

The Procurement Division of Knox County, Tennessee will receive sealed Qualifications for the provision of **Auditing Services for CAC** as specified herein. Qualifications must be received by **2:00 p.m. on December 11, 2024**. Late Qualifications will be neither considered nor returned.

Please Deliver Qualifications to:

**Solicitation Number 3614
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

The Envelope must show the Company Name, Solicitation Number, Solicitation Name and Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865-215-5754. Questions may be emailed to robertmackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the solicitation closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate qualifications (those not equal to specifications) unless authorized by the Request for Qualifications (RFQ).
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud, waste, and abuse. To report potential fraud, waste, or abuse, you can file a report online via the internet by accessing <https://www.knoxcounty.org/audit/hotline.php>.

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

- 1.5 AWARD:** The result of this Request for Qualification may result in a contractual agreement. Any contractual documents will be created by Knox County. Knox County reserves the right to award on an all-or-none basis or to make a multiple award. Knox County also reserves the right to not award this solicitation.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

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

- 1.7 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.8 COPIES:** Knox County requires that responses be submitted as one (1) marked original and one exact copy. **Respondents must submit with their written response an exact electronic version of their qualifications in a flash drive format. Knox County requests this electronic copy version be in one (1) complete file.**

1.9 DECLARATIVE STATEMENTS: Any statement or words (i.e.: must, shall, will etc.) are declarative statements and respondents must comply with the condition. Failure to comply with any such condition may result in their qualifications being considered non-responsive and disqualified.

1.10 DELIVERY OF QUALIFICATIONS: Knox County requires vendors, when hand delivering qualifications, 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 qualifications delivered to any address or Suite other than the address and Suite listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Qualifications 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.

1.11 ELECTRONIC TRANSMISSION OF QUALIFICATIONS: Knox County's Procurement Division **will not** accept electronically transmitted submittals. Due to the nature of information requested, all submissions shall be in written format.

1.12 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.

1.13 INCURRED COSTS: Knox County will not be responsible for any costs incurred by the respondent in the preparation of their qualifications. Respondents should assess the requirements of the request and respond accordingly.

1.14 INTERPRETATION: No oral interpretation will be made to any respondent regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

1.15 NON-COLLUSION: Respondents, by submitting a signed statement of qualifications, certify that the accompanying qualifications are 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.

1.16 PAYMENT METHOD: Knox County utilizes two (2) methods of placing orders for products and services. The first is the use of Purchase Orders. These Purchase Orders will be issued from 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 E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their solicitation response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Vendors are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 POSSESSION OF WEAPONS: All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.18 PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.19 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective respondents to review the entire Request for Qualifications 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 procedures must be received in the Procurement Division no later than **November 25, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.20 SIGNING OF QUALIFICATIONS:** In order to be considered all Qualifications must be signed. Please sign the original in blue ink. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Solicitation document.
- 1.21 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.22 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.23 UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier’s decision regarding deliveries during any unforeseen circumstances.
- 1.24 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 qualified vendors list for twenty-four (24) months.
- 1.25 VENDOR PRESENTATIONS/INTERVIEW:** Knox County may require respondents to give oral presentations/interviews in support of their submittal, or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all respondents, or the highest rated respondents. In this case, the evaluations may be revised based on additional information received during presentations.
- 1.26 VENDOR REGISTRATION:** Prior to the opening of this RFQ, **ALL RESPONDENTS** 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 qualifications. 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.
- 1.27 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 five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring, or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive process.
- 2.8 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, Qualifications, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance, or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Qualifications, (3) Vendors response to Request for Qualifications, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its proposal or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' 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.
- 2.23 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 these specifications is to set forth and convey to prospective vendors the general type, character and quality of Auditing Services desired by Knox County and the Knoxville/Knox County Community Action Committee (CAC). Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

- 3.2 ACCEPTANCE:** Contractors are advised that neither the signing of delivery receipts nor the payment of an invoice necessarily constitutes acceptance of product or installation. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services and/or locations to this agreement or delete goods and/or services and/or locations as required. Knox County shall negotiate with the successful vendor any changes to the agreement.
- 3.4 AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for three (3) one-year periods, one (1) year at a time, for a total of four (4) years. The renewal option is at the discretion of Knox County and CAC. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services/items from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 AWARD PROCEDURES:** The award procedures of this proposal will be as follows:
- 3.5.1 Evaluation of submittals using the criteria listed
 - 3.5.2 Issuance of a Notice of Intent to Award/unsuccessful notifications
 - 3.5.3 Negotiations for Pricing
 - 3.5.4 Contract documents negotiated, drafted and approved
 - 3.5.5 Contract approved by Community Action Committee (CAC)
 - 3.5.6 Contract Execution
- 3.6 CHANGES AFTER AWARD:** It is possible that after award Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.7 COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an e-mail confirmation.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules, and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.9 CONTACT PERSON:** Each vendor must list the name and address of the designated contact person to maintain service with this account during the term of the contract. Vendor must provide an organizational chart of their company hierarchy to include names, titles, and telephone numbers. Any changes with the contact personnel must be communicated with the County as expeditiously as possible.
- 3.10 DEVIATIONS FROM SPECIFICATIONS:** Knox County wishes to secure qualifications that best suit our needs. Vendors may submit more than one qualification response, accordingly, each response must state either; that it conforms exactly to or deviates from the specification. Knox County shall be informed of any deviations from these specifications. Deviations shall be clearly noted in Part V. Adequate information must be provided to allow Knox County to evaluate these exceptions.
- 3.11 EVALUATION:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgment as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, 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 submittals have been reviewed. The purpose of such discussions/interviews is to provide clarification and/or additional information, which is in the best interest of Knox County.

3.12 EVALUATION CRITERIA: To simplify the review process and to obtain the maximum degree of comparability, the RFQ must follow the outline described below and, at a minimum, contain the requested information. Additional relevant information is encouraged. Each RFQ should be prepared economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, concise, accurate and reliable presentation. Please avoid all redundancy. Ownership of all submittals shall belong exclusively to the Knox County Procurement Division.

- Prior Experience in Auditing Local Governments 25 Points
- Qualifications of Audit Staff, Including Consultants, to be Assigned to Audit:
 - a. Qualifications and Audit Team Makeup 25 Points
 - b. Overall Supervision to be Exercised over Audit Team by Firm's Management 10 Points
- Firm's Understanding of the Work to be Performed:
 - a. Audit Coverage, ie. Proposed Overall Plan to Complete Audit On Time 20 Points
 - b. Realistic Time Estimates of Program Section 10 Points
- Organization Size and Structure 10 Points

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

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

3.14 INTERPRETATION: No oral interpretation will be made to any vendor regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.15 INVOICING: All invoices shall be mailed in duplicate to Knox County CAC Transit, 2247 Western Avenue, Knoxville, TN. 37921. Invoices may also be emailed to transitfinance@cactrans.org.

3.16 NEWS RELEASES BY VENDORS: As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.17 NO CONTACT POLICY: After the date and time the Respondent receives this solicitation, any contact initiated by any Respondent 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 Respondent from this procurement transaction.

3.18 OPEN RECORDS ACT: Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this Request for Qualifications shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests. Submission of your qualifications will be an acknowledgement of this provision.

3.19 QUANTITIES: Knox County does not guarantee any quantities of items or services to be purchased. Items and services will be ordered on an as-needed basis.

3.20 REMOVAL OF VENDORS EMPLOYEES: The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. CAC may require that the successful vendor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of CAC.

3.21 REPRESENTATIONS OF CONTRACTOR: The Contractor represents and warrants that the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it.

3.22 SUBMIT QUESTIONS: Agencies may submit questions concerning this solicitation no later than **November 25, 2023 at 4:30 p.m. local time**. Submit questions as stated in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 BACKGROUND: The Knoxville-Knox County Community Action Committee (CAC) is a local public agency serving the community with a comprehensive range of federal, state, and locally funded programs. It is a part of the nation's premier network in building communities, servicing families, and advocating opportunities for low-income people. CAC promotes family self-sufficiency and independent living for low-income and other vulnerable people through caring and efficient delivery of needed services and the development of partnerships at all levels. Since 1964, when it was created by Knox County and the City of Knoxville, CAC has served to uphold its commitment: Helping People and Changing Lives. CAC is locally governed by a diverse group of citizens who represent the people served by CAC, low-income neighborhoods, government, and the community at large.

4.2 PROJECT OVERVIEW: Knox County and CAC are issuing this Request for Qualifications (RFQ) for the provision of Auditing Services from auditors who are qualified under Tennessee state laws and regulations, for the performance of a financial and compliance audit of all of CAC's funds and grant contracts of the local government in accordance with the requirements and laws of the State of Tennessee. This audit shall be for four (4) fiscal year audit periods beginning July 1, 2023 and ending June 30, 2027. CAC requests that the initial audit be completed by November 30, 2025, at the latest, for the July 1, 2023 through June 30, 2024 audit period.

The contract will be for a period of one (1) year with an option for three (3) one-year renewals at the sole discretion of the County, for a total of four (4) years. Services are expected to commence on January 1, 2025. The selection of an audit firm to provide the scope of the service described will not be made on cost but will be made based on the consideration of qualifications-related factors contained in this Request for Qualifications. However, in no event shall the maximum liability of the contract resulting from this Request for Qualifications exceed \$60,000.00 per audit period. **Any quantities stated herein are given for submission purposes only and are no guarantee of actual services to be requested.** Pricing for Auditing Services will be negotiated after award is made.

The respondent must bear all costs associated with the preparation of the qualifications and any oral presentation if required by Knox County.

4.3 SCOPE OF WORK: The auditor shall conduct the audit in accordance with *Government Auditing Standards* and requirements prescribed by the Comptroller of the Treasury, State of Tennessee. If applicable, the audit should be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and any other applicable federal management circulars.

4.3.1 The auditor shall, as part of the written audit report, submit to the CAC Board of Directors, a report containing an expression of an opinion that the financial statements are fairly presented, or an opinion qualified as to certain funds or items in the financial statements, a disclaimer of opinion and the reasons therefore, or an adverse opinion, and shall explain, in every detail, any unusual items or circumstances under which the auditor was unable to reach a conclusion. This report shall state that generally accepted government auditing standards have been followed in the audit.

4.3.2 The auditor's opinion shall be expressed on the opinion units identified in the AICPA Audit and Accounting Guide: *State and Local Governments*, as well as the additional requirements in the State of Tennessee Department of Audit's *Audit Manual*.

4.3.3 The auditor shall furnish ten (10) copies of the report to CAC. The auditor shall file copies of said report with the Comptroller of the Treasury, and with the appropriate officials of the granting agencies.

4.3.4 If a management letter or any other reports or correspondence relating to findings or recommendations are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no matters also not required by GAS or the comptroller's additional requirements to be disclosed in the findings found in the published audit report).

4.3.5 Pertinent data from the working papers shall be available for five years for reference, if requested by CAC.

4.3.6 Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters.

Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as

other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the CAC Board of Directors in writing of the need for such additional investigation and the additional compensation required, therefore. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the CAC Board of Directors and the auditor for such additional investigation.

4.3.7 An audit exit conference with those charged with governance will be conducted by the auditor in charge. At this time, the findings and recommendations regarding compliance and internal control shall be discussed. Those charged with governance shall have the opportunity to respond in writing to the findings. Responses shall be included in the audit report.

4.3.8 The records of CAC will not be removed from government offices except with expressed written permission of CAC.

4.3.8 All adjusting entries will be submitted to CAC in writing with sufficient explanation, so that they can be easily understood and properly posted to the financial records. Example: a listing of invoices charged to accounts payable supporting any adjusting entries.

4.3.9 CAC shall have closed and balanced all accounts and shall have prepared financial statements for all funds to be examined by the auditor, no later than April 1, 2025 for the July 1, 2023 through June 30, 2024 audit period.

SECTION V SUBMITTAL REQUIREMENTS

Interested firms are to use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of qualifications. Cost of preparation of qualifications is the sole responsibility of the respondent. Knox County requires that qualifications being submitted be one (1) marked original and one (1) exact copy. An electronic copy in one complete file, flash drive, is also requested.

Part I FIRM'S INFORMATION

Letter authorizing the submission of qualifications
Company name, address, telephone numbers
Knox County Vendor Number
Contact person, telephone number and email address
Federal Tax ID number
Copy of Knox County Business License (if applicable)

Part II EXPERIENCE

The following information is required:

- Nature and extent of the firm's governmental auditing experience.
- A copy of the audit firm's most recent external quality control review report should be provided to CAC.
- Qualifications of staff to be assigned to the work. Education, position in firm, and years and types of experience will be considered.
- Type and level of training provided to the firm's staff. Assurance that all audit staff assigned to the audit have obtained the necessary hours or continuing professional education required by *Government Auditing Standards*.

Part III QUALIFICATIONS

- A history of the firm, including present ownership and key management individuals. Describe anticipated or recent changes in overall corporate management and/or ownership.
- An organizational chart showing authority structure and depth of resources.
- List key personnel assigned to the Team. Include resumes and work history.

Part IV FIRM'S UNDERSTANDING OF THE WORK TO BE PERFORMED

- Detail the depth of your firm including capabilities and availability of personnel.
- Provide a transition plan if the assigned personnel were to leave or be re-assigned.
- Provide a list of expected activities to be undertaken and a brief description of each as it relates to the delivery of auditing services.

Part V ORGANIZATION SIZE AND STRUCTURE

- Provide a detailed list of current work, projected workload and availability of the personnel proposed for CAC.
- Availability of the auditor to CAC for specialized consultation and support assistance on sensitive or highly specialized issues.

Part VI ACKNOWLEDGEMENT OF ADDENDUM(S) RECEIVED

Part VII AFFIDAVITS, INSURANCE CHECKLIST, and LICENSES

- Please include copies of all licenses and certifications pertaining to your services.
- Respondents must return the Iran Divestment/No Boycott of Israel (Attachment A) with their response.
- Respondents must return the Insurance Checklist (Attachment B) with their response.

Part VIII ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR RESPONSE

Failure to provide the information may be considered by the selection committee as a negative factor in their decision-making process.

ATTACHMENT A
RFQ #3614
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after being duly authorized by the
Company so to do, makes oath that:

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

Signature

Title: _____

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

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Notary Public
My Commission Expires:

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
RFQ #3614
INSURANCE CHECKLIST**

The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE				COVERAGE LIMITS		
YES	1.	WORKERS COMPENSATION				STATUTORY LIMITS OF TENNESSEE		
YES	2.	EMPLOYERS LIABILITY				\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT		
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X				COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	
						BODY INJURY (Per -Person)		
						BODY INJURY (Per-Accident)		
						PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY					LIMITS	
			CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 1,000,000	
						FIRE LEGAL LIABILITY	\$ 100,000	
						MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000	
			POLICY	X	PROJECT	LOC	GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 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				\$ 1,000,000		
		PROFESSIONAL LIABILITY						
NO	10.		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		
NO	11.	MISCELLANEOUS E & O				\$500,000 PER OCCURRENCE/CLAIM		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT				\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)		
NO	13.	MOTOR CARGO INSURANCE						
NO	14.	GARAGE LIABILITY				\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE		
NO	15.	GARAGEKEEPER'S LIABILITY				\$500,000 COMPREHENSIVE \$500,000 COLLISION		
NO	16.	INLAND MARINE BAILEE'S INSURANCE				\$		
NO	17.	DISHONESTY BOND				\$		
NO	18.	BUILDERS RISK				PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.		
NO	19.	USL&H				FEDERAL STATUTORY LIMITS		

- 20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
- 21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE PROVIDED WITH EACH COI FOR THE LIFE OF THE CONTRACT.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE SOLICITATION NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED _____.

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

CONTRACTOR'S NAME: _____ AUTHORIZING SIGNATURE: _____

**ATTACHMENT C
RFQ #3614
AGENCY INFORMATION**

Knoxville-Knox County Community Action Committee

Budget: \$47,000,000

Accounting System	
Number of Funds	3
Number of component units (governmental, proprietary, trust and agency)	120
Checking accounts	4
Number of purchase orders	400/year
Number of checks written	15,000/year
Number of receipts	1,000/year
Payroll	
Number of employees	450
Frequency of payroll	Bi-weekly; 26 pay periods a year – Direct Deposit and Checks
Other Records	
Item	Volume