County Schools Child Nutrition Department had about 4,500 student meal accounts that combined were over \$168,000.00 in arrears. However, Knox County does not guarantee usage. Under no circumstances should proposers construe this number as guarantee of the cases to be assigned. The number of cases may be higher or lower, depending on need and procedures set forth by the Superintendent of Knox County Schools for collection of debt.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** Knox County requests proposals from organizations that are actively engaged in and have extensive experience in collection of unpaid and delinquent accounts. The types of accounts that shall be turned over for collection are school meals accounts that are significantly in arrears.

The Knox County Schools shall determine which accounts are to be assigned to the successful proposer for collection. The Knox County Schools shall forward accounts based upon policy and procedure of meal debt collection at the end of the fiscal year (June 30) to a collection agency selected pursuant to the provisions of the

Tennessee Code Annotated (T.C.A.) which the agency shall resort to the proper legal methods of collection. The first round of collections will be placed the Summer of 2023.

If permitted by Collection regulations, Knox County is open to alternative means of communication with delinquent persons by text or email.

Agency costs incurred in the collection of said accounts and any interest and penalty charges, allowable by law, shall be included in the amount collected.

4.2 PROJECT GOALS: Proposers shall submit a detailed operational plan which demonstrates an understanding of, and capability to assume responsibility for collection of delinquent accounts for the County.

The plan shall provide details of the methods used to maximize successful collections, including initiating and continuing collection attempts within guidelines set forth by Federal and State regulations regarding fair debt collection practices.

4.3 PROJECT REQUIREMENTS:

- 4.3.1 A foreign corporation other than a Tennessee corporation which is a party to this Contract must possess a certificate of authority from the Tennessee Secretary of State and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Tennessee State Statutes relating to foreign corporations.
- 4.3.2 The contractor(s) shall hold an active license for Collection Service Agency issued by the Tennessee Department of Commerce and Insurance.
- 4.3.3 The contractor(s) shall maintain a toll-free number for debtors to be able to contact the collection agency.
- 4.3.4 In the event of non-renewal of the Contract, the contractor(s) shall discontinue collection action as of the Contract expiration date. All referrals not completed and all monies due but not yet paid over at such time shall be transmitted to the County within fifteen (15) days after Contract expiration date. The contractor(s) shall apprise the County of the current status of each referral being returned. Any monies received by the contractor(s) on behalf of the County after the contract termination date shall be forwarded immediately and shall not be subject to collection fees of any kind. A surety bond (see Section 3.4) shall be requested and shall be released as soon as possible after the County has determined that the contractor(s) has no further liability under the terms of the Contract.
- 4.3.5 The contractor(s) shall be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent regulations, municipal, county, state and federal laws and assume liability for all applicable taxes.
- 4.3.6 Contractor shall provide routine, detailed account information to the Court on a monthly basis, including last known address and any other information that will aid in future collections of the account.
- 4.3.7 Recognizing that the successful performance of the Contract is dependent upon favorable response from the users, the contractor(s) shall regularly contact the Knox County Schools to effect adjustments in operations and cooperate at all times to maintain maximum efficiency and good public relations.
- 4.3.8 The contractor(s) shall not engage the services of any person employed by the Knox County Schools, including any department, commission, or board thereof without written consent of the Knox County Schools.

4.4 TECHNICAL SPECIFICATIONS:

- 4.4.1 The contractor(s) shall accept accounts placed by the County under terms of this agreement and shall use its best efforts to collect said accounts utilizing means legal, necessary, and proper.
- 4.4.2 The County shall compile and provide to awarded vendor(s) information needed for collection. Further, the County shall make its own efforts at collection and written demands prior to turnover and shall inform the debtor of the consequences of his/her failure to make payments.
- 4.4.3 The successful contractor(s) will be required to submit to the County regular monthly remittances and Summary Reports no later than fifteen (15) days following the month of collection. Summary Reports shall provide at a minimum, the following information showing collections activity by account name and number:

Monthly Account Placement Status Report

- Open placements at the beginning of the month
- New referrals by the County during the month
- Placements collected in full during the month

- Placements returned to the County
- Open placements at the end of the month

Monthly Collection Report

- Amount received
 - Amount of interest accrued
 - Amount of collection cost retained
 - Amount due to Schools including accrued interest
 - Balance of amount to be collected
 - Amount of monies collected by the schools and percentage and/or fee owed to the Contractor
- Proposers must provide sample Summary Reports in Section V, TAB VI.

- 4.4.4 The contractor(s) shall not initiate legal proceedings on an account without prior authorization by the Knox County Schools. All attorney fees, court costs and other expenses incurred with legal collection proceedings authorized by the County shall be borne by the contractor(s).
- 4.4.5 Accounts may not be compromised and/or settled by the contractor(s) except pursuant to specific written approval from the County on a case-by-case basis.
- 4.4.6 At the County's request, and without fee or penalty to the County or debtor, vendor(s) shall suspend action on any account, either temporarily or permanently, and/or return said accounts to County.
- 4.4.7 The County shall not pay any fee based upon a collection resulting from a County-initiated collection action which shall include, but not necessarily be limited to, garnishment, levy or certification.
- 4.4.8 In the event an account is reduced or canceled by the Schools, no collection fee shall be due the contractor(s) for the amount of reductions or cancellations.
- 4.4.9 Any amounts received by the contractor(s) that are in excess of that which is due and payable are overpayments and shall be forwarded to the County in full with an explanation that the amount is an overpayment. The contractor(s) shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.
- 4.4.10 Contractor(s), with County's authorization specified in this agreement, shall endorse "For Deposit Only" all payments to County which are made out to contractor(s).
- 4.4.11 Records developed as a result of an agreement are County records and subject to access, scheduling, audit and disposition approved by the County. The contractor(s) shall not, without written authorization by the County, disclose publicly said records. The contractor(s) understands that the information obtained in the performance of this agreement is confidential and may only be shared with the designated employees of the County or Schools personnel on a need-to-know basis only.
- 4.4.12 Contractor(s) acknowledges the privacy rights of debtors and shall act in full compliance with all federal and state privacy laws when releasing information concerning debtor to any credit bureau.
- 4.4.13 In addition to the insurance requirements listed on the attached checklist, the Contractor(s) will carry Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of E&O insurance must be submitted with your COI and must be maintained for the life of the contract.
- 4.4.14 The Contractor(s) shall be a member of the American Collectors Association.
- 4.4.15 The Contractor(s) shall follow the applicable provisions of federal, state, and local laws specific to collections operations in local school systems.

4.5 ACCOUNTING, REMITTANCES AND PAYMENTS:

- 4.5.1 The Contractor(s) shall maintain complete and accurate records of collection service transactions in accordance with generally accepted accounting principles and shall keep in a safe place all such financial records and statements pertaining to the collection agency services operations for the County for a period of three (3) years from the final payment under this agreement.
- 4.5.2 The Contractor's accounting control and records of reported collection services shall be used as the basis to verify charges payable to the contractor(s).
- 4.5.3 All records pertaining to the operations of this collection agency service shall be open for inspection and/or audit by the County at any or all reasonable times.
- 4.5.4 On request of the County, the Contractor(s) shall meet with the County and review each invoice, explain charges, discuss problems, and mutually agree on courses of action which may be required to provide improved control and/or service.
- 4.5.5 The Contractor(s) shall remit all collections and accrued interest, including those made the last day of the

monthly reporting period, to the County by the 15th day after the end of the monthly reporting period. If separate reporting is desirable for second placement accounts, the remittance and reporting period shall be as directed by the County and may be other than indicated above.

4.6 PROPOSED SERVICES: It is the purpose of this Request for Proposal to obtain complete data from each contractor to enable the County to determine which contractor can best serve all of the criteria which are to be considered in the award of a Contract. To this end, each contractor shall furnish a complete description of capabilities in the field of collection agency service operations as part of the proposal package.

Included shall be the following:

- 4.6.1 Name and address of operating company
- 4.6.2 History of your agency, key members of management / collection team, including the makeup of the agency and any experience with municipal or county accounts.
- 4.6.3 Provide a list of geographic territories in which your agency has collections.
- 4.6.4 The duration and extent of service experience.
- 4.6.5 Please specify your calling hour practices, (e.g. 7:00 am until 9:00 pm)
- 4.6.6 The designation of two (2) individuals of your agency who shall be responsible for the account of the County as detailed in Section 3.7. (It is expected that although many company branches may process accounts for the County, two (2) individuals shall be available for contact in the event of any problems with the operation of the agreement.)
- 4.6.7 An overview of the collection systems utilized by the contractor in respect to the following conditions:
 - a. The extent to which collection attempts shall be made based on the dollar value of the account and the type of attempt that shall be made (e.g. collection letter, telephone contacts, litigation). Method of documenting collection attempts.
 - b. Detailed samples of the kinds of reports provided to clients. If none, so indicate.
- 4.6.8 The County must be able to access account information via the internet.
- 4.6.9 Whether litigation capability exists within the contractor's company or whether litigation is to be handled on a referral basis. The proposal shall provide information illustrating the procedures normally employed by the company's attorney(s) in the collection process. Litigation procedures are subject to approval by the County attorney and the Clerk.
- 4.6.10 **Proposers must report to one of the major national firms.** Please specify what national credit reporting repositories your organization reports unpaid accounts to.
- 4.6.11 Please specify your organization's policy or procedures on complaint handling.
- 4.6.12 Sample of all forms/correspondence to be used for collection. The Itemized Fee Schedule is required for the full servicing of the accounts, including litigation. This fee structure should take into consideration the probability that the value of accounts range upwards from twenty-five dollars (\$25.00). If the fee depends on volume or value of the accounts, the procedures for determining such fee must be provided, and shall be in accordance with Tennessee Code Annotated (T.C.A.) § 40-24-105.
- 4.6.13 Sample of an itemized invoice.
- 4.6.14 A statement furnishing the name of insurance carrier and liability limited. The County will require being named as additional insured during the duration of the Contract.
- 4.6.15 Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- 4.6.16 Is your company currently under consideration for a merger. If so, please elaborate including with whom and timeframe.
- 4.6.17 Has your company ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- 4.6.18 Such other information including any unique services offered as the contractor deems pertinent for consideration by the County.
- 4.6.19 The contractors shall furnish and include the above data with the Proposal. Statements are required to be complete and accurate. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal or cancellation of resulting Contract.
- 4.6.20 The contractor(s) shall be required to introduce themselves at any public meetings if requested.

SECTION V PROPOSAL FORMAT

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- Page numbers should be placed on bottom center of pages.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. Do not submit spiral bound or glued responses.
- Please submit one (1) marked original and two (2) exact copies.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.

TAB I SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB II PROPOSER INFORMATION

Company Name, address, and telephone/fax numbers

Proposer's e-mail address

Contact name(s) and telephone number(s)

Proposer's Vendor Number as assigned by Knox County

Knox County Business License (if applicable)

Registration to do business in the state of Tennessee

Employer Identification Number (EIN)

Company history

Will you accept Electronic Commerce Cards as payment as detailed in Section 1.15?

Financials as detailed in Section 3.11

Copy of license for Collection Service Agency issued by the Tennessee Department of Commerce and Insurance as detailed in Section 4.3.2

Copy of your member's certificate of the American Collectors Association as detailed in Section 4.4.14

Copy of all applicable licenses

TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

Proposers are to acknowledge receipt of any addendum(s) for this proposal.

TAB IV PROPOSER AND STAFFING QUALIFICATIONS/EXPERIENCE

Proposers are to detail, in narrative form, the Company's experience relating to the services requested in this RFP. Proposers shall also detail the staff that will be associated with the delivery of services for Knox County's account. Please include resumes, professional certifications and licenses and all relevant information with the proposal. Proposers must provide number of years of experience in providing the required products and/or services and furnish a statement on the extent of any corporate extension. Failure to include this information may be just cause for rejection of proposal. Proposers should detail any all experience providing this service in the State of Tennessee.

TAB V PROPOSED COSTS

Provide an Itemized Fee Schedule for full servicing of the accounts, including litigation as detailed in Section 4.6.12. The procedures for determining the fee must be provided if the fee depends on the volume or value of the account(s). Please list the cost of the Surety Bond, as detailed in Section 3.3, separately.

TAB VI PROPOSED SERVICES

In narrative form, describe the detailed operational plan and address the criteria listed in TAB IV. Include a preliminary work plan, timetable, and project management plan. Also, include any alternative innovative approaches to achieving the requirements.

Proposers are to describe the support and maintenance plan they plan to implement with Knox County. This includes, but is not limited to, on-site and off-site support.

Provide sample Summary Reports in this Section.

TAB VII AFFIDAVITS AND CHECKLISTS

Proposers are to provide the Knox County Insurance Checklist, Iran Divestment Act, No Boycott of Israel Act, Criminal History Records Check, and the Non-Collusion Affidavit here.

TAB VIII EXCEPTIONS

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

TAB IX ADDITIONAL INFORMATION

Proposers may submit additional information regarding their Company and the services they offer. Proposers may include advertisements, letters of recommendation, awards etc.

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

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3346**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 21 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																		
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																		
YES	2.	EMPLOYERS LIABILITY	\$500,000 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="width: 20px; 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 style="text-align: right;">\$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)																																				
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 <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"></td> <td>CLAIM MADE</td> <td style="width: 20px; text-align: center;">X</td> <td>OCCUR</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td style="width: 20px;"></td> <td>POLICY</td> <td style="width: 20px; text-align: center;">X</td> <td>PROJECT LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>		CLAIM MADE	X	OCCUR					GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	X	PROJECT LOC					<table border="1" style="width: 100%;"> <tr> <td></td> <td style="text-align: right;">LIMITS</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS / AGGREGATE</td> <td style="text-align: right;">\$ 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
	CLAIM MADE	X	OCCUR																																		
GEN'L AGGREGATE LIMITS APPLIES PER																																					
	POLICY	X	PROJECT LOC																																		
	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																																				
NO	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																		
NO	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	\$3,000,000																																		
NO	10.	PROFESSIONAL LIABILITY	NOT TO BE EXCLUDED																																		
NO		ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																		
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																																		
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																		
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																		
YES	11.	MISCELLANEOUS E & O	\$1,000,000 PER OCCURRENCE/CLAIM \$3,000,000 AGGREGATE																																		
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	\$1,000,000																																		
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.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW.

Agency Name: _____ Authorizing Signature: _____

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

Proposer Name: _____ Authorizing Signature: _____

**ATTACHMENT B
REQUEST FOR PROPOSALS NUMBER 3346**

IRAN DIVESTMENT ACT

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

**Authorizing Signature: _____
(Sign in BLUE ink)**

NO BOYCOTT OF ISRAEL

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent 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 respondent 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)**

ATTACHMENT C
AFFIDAVIT OF COMPLIANCE
WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, § 49-5-413

(To be submitted with proposer 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 at Tennessee Code Annotated § 49-5-413, in effect at the time of this proposer 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: _____

**ATTACHMENT D
Non-Collusion Affidavit**

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, the firm that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2022.

_____ Title

My Commission expires _____