

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Real Estate Appraisal and Right-of-Way Acquisition Services** as specified herein. Bids must be received by **2:00 p.m.** local time on **December 21, 2022**. Late bids will be neither considered nor returned.

Deliver Bids to:

**Bid Number 3347
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@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 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

- 1.8 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) 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.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission is strictly prohibited. Paper bids may be submitted by hand or commercial carrier.
- 1.13 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 subsection 1.1 of this document.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or 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.
- 1.16 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 Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.17 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on December 9, 2022**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF BIDS:** In order to be considered all bids **must** be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "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.
- 1.25 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.26 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 bidders list for twenty-four (24) months.
- 1.27 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

- 1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **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.
- 2.3 **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.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive 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 base on personal jurisdiction, venue and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder 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 bidder 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 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, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 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 bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to contract with one or more professional Real Estate Appraisers to provide appraisal services and/or firms to provide right-of-way negotiation and acquisition services on an as-needed basis by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the needs arise. If items are to be added, Knox County and the contractor will arrive at a mutually agreed price.
- 3.3 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these items from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.4 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.5 BUSINESS DAYS:** Knox County defines business days as Monday through Friday. Knox County does not consider Saturday and Sunday or County observed Holidays as business days even though some commercial delivery services are working on the weekends for delivery of goods and services.
- 3.6 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.
- 3.7 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.
- 3.8 CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

- 3.9 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by the Knox County Procurement Division if the Contractor will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division will not accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they will be rejected.
- 3.10 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|---|------------------|
| Price | 70 points |
| Experience, Qualifications, & References | 30 points |
- 3.11 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 bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, 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 bid opening. 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.
- 3.12 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.
- 3.13 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 3.14 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment (Exhibit A) and submit it with their bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life/term of the Contract.
- 3.15 LICENSING REQUIREMENTS:** All Contractors and Subcontractors must hold and maintain the proper license from the State of Tennessee Real Estate Appraiser Commission for the type of work requested. Vendors must submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.
- 3.16 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.17 NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- 3.18 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests. Submission of your bid will be an acknowledgement to this provision.
- 3.19 PRICING:** The bidder warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the contract period. After the first contract year (and each subsequent year thereafter), the contractor(s) written request for a price increase must be given to Knox County to consider. Such a request shall include at a minimum, (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered during the renewal period(s). If the price increase is rejected, the contractor may:
- Continue with the existing prices
 - Request a lower price increase
 - Not accept the renewal offer
- If a price increase is approved by Knox County, the approval notification will be in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.20 QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this Contract. Orders will be issued on an as needed basis.
- 3.21 QUOTATIONS:** The successful vendor(s) may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimates shall include but not be limited to the cost of; labor, material, detailed description of the scope of work, and inspection services. Quotation shall remain firm for thirty days from receipt by Knox County. All estimate and quotation preparation shall be provided at no cost or obligation. Estimates shall be based upon the resulting contract prices.
- 3.22 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.23 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on December 9, 2022**. Submit questions as stated in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** Knox County is seeking licensed Real Estate Appraisers to perform appraisals, appraisal review, and right-of-way negotiation/acquisition services for Knox County on an as-needed basis. Firms may bid to perform all the requested services or some of the requested services. Firms bidding on right-of-way negotiation/acquisition services must include the licensed real estate appraisers they plan to subcontract the appraisal portion of the work to with their bid response. The successful vendor(s) shall provide all labor, supervision, and materials required to perform these services.
- 4.2 CONTRACTOR'S REQUIREMENTS:** The Contractor(s) must adhere to the following requirements at its own expense:
- Exhibit and maintain an understanding of the scope of services and familiarization with all Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the contract work.
 - Hold and maintain the proper license by the State of Tennessee or provide via subcontract.
 - Hold and maintain membership in a Professional Appraisal organization or provide via subcontract.
 - All appraisals must be conducted either by a designated member or candidate for membership.
 - All appraisals must be signed by a designated member.

- Exhibit and maintain familiarity with the Federal Requirements found at 49 CFR 24.103 and the Uniform Relocation Assistance and Real Property Acquisition Act.

4.3 CONTRACTOR'S RESPONSIBILITIES: At Contractor's own expense, the Contractor shall:

- Ensure that all employees observe and exercise all necessary caution and discretion so as to avoid injury to persons or damage to property of any and all kinds.
- Cooperate with County Officials in performing the contract work so that interference with any normal program will be held to a minimum.
- Inspect the interior and exterior of buildings.
- Locate the name and address of the most current landowner (if other than Knox County). Additionally the successful vendor(s) shall make a reasonable attempt to contact each landowner and invite him or her to accompany the appraiser on the site inspection.
- After report submittal, be available to answer questions raised by the relevant County department and attend requested meetings to answer questions including but not limited County Commission or Board of Education meetings.
- Provide testimony as an expert witness in court should the need arise. Vendor shall quote fee (if any) and terms for expert testimony.
- Deliver an original, two (2) complete hard copies, and an electronic copy via email, CD/DVD, or flash drive of each appraisal to the appropriate Knox County Office.

4.4 EXPERIENCE: Bidders must supply information on their demonstrated experience in providing Real Estate Appraisal Services including appraisal review and right-of-way negotiation/acquisition. Include resumes of the personnel who will be assigned to the Knox County account. These resumes should include a description of the professional qualifications and experience of each individual. Photocopies of all licenses and/or certifications of personnel must be included. Resumes of potential Subcontractors must be included also.

4.5 KNOX COUNTY'S RESPONSIBILITIES: Knox County shall:

- Furnish the location including address and parcel ID of the property to be appraised.
- Furnish known information regarding the current landowner.
- Furnish access to County facilities and property as needed.
- Furnish plans, drawings, maps, and facility/property details when available.

4.6 TDOT PRE-QUALIFICATION: Vendors shall include (if applicable) a copy of their pre-qualification letter(s) from the Tennessee Department of Transportation (TDOT) for appraisal services, appraisal review services, and right-of-way negotiation services. Vendors conducting appraisal services for Knox County state/TDOT funded projects must have a current pre-qualification letter on file for each service to be considered for the specific job. TDOT pre-qualification is not required for non-state/TDOT funded projects.

Note: Bidders need not return pages 1-9 with their response. Pages 10-13 must be returned as your official bid response along with any other information requested. If bidding electronically, you must attach required documents to your response. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

SECTION V VENDOR INFORMATION FOR BID #3347, REAL ESTATE APPRAISAL AND RIGHT-OF-WAY ACQUISITION SERVICES

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor Address _____

City _____ State _____ Zip _____

5.4 Contact Person _____

5.5 Telephone Number _____

5.6 E-Mail Address _____

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

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

5.8 Knox County Business License Number _____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

5.12 Will you accept credit cards (VISA) as a form of payment per Section 1.16? YES NO

5.13 Did you complete and include the Insurance Checklist as detailed in Section 3.14? YES NO

5.14 Did you include copies of your (and Subcontractors) licenses as detailed in Sections 3.15 and 4.2? YES NO

5.16 Did you attach your (and Subcontractors) experience including resumes as detailed in Section 4.4? YES NO

5.17 Total local staff size _____ Number of years in business _____

5.18 Did you attach your TDOT pre-qualification letter(s) as detailed in Section 4.6? YES NO
(If Applicable)

5.19 Did you complete and include the pricing in Section VI?

YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI VENDOR PRICING FOR BID #3347, REAL ESTATE APPRAISAL AND RIGHT-OF-WAY ACQUISITION SERVICES

VENDOR NAME: _____

Professional services are required for performing various types of real estate appraisal services for Knox County. All vendors shall provide an hourly fee for the types of properties/services listed below. Travel time must be considered in your hourly rate and will not be invoiced separately. This hourly fee Schedule shall be used in the evaluation process. When actual appraisals are necessary, the firms on the panel shall provide specific estimates for that specific appraisal. Vendors may provide pricing on as many services that are applicable or that their firm is licensed to perform.

6.1 Hourly fee for Residential Appraisal: \$ _____

6.2 Hourly fee for Small Commercial Appraisal: \$ _____

6.3 Hourly fee for Large Commercial Appraisal: \$ _____

6.4 Hourly fee for Agricultural Appraisal: \$ _____

6.5 Hourly fee for Appraisal Review Services: \$ _____

6.6 Hourly fee for Right-of-Way Negotiation/Acquisition Services: \$ _____

6.7 Hourly fee for expert testimony: \$ _____

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3347**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																							
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																							
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																							
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td>X</td><td>ANY AUTO-SYMBOL (1)</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> <tr><td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td><td>\$1,000,000</td></tr> <tr> <td>BODY INJURY (Per -Person)</td><td></td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td></td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td></td></tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
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BODY INJURY (Per -Person)																										
BODY INJURY (Per-Accident)																										
PROPERTY DAMAGE (Per-Accident)																										
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																							
		<table border="1" style="width: 100%;"> <tr> <td>CLAIM MADE</td><td>X</td><td>OCCUR</td></tr> <tr> <td></td><td></td><td></td></tr> </table>	CLAIM MADE	X	OCCUR				<table border="1" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td>\$ 100,000</td></tr> <tr> <td>MED EXP (Per person)</td><td>\$ 5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td><td>\$ 2,000,000</td></tr> </table>	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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		<table border="1" style="width: 100%;"> <tr> <td colspan="2">GEN'L AGGREGATE LIMITS APPLIES PER</td></tr> <tr> <td>POLICY</td><td>X PROJECT LOC</td></tr> </table>	GEN'L AGGREGATE LIMITS APPLIES PER		POLICY	X PROJECT LOC																				
GEN'L AGGREGATE LIMITS APPLIES PER																										
POLICY	X PROJECT LOC																									
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																							
		PROFESSIONAL LIABILITY																								
NO NO NO NO	10.	<table border="1" style="width: 100%;"> <tr> <td>ARCHITECTS & ENGINEERS</td></tr> <tr> <td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr> <td>MEDICAL MALPRACTICE</td></tr> <tr> <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>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</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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\$1,000,000 PER OCCURRENCE/CLAIM																										
YES	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																							
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																							
NO	13.	MOTOR CARGO INSURANCE																								
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																							
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																							
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																							
NO	17.	DISHONESTY BOND	\$																							
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																							
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																							

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL COMMERCIAL, GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA LIABILITY POLICIES.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

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

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

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

BIDDER NAME: _____ **AUTHORIZING SIGNATURE:** _____