

The Purchasing Division of Knox County Tennessee will receive sealed proposals for **Real Estate Services** as specified herein. Proposals must be received by 2:00 p.m. on **December 29, 2015**. Late proposals will not be considered nor returned.

Mail or Deliver Proposals to:

Proposal Number **2304**
Knox County Purchasing Division
Knox County Central Building
1000 North Central Street
Suite 100
Knoxville, Tennessee 37917

The Proposal Envelope Must Show The Proposal Number, Name And Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Tom Seagle, CPPB, at 865.215.5603. Questions may be faxed to 865.215.5778 or emailed to tom.seagle@knoxcounty.org. Information about the Knox County Purchasing Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/purchasing.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Purchasing Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, who presents the service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or a multiple award. The evaluation criteria are listed in Section 3.8. Knox County also reserves the right to not award this proposal.
- 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 be submitted as one (1) marked original and two (2) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in a single file in a CD-ROM or flash drive format.**
- 1.8 COOPERATIVE PURCHASING:** Proposers must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 1.9 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.10 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, CPPB, Business Outreach Administrator, or Lori Holmann, Coordinator of Business Outreach
Knox County Purchasing Division
Telephone: Diane Woods 865.215.5760, Lori Holmann 865.215.5757, Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org or lori.holmann@knoxcounty.org

1.11 ELECTRONIC TRANSMISSION OF PROPOSALS: Knox County's Purchasing Division **will not** accept electronically transmitted proposals. All proposals must be mailed or delivered by hand in hard copy format.

1.12 HOW TO DO BUSINESS: Knox County utilizes a web-based purchasing software system, "Knox Purchasing On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, proposals and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments.

In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/purchasing, register as a vendor in our on-line purchasing system, "Knox Purchasing On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Purchasing Division Representative listed in subsection 1.1 of this document.

1.13 MULTIPLE PROPOSALS: Knox County will consider multiple proposals that meet specifications.

1.14 NON-COLLUSION: Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 PAYMENT METHOD: Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Purchasing 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 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 be able to accept Credit Card (VISA) as a form of payment on equipment purchased from the resulting contract. Proposers are prohibited to charge Knox County any type of merchant/administrative fees from their financial institution to accept this type of payment.

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

1.17 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.

1.18 PROPOSAL DELIVERY: Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for proposals delivered to any address other than the one listed at the top of this solicitation. The time clock in the Purchasing Division shall serve as the official record of time.

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

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

- 1.19 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.19.1** Be submitted on recycled paper
 - 1.19.2** Not include pages of unnecessary advertising
 - 1.19.3** Be made on both sides of each sheet of paper
- 1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposers to review the entire Request for Proposal (RFP) packet and to notify the Purchasing Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Purchasing Division by **4:30 p.m. local time on December 18, 2015**. These requirements also apply to specifications that are ambiguous.
- 1.21 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 proposal document.
- 1.22 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.23 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.
- 1.24 USE OF PROPOSAL FORMS:** Proposers are to complete and return the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.25 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should 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 Proposers list for twenty-four (24) months.
- 1.26 VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Purchasing Division. Please register on-line at our website at www.knoxcounty.org/purchasing and click on “Online Vendor Registration.” Proposers must be registered with the Purchasing Division prior to submitting their proposal.
- 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 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 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 proposals.
- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 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.
- 2.14 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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.

- 2.15 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) Vendor's Response to Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.16 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 set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 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.
- 2.18 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.
- 2.19 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 Purchasing Division.
- 2.20 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.21 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 AWARD STATUS:** Knox County intends to issue a one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor. Award will be based on Best Value. Best value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS / DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand.
- 3.4 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Real Estate Broker Services for Knox County. Additional services may be added only after written authorization is given by Knox County Purchasing. 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 vendor(s) if they will lower the cost to Knox County and/or provide improved service.

- 3.5 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.6 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.
- 3.7 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful proposer. The Knox County Purchasing 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. Proposers are hereby cautioned that no contract shall be binding on Knox County unless signed by the County Mayor, as appropriate.
- 3.8 EVALUATION CRITERIA:**
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|--------------|---------------------------------------|-----------|
| 3.8.1 | Fee Schedule | 35 points |
| 3.8.2 | Qualifications | 35 points |
| 3.8.3 | Relevant References | 15 points |
| 3.8.4 | Business Capabilities, and Experience | 15 points |
- Proposers are advised that these criteria are edified by all of the criteria contained or asked for herein.
- Please note that all financial documentation submitted by proposer will be reviewed and evaluated by County Accountants and ranked accordingly.
- 3.9 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.10 EXCEPTIONS TO SPECIFICATIONS:** Offerors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.
- 3.11 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.12 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project.

Upon notification of intent to award, the successful vendor shall be required to submit a certificate of insurance showing the specified coverage and listing Knox County Government as additional insured. The successful vendor must maintain the required insurance coverage with no lapse in coverage. If found to have a lapse in insurance coverage the vendor may be immediately terminated and disbarred from doing business with Knox County and Knox County Schools.

- 3.13 LICENSING:** The successful vendor must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO PROPOSAL REJECTION.**
- 3.14 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 resultant contract from this solicitation without the prior written approval of Knox County.
- 3.16 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 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 Purchasing Division **prior** to the time set for the closing of proposals or unless the County fails to accept within one hundred twenty (120) days after the date fixed for closing the Request for Proposal.
- 3.18 PRICING:** Knox County will work with awarded Vendor(s) to determine documentation required to confirm pricing during the Contract term. There shall be no additional charge for providing this documentation.
- 3.19 PROPOSAL EXPENSES:** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to Knox County.
- 3.20 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon inclusion of the Contract on the County Commission agenda, all submissions will be made public and open for viewing. Interested individuals may call the Purchasing Division to schedule a time to review the submissions.
- 3.21 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.
- 3.22 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.23 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.

- 3.24 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.
- 3.25 PROPOSER INTERVIEWS:** Knox County reserves the right to request proposers to demonstrate their capabilities displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.
- 3.26 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 3.27 QUALIFICATION OF PROPOSERS:** Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing 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 Purchasing Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.28 QUANTITIES:** Knox County does not guarantee any quantities of services to be purchased. Knox County will purchase these services on an as-needed basis.
- 3.29 REFERENCES:** Vendors must submit a list of three (3) business references with whom you have performed this type of service within the past five (5) years. Show the name of the agency or institution, person to contact, their telephone number, their fax number, their email address and the nature and size of the contract. Do not list Knox County Government as a reference.
- 3.30 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.
- 3.31 SUBMIT QUESTIONS:** The deadline for questions regarding this RFP shall be **4:30 p.m. local time on December 18, 2015**. All questions must be in writing and sent as directed in Section 1.1. All questions will be answered in written Addenda by December 11, 2015. Proposers are hereby cautioned that nothing stated verbally shall have any contractual implications.
- 3.32 THIRD PARTY CONTRACTORS:** Vendors whom submit a proposal and plan on using a third party for providing any service for their proposal, must explicitly let Knox County know beforehand. Vendors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third party Contractors.

SECTION IV SCOPE OF SERVICES

- 4.1 FEES:** Knox County will not pay a commission as part of any real estate transaction nor will Knox County agree to or sign a "Confirmation of Agency Status" or similar form. Knox County intends to compensate the successful proposer per the proposed fee schedule in Section 5.6.
- 4.2 KNOX COUNTY CODE:** The Knox County Purchasing Regulations states all real property must be sold via sealed bid/proposal or public auction. Negotiated Sale is used only as a last resort, thus Knox County will not use listing services. However Knox County may enlist marketing or advertising services when selling real property.
- 4.3 REQUIREMENTS:** Knox County is seeking proposals from real estate brokerage firms and/or agents to provide real estate services. The successful contractor shall, on an as needed basis, provide support to Knox County in performing the following responsibilities:

- 4.3.1** Assist Knox County with obtaining real property which may include open or undeveloped land, developed sites, or existing facilities for purchase, lease, or lease/purchase, and other services as necessary to complete these transactions. The services may include assistance in disposal of surplus properties. These services include but are not limited to the following:
- a.** General real estate consulting services, developing strategies for sale of real estate properties, including Marketing/Advertising and needs assessments
 - b.** Willing seller activities
 - c.** Negotiated purchases
 - d.** Due diligence, including site inspection, surveys and appraisals
 - e.** Responsible for writing standard real estate contracts
 - f.** Title and closing facilitation services
 - g.** Leasing of office space, industrial, and retail properties
 - h.** Represent Knox County in any real estate transactions
 - i.** Providing additional support as deemed necessary for acquiring and disposing of real property
- 4.3.2** The Proposer will certify that its representation of Knox County does not constitute a conflict of interest with any other client which the Proposer represents, and the Proposer will not undertake any future representation which would present such a conflict of interest. Knox County will not execute a waiver of any such conflict.

SECTION V INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposers must complete all attached forms and shall submit the requested information in the format listed below. Use the numbers and titles below when providing additional information.

PART I **PROPOSER INFORMATION:** Name, address, contact person, e-mail address of contact person, telephone number, fax number, employer identification number (EIN), Knox County vendor number, Knox County business license (if applicable), State of Tennessee Sales Tax Number (if applicable), letter authorizing the proposal. An official who is authorized to bind the applicant must sign proposals, and proposals shall remain binding for one hundred twenty (120) days after the closing date of this RFP. It is suggested that mailed proposals be sent by certified or registered mail, return receipt requested. Knox County shall not be responsible for late deliveries of proposals by commercial carriers even if there is proof of adequate pick-up.

PART II **NARRATIVE:** Include a brief, descriptive narrative indicating the proposer's qualifications to deliver the services sought under this RFP and a brief description of the proposer's background and organizational history. Include information regarding all designations, certifications, licenses, etc.

PART III **BUSINESS CAPABILITIES:** Include a detailed explanation of experience relating to services required by this RFP and other business or work experience for a minimum of the last five (5) years. List the number of years in business, location of offices, and a description of the proposer's organization's number of employees, longevity and client base. Please list the reasons you believe your firm should be selected to provide professional real estate services to Knox County. List your current and projected workload; ability and capacity to perform the services in a timely manner; methodology/strategy to be used; innovative ideas/approaches and cost savings ideas and methods.

PART IV **BUSINESS REFERENCES:** Furnish three (3) business references with whom you have performed this type of service within the past five (5) years that are not related to applicant by blood or marriage. Provide names, addresses, telephone numbers and a current email address; a brief description of work satisfactorily completed with location and dates of contracts. Use attached form.

PART V **FEE SCHEDULE:** Provide a rate schedule for the purchase and/or sale of real property to include the following:

- Flat fee for serving as Knox County's representative as a Buyer's Agent or Leasing Agent (if lease, compensation determined by total lease amount).
- \$0-100k sales/lease price _____
- \$100,001 – 250,000 sales/lease price _____
- \$250,001 – 500,000 sales/lease price _____
- \$500,001 – 750,000 sales/lease price _____
- \$750,001 – 1,000,000 sales/lease price _____
- Over \$1,000,001 sales/lease price _____

Consulting Fee and Expenses

- Leasing Property per hour _____
- Residential Property per hour _____
- Commercial/Industrial per hour _____
- Expense markup _____ %

State any other cost Knox County may anticipate relating to the real estate services to be provided.

State any additional anticipated categories and/or costs associated with the tasks (e.g.: court preparation, secretarial time).

Briefly explain the process and methods you use to minimize costs.

PART VI **LICENSES AND CERTIFICATES:** Include a copy of all licenses, designations and certificates relating to this proposal.

PART VII **COOPERATIVE PURCHASING:** Proposers must state if other government agencies in Tennessee may purchase these services as detailed in section 1.8.

PART VIII **INSURANCE CHECKLIST:** The attached insurance checklist must be signed by the vendor and their insurance agent must sign the attached insurance requirement form and submit it with their proposal.

PART IX

COPIES: Knox County requires vendors to **submit one (1) original (marked) and two (2) exact copies** of their proposal. **Proposers must submit with their written response an exact electronic version of their proposal in a single file in a CD-ROM or flash drive format.**

BUSINESS REFERENCES FOR RFP 2304 FOR REAL ESTATE SERVICES

The following references can confirm the information provided in the Proposal

Reference 1

Name: _____

Address: _____

Telephone: _____

Phone Number _____ Fax Number _____

Email address _____

Brief description of work and location _____

Dates of Contract _____

Reference 2

Name: _____

Address: _____

Telephone: _____

Phone Number _____ Fax Number _____

Email address _____

Brief description of work and location _____

Dates of Contract _____

Reference 3

Name: _____

Address: _____

Telephone: _____

Phone Number _____ Fax Number _____

Email address _____

Brief description of work and location _____

Dates of Contract _____

**KNOX COUNTY PURCHASING DIVISION
INSURANCE CHECKLIST
RFP NUMBER 2304**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

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.	<div style="text-align: center;"> AUTOMOBILE LIABILITY <table border="1" style="margin: auto;"> <tr> <td style="width: 30px; text-align: center;">X</td> <td style="width: 150px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 30px;"></td> </tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table> </div>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 30%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)												
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YES	4.	<div style="text-align: center;"> COMMERCIAL GENERAL LIABILITY </div> <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 40%;"></td> <td style="width: 10%; text-align: center;">CLAIM MADE</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">OCCUR</td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">POLICY</td> <td style="text-align: center;">X</td> <td style="text-align: center;">PROJECT</td> <td style="text-align: center;">LOC</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 style="width: 70%;"></td> <td style="width: 30%; text-align: center;">LIMITS</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																		
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																		
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																		
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																		
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																																		
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NO NO NO NO	10.	<table border="1" style="width: 100%;"> <tr> <td style="width: 30px;"></td> <td>ARCHITECTS & ENGINEERS</td> </tr> <tr> <td></td> <td>ASBESTOS & REMOVAL LIABILITY</td> </tr> <tr> <td></td> <td>MEDICAL MALPRACTICE</td> </tr> <tr> <td></td> <td>MEDICAL PROFESSIONAL LIABILITY</td> </tr> </table>		ARCHITECTS & ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> <td style="width: 30%;"></td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM		\$2,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM																			
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Yes	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																		
NO	13.	MOTOR CARGO INSURANCE																																			
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																		
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																		
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																		
NO	17.	DISHONESTY BOND	\$																																		
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																		
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																		

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

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED _____.

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

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE.

PROPOSER'S NAME: _____ **AUTHORIZING SIGNATURE:** _____