

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for the provision of **Legal Services for the Knox County Retirement and Pension Board Office** as specified herein. Qualifications must be received by **2:00 p.m. on July 16, 2024**. Late Qualifications will be neither be considered nor returned.

Deliver Qualifications to:

**RFQ Number 3571
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 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 <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.**
- 1.3 AWARD:** Award will be made to the most responsive, responsible respondent meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of the Knox County Retirement and Pension Board (KCRPB). KCRPB reserves the right to award this RFQ on an all-or-none basis, schedule basis or by multiple award. KCRPB reserves the right to not award this RFQ. Award will be made in accordance with the evaluation criteria specified herein.
- 1.4 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, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org
- 1.5 CONFLICT OF INTEREST:** Respondents 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.
- 1.6 COPIES:** Knox County requires that responses submitted by hand be submitted with one (1) marked original and one (1) exact copy. Respondents must submit with their written response an exact electronic version of their response in electronic format on a flash drive. **Knox County requests this electronic copy version be in one (1) complete file. Do not include multiple files on the flash drive.**

- 1.7 **DECLARATIVE STATEMENT:** 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 will result in their submittal being non-responsive and disqualified.
- 1.8 **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Due to the nature of this RFQ, the Knox County Procurement Division will **NOT** accept electronically transmitted responses through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.
- 1.9 **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.
- 1.10 **INCURRED COSTS:** Knox County/KCRPB will not be liable in any way for costs incurred by any respondent in the preparation and submission of its submittal in response to this RFQ, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.11 **NO CONTACT POLICY:** After the date and time that the firm receives this solicitation, any contact initiated by any firm with any Knox County or KCRPB representative, other than the Procurement Division representative listed herein, concerning this RFQ **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the respondent from this procurement transaction.
- 1.12 **NON-COLLUSION:** Respondents, by submitting a signed response, certify that the accompanying submittal 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.
- 1.13 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their RFQ response if the Vendor will accept the Knox County Credit Card (VISA) as a form of payment. Respondents are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.14 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.15 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.16 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Respondents must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. KCRPB will make the final determination as to the respondent's ability.
- 1.17 **QUALIFICATIONS DELIVERY:** Knox County requires vendors, when hand delivering qualifications, to time and date stamp the envelope before depositing it in the bid box. Knox County and KCRPB will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time.

Responses 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.

- 1.18 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that responses being submitted on paper shall:
- 1.18.1 Be submitted on recycled paper
 - 1.18.2 Not include pages of unnecessary advertising
 - 1.18.3 Be made on both sides of each sheet of paper
- 1.19 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective respondent to review the entire Request for Qualifications (RFQ) 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 qualifications or procedures must be received in the Procurement Division by **June 25, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.20 SIGNING OF SUBMITTALS:** In order to be considered, all responses **must be signed**. Please sign the original in blue ink. By signing the submittal, the respondent acknowledges and accepts the terms and conditions stated in the 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 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 and KCRPB that all their 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/KCRPB shall not be liable for any commercial carrier’s decision regarding deliveries during any unforeseen circumstances.
- 1.24 USE OF QAULIFICATION FORMS:** Respondents are to complete the qualifications forms contained in the RFQ package. Failure to complete the forms may result in rejection of your submittal.
- 1.25 VENDOR REGISTRATION:** Prior to the closing of this Request for Qualifications, **ALL RESPONDENTS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on “Online Vendor Registration.” Vendors must be registered with the Procurement Division *prior* to submitting their response. Neither Knox County nor KCRPB shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the RFQ closing time.
- 1.26 WAIVING OF INFORMALITIES:** KCRPB reserves the right to waive minor informalities or technicalities when it is in the best interest of KCRPB.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County and KCRPB reserve 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 the KCRPB without the prior written approval of the KCRPB.

- 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 the KCRPB.
- 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 the KCRPB 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, the KCRPB may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. KCRPB expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County or KCRPB shall constitute a waiver of any such rights or remedies. In the event of termination for default, KCRPB reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 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 form.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, response, 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 and KCRPB, their 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/KCRPB shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until KCRPB inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the KCRPB. The KCRPB 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 RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittals each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

- 2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County/KCRPB be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County/KCRPB 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 respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 **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 or KCRPB as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor 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) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 **REMEDIES:** County/KCRPB shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 **RIGHT TO INSPECT:** KCRPB reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its response 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:** Notwithstanding any other provision of this Contract to the contrary, KCRPB may terminate this Contract with or without cause, upon written notice of not less than sixty (60) business days. Upon termination, KCRPB will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of KCRPB.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give KCRPB at least a one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of this solicitation is to identify a partner who can provide Legal Services while maintaining open, timely, and consistent communication with the Knox County Retirement and Pension Board (KCRPB) and Executive Director in an environment that employs disciplined, efficient, and controlled routines. As context requires, companies submitting responses to this RFQ may be referred to as "Firm" or "Contractor."

- 3.2 ADDITIONS/DELETIONS:** KCRPB reserves the right to add goods/services or delete goods/services that have become obsolete in demand.
- 3.3 AWARD STATUS:** KCRPB intends to enter into an initial five (5) year contract. Upon the mutual agreement of the Contractor and KCRPB the agreement may be extended for five (5) additional years, one (1) year at a time. This may result in a total term, as extended, of ten (10) years. The renewal option is at the discretion of KCRPB. Should KCRPB desire not to renew, no reason needs to be given. KCRPB also reserves the right to terminate the agreement with sixty (60) business days written notice. KCRPB reserves the right to purchase these items/services from other sources if the need arises. KCRPB reserves the right to revoke the award if a pattern of unavailability arises with the vendor(s).
- 3.4 CHANGES AFTER AWARD:** It is possible that after award, KCRPB might change its needs or requirements. KCRPB reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Third Party Administrative Services for KCRPB. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. KCRPB reserves the right to make such changes after consultation with the vendor(s). Should additional reasonable costs arise, KCRPB reserves the right to consider accepting these charges provided the firm(s) can document the increased costs. KCRPB also reserves the right to accept proposed service changes from the firm if they will lower the cost to KCRPB and/or provide improved service.
- 3.5 CONTRACT EXECUTION:** The award of this RFQ will result in a Contract between KCRPB and the successful vendor(s). The Contract must be voted on by the Knox County Retirement and Pension Board and receive a majority vote. The successful Vendor(s) may be required to be present at the full KCRPB meeting to answer questions relating to the services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend meeting(s).
- 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 KCRPB account be handled efficiently and professionally. KCRPB 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 KCRPB account, the Contractor shall formally introduce the new contacts to KCRPB personnel. These contacts must be knowledgeable of the KCRPB's account to avoid any interruption of service.
- 3.7 EVALUATION CRITERIA:** This RFQ will be evaluated using the following criteria:

Qualitification/Experience (Response to TAB III and Exhibit A)	55 Points
Technical Services	45 Points

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

- 3.8 EVALUATION REVIEW:** Knox County and the KCRPB reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the KCRPB's judgment as to the appropriateness of an award to the best evaluated respondent. This information may be appended to the response 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 and the KCRPB shall have sole responsibility for determining a reliable source. KCRPB reserves the right to conduct written and/or oral discussions/interviews after the RFQ closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of the KCRPB.

- 3.9 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VI of the submittal.

Do not strike through or in any other way alter the RFQ. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

- 3.10 FINANCIALS:** Upon request, respondents **must** provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Knox County Procurement Officials.

- 3.11 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.
- 3.12 NEGOTIATION:** KCRPB may select a successful respondent on the basis of initial responses received without discussions. KCRPB reserves the right to enter into Contract negotiations with the highest-rated respondent. These negotiations will include, but not be limited to, cost of the service to be provided and any additional terms and conditions. If KCRPB and the selected firm cannot negotiate a successful agreement, KCRPB may terminate said negotiations and begin negotiations with the next highest-rated respondent. This process will continue until a Contract has been executed or all respondents have been rejected. No respondent shall have any rights against Knox County/KCRPB arising from such negotiations.
- 3.13 NEWS RELEASES BY VENDORS:** As a matter of policy, County/KCRPB 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 KCRPB.
- 3.14 OFFER WITHDRAWAL:** No response can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the closing of RFQ or unless the County/KCRPB fails to accept within 90 business days after the date fixed for closing the Request for Qualifications.
- 3.15 OPEN RECORDS ACT:** Knox County and KCRPB are subject to the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this Request for RFQ shall be open to the public for viewing and inspection and Knox County/KCRPB will comply with all legitimate requests.
- 3.16 ORAL PRESENTATIONS/INTERVIEWS:** KCRPB may require respondents to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. KCRPB reserves the right to request oral presentations and/or interviews during the initial evaluation phase. KCRPB also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.
- 3.17 PROHIBITION AGAINST DISSEMINATING INFORMATION:** Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of KCRPB.
- 3.18 QUALIFICATION OF FIRMS:** Each respondent may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director and/or KCRPB that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the respondent may also be required to show past history and references which will enable the Procurement Director and/or KCRPB to be satisfied as to the respondent's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
- 3.19 QUALIFICATIONS CONTENT:** The firm's response must thoroughly expound on the firm's understanding of how the proposed services will meet KCRPB's needs.
- 3.20 QUALIFICATIONS EVALUATION:** In evaluating the responses, KCRPB reserves the right to use any or all of the ideas from the responses submitted without limitation and to accept any part or all, of the successful response in selecting an operation which is judged to be in the best interest of the KCRPB. All material submitted becomes the property of KCRPB.
- 3.21 QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each respondent's name will be publicly read aloud. No further information will be given at that time. Evaluation of the responses will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.22 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County/KCRPB and make them available on request.

- 3.23 REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. References must be submitted on the attached Reference Form. Failure to provide references on the attached form will be considered during the evaluation process and may result in the references not being accepted and/or scored during the evaluation process. Show the name of the agency or institution, person to contact, their current telephone number, current e-mail address and the nature and size of the contract. Do not list any Knox County/KCRPB departments as a reference.
- 3.24 REJECTION OF SUBMITTALS:** Knox County/KCRPB reserves the right to reject any and all submittals received as result of this request and to waive any informality, technical defect or clerical error in any response, as the interests of the County/KCRPB may require. Non-acceptance of any responses will be devoid of any criticism of the response and of any implication that the response is deficient in any manner. Non-acceptance of any response shall be construed as meaning simply that the County/KCRPB does not deem the response to be acceptable or that another response was deemed to be more advantageous to KCRPB for the particular services proposed.
- 3.25 RESPONDENT OBLIGATION:** Respondent(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFQ. The failure or omission of a respondent to become acquainted with existing conditions shall in no way relieve the respondent of any obligations with respect to this RFQ or to the Contract.
- 3.26 SUBMIT QUESTIONS:** Prospective firms may submit questions concerning this solicitation until **4:30 p.m. local time on June 25, 2024**. Submit questions as noted in Section 1.1. Questions received after this date and time will not be answered.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** Knox County and the KCRPB are releasing this RFQ to solicit firms interested in performing the Legal Services listed in the **Scope of Services Addendum** attached hereto for its governmental Retirement Plans.
- 4.2 DESCRIPTION OF LEGAL SERVICES:** The following is meant to give an overview of Legal Services. The Retirement Plans Administered by the Board are as follows:
- | | |
|-------------------------------|--|
| 4 Defined Contribution Plans: | Asset Accumulation Plan – 401(a)
Sherrif's Total Accumulation Plan – 401(a)
Medical Expense Retirement Plan – 401(a)
Voluntary 457(b) |
| 3 Defined Benefit Plans: | Closed Teachers Plan
Closed Uniformed Officer Pension Plan
Closed Knox County Defined Benefit Plan |
| 1 Disability Plan | Knox County Employee Disability Plan – 501(c)(9) |

These services aim to ensure that the Board operates in accordance with the law, mitigates Board and staff member risks, protects the interests of Participants and beneficiaries, and effectively manages the Sytem's assets.

Scope of Services Addendum

1. Legal Compliance: Advising on local, state, and federal laws and regulations applicable to governmental retirement plans, including fiduciary duties, industry best practices, investment regulations, funding requirements, assumed rate of return limitations, and tax compliance. Ensure continued IRS qualified status of the § 401(a) plans and compliance with IRC § 457(b) and § 501(c)(9) for the Deferred Compensation and Disability Plans. Request IRS rulings where appropriate or advantageous.
2. Plan Document: Advising on Plan design; drafting Plan documents, Plan amendments/restatements, administrative policies and procedures, participant forms, correspondence with participants, beneficiaries, and regulators, in compliance with Board's directions and IRS and applicable state and Charter requirements. Draft, review, and amend Summary Plan Descriptions (SPDs). Counsel on permissibility and/or advisability of proposed Plan amendments considering state law limitations (e.g., Blackwell) and required adoption procedures.
3. Governance: Assisting with Board and Committee governance matters, such as standard practices, policies, and procedures, to ensure compliance with legal requirements and best practices, including those specific to Tennessee governmental entities. Advise on open meetings, public records, and records retention requirements. Review and respond to public records requests. Interaction with County Commission and other County officials on legal affairs. Draft presentations and recommendations for Board and Committees; review minutes and advise on recordkeeping. Advise on issues related to Board elections and procedures related thereto. Serve as a source for Retirement System institutional history.
4. Counsel: Serve as advisor to Executive Director, Chair and Committee Chair and Board members, on issues affecting System and Board, working closely with other consultants and advisors, staff, and County Officials. Provide on call availability (including nights, weekends, and holidays), as circumstances require. Advise on unique issues created by the Board's relationship with Knox County, a separate but related legal entity.
5. Meetings: Attend and actively participate in all Board meetings, Committee meetings, and work sessions scheduled by the Board, Commission, etc. related to the System. Assist Executive Director in preparing for meetings, including reviewing agendas, required notices, and drafting descriptions and/or explanations of agenda items. Prior to meetings, anticipate issues, review and comment on Investment Committee materials, Audit Reports, Actuarial Valuations, GASB Reports, Budgets, Impact Letters, etc. Prepare and administer oaths of office for new Board members.
6. Investment Management: Providing legal advice on investment strategies, asset allocation, due diligence, and investment advisor and investment manager selection and monitoring, while ensuring compliance with relevant laws and regulations. Participate in RFQ processes, as needed.
7. Contract Review: Drafting, reviewing and negotiating contracts and other agreements, including memoranda of understanding, with investment managers, service providers, vendors, and other governmental entities to protect the interests of the System.
8. Corrections: Counsel on corrections of Plan administrative, document, and benefit calculation errors and implementation of corrective actions, including communication with Participants regarding the same; interface with IRS as required; advise on maintenance and improvement of practices and procedures to avoid and discover errors and omissions and eligibility for IRS EPCRS self-corrections.
9. Audit: Assist in preparation for and responses to auditor's questions and comments; develop permissible remediation plans and corrective actions to address compliance issues identified on audit. Provide annual audit letter reporting material loss contingencies, if any.
10. Litigation and Dispute Resolution: Representing the board in efforts to avoid, and in, litigation, arbitration, or other dispute resolution processes, including disputes with employees, participants, beneficiaries, family members, service providers, vendors, taxpayers, or regulatory agencies. Draft and file answers, motions, orders, briefs, responses, subpoenas, etc., engage in relevant discovery, prepare witnesses, argue motions, participate in hearings, and conduct trials. Represent Board in administrative appeals beyond the Board level, including preparation of the official transcript. Advise on notice to insurance company and coordinate information as required. Keep the Board and Executive Director informed of litigation strategy and status; obtain and conform to Board directions on handling cases. Conduct executive sessions of the Board, as required. Review and respond to subpoena and document requests in outside litigation matters (e.g., employee divorce actions and probate issues).
11. Office and Employment Matters: As the Board is an independent entity within the County, advising on legal matters related to the office, including employment issues related to staff and consultants, including contracts, conflicts of interest, and code of conduct.
12. Benefit Administration: Providing legal guidance on pension and retirement benefits, eligibility criteria, calculation methodologies, and disputes related to benefit payments. Advise on interpretation of Plan documents. Counsel Executive Director, Committee, and Board members on Participant Appeals.
13. QDRO Administration: Draft and amend, as appropriate, QDRO procedures and related forms and instructions and review draft and final QDROs for compliance with the Plans, QDRO procedures, and applicable IRS regulations.

14. Plan Loans and In-Service Distributions: Provide guidance on administration and documentation of plan loan and in-service distribution provisions to ensure compliance with IRS regulations and plan-specific requirements.
15. Risk Management: Identifying and mitigating legal risks facing the Board, System and pension or retirement funds, including regulatory compliance risks, investment risks, and litigation risks, as well as insurance coverages. Assist with fiduciary insurance renewals.
16. Case law, Legislative and Regulatory Updates: Keeping the Board and Executive Director informed about case law, changes in laws, regulations, and court decisions that may impact the System's Plans, operations, or governance structure. Propose Plan amendments, where necessary, to comply with changes in applicable law.
17. Training and Education: Conducting orientation and training sessions or providing educational materials to Board members and staff on legal issues relevant to their roles and responsibilities.
18. County Programs: Assist and advise on coordination of Retirement/Disability Plans with other Knox County programs (e.g., voluntary reductions in force, medical supplement for Retirees, Retiree Medical and Dental benefits, reemployment procedures, etc.).
19. Operational Compliance: Advise on operational compliance with Plan documents; Assist with periodic internal compliance audits to identify any areas of non-compliance or operational deficiencies.
20. Recordkeeping: Maintain accurate and complete record of governance and compliance activities, including documentation of plan amendments, corrections, fiduciary decisions, and regulatory filings.
21. Service Provider Oversight: Assist in monitoring performance of third-party service providers to ensure they fulfill their contractual obligations and comply with applicable laws and regulations. Review service provider agreements to confirm they include appropriate compliance provisions and safeguards. Coordinate with and supervise other legal counsel retained to represent the Board, as needed.

SECTION V QUALIFICATION FORMAT

RFQ INFORMATION: The following guidelines shall be followed when responding to the Request for Qualifications. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the respondents. Knox County/KCRPB reserves the right to reject any responses for failure to comply with the requested response specifications. Knox County/KCRPB reserves the right to amend the Request for Qualifications by addendum prior to the final date of qualifications submission.

- Responses must be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued binders.**
- Please submit one (1) marked original and one (1) exact copy of both your response to this RFQ as well as a separate envelope for Fees and Expenses. Respondents must also submit one (1) digital copy on a Flash Drive. The electronic copy of your response shall be in one complete file. Do not include multiple folders on the electronic copy.
- Page numbers should be placed on the bottom center of pages.

RESPONDENTS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.
Each response must address all questions/statements listed in each tab completely.

Each section is to be separated by tabs.

TAB I CONSULTING FIRM INFORMATION (PASS/FAIL SCORING)

- Provide the firm's: name, address, website address, and number of years the firm has been in business.
- Describe the firm's form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, partnership, limited liability company) and provide the name, e-mail address, mailing address and telephone number of the primary contact for the firm.
- Provide a statement of whether there have been any mergers, acquisitions, or sales of the firm within the last five (5) years, and if so, and explanation providing relevant details.
- Provide a statement of whether there is any pending litigation against the firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the firm's performance in a contract.
- Provide a statement of whether, in the last ten (10) years, the firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, provide an explanation providing relevant details.
- Provide a statement of whether the firm, its consultants or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by Knox County) and, if so, the nature of that conflict.
- Provide a list of current projects on which the firm is committed and what services are being provided.

TAB II QUALIFICATIONS AND EXPERIENCE

- Provide a description of the firm's credentials to deliver the services needed for this project. Provide an overview of the firm's expertise with projects of similar type, complexity and scope. **(Maximum Score: 20 points)**
- Provide information on up to three (3) clients of similar type, scope, and complexity that have been completed within the last ten (10) years. The information for each client shall include specific details on the extent of services provided, the key personnel.
- Provide 3 references including contact name, address, telephone number, and current email address. The KCRPB may contact references given as well as any other source available. **(Maximum Score: 15 points)**
- Provide the resumes of key personnel who shall be assigned by the firm and key personnel of consultants to be used in this project addressing the qualifications of the proposed team members with particular emphasis on demonstrated knowledge and experience. The resumes shall detail each individual's title, years with the firm, education, licensing, professional credentials, current position with the firm or consultant, and similar project experience. **(Maximum Score: 10 Points)**
- Provide a matrix showing the relationship between the projects and the key personnel. **(Maximum Score: 10 points)**

TAB III **TECHNICAL SERVICES**

- Describe the firm's proposed approach. Identify unique capabilities that the firm brings to these projects. Explain how the firm will address the various elements that will be required to properly manage and record the activities of the KCRCB . **(Maximum Score: 30 points)**
- Provide an organizational chart for these projects illustrating lines of authority and specific staff proposed for these projects. The chart shall include the key personnel (firm and consultants) with their responsibility/duties identified in detail. Indicate the proposed Project Manager along with the percent of project work that will be completed by each staff person listed. **(Maximum Score: 15 points)**

TAB IV: **ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

TAB V: **ANY OTHER INFORMATION THAT WOULD ADD VALUE**

TAB VI: **ATTACHMENTS**

- Iran Divestment Act/No Boycott of Israel

TAB VII: **EXCEPTIONS**

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

Failure to include any of the above may result in the response being disqualified.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR QUALIFICATIONS NUMBER 3571**

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

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

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

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR QUALIFICATIONS NUMBER 3571**

Vendor: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County/KCRPB will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or KCRPB as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Contract start date: _____	Contract end date: _____