

University of Tennessee

RFP 25-08-003

RFQ Commercial Real Estate Brokerage Services

### **Addendum 1**

#### **RFQ Questions and Answers**

1. Section 1.1, A. states that the University reserves the right to award this solicitation to more than one respondent. How would the University manage these tenant brokerage relationships to ensure building owners know which firm should be recognized for the University's leasing or purchase transactions?

This reservation of rights is intended to provide flexibility to the University or other State agencies procuring various real estate services under this solicitation. Management of tenant brokerage relationships will be determined based on responses received from this RFQ as well as the types of transactions involved. Resulting relationships will be managed on a case-by-case basis to ensure all roles and relationships are clearly defined.

2. Section 1.4, I, 2 states by submitting a proposal, the proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection in accordance with Tennessee Code Annotated (TCA), § 10-7-504(a)(7). Will all provided content be made available to the public after the intent to award is submitted? If responses are posted publicly, how will you protect the personal information of proposers and their requested references?

Proposals and associated documents are confidential until the state announces its intent to award the contract. After this, these records become available to the public upon reasonable request to ensure a transparent and competitive bid process. Confidential information will be managed in compliance with TCA § 10-7-504. See <https://www.ctas.tennessee.edu/eli/confidential-records>. For a complete list, please examine the full TCA code referenced herein.

3. Section 2.2, A.1 of the RFQ requires a completed Certification Statement, in the format provided herein.

The format for this statement is provided below as an attachment to this Addendum.

4. Section 2.3, II, B of the RFQ details space requirements. How were the specifications of this space requirement developed? Does the University anticipate other University stakeholders co-locating in the space with the federal relations team? Are there any anticipated changes to the University's space requirements over the next 3, 5, or 10 years that should be considered when evaluating properties? Would the flexible event/meeting room accommodating 50+ attendees be required to be a dedicated, exclusive space or would shared building amenities satisfy this requirement?

The space requirements were developed by the University's Government Relations, Advocacy and Economic (GRAED) team. Co-location of other stakeholders is possible in the future but is not contemplated at this time. Similarly, space need changes in the future are not contemplated in this RFQ. Proposals that address possible future space needs are acceptable provided primary consideration is given to the space needs identified in the RFQ.

The flexible event/meeting room for 50+ attendees can be a shared space assuming its availability is adequate for the University's needs.

5. Section 2.3, II, D, 5 of the RFQ states that the selected firm would advise the University on "design aspects" of the proposed projects. Please elaborate on the definition of "design aspects."

The University expects the selected firm to have knowledge and experience with space usage by higher education institutions and related design aspects for such use.

6. Section 2.3, II, D, 8 of the RFQ states that under the direction of the University and as needed, the selected firm will work with regulatory agencies as needed to ensure that projects are carried out in a timely and efficient manner, and in compliance with any applicable laws. Please elaborate on this potential future advisory requirement.

Specifics of this advisory requirement are unknown and will be addressed on a case-by-case basis. The University expects the selected firm to have the experience and capability to aid in guiding projects through any and all regulatory requirements, if needed.

7. Section 2.3, II, D, 9 of the RFQ states that the selected firm will provide detailed reports following the closing of any financing transaction. Reports should include an opinion of the fairness of any negotiated pricing as well as a summary of the critical elements and results of the transaction. Does the University intend to finance a potential building or building condominium purchase? Please elaborate on this potential future advisory requirement.

Financing of a purchase is not anticipated at this time.

8. What is the preferred lease duration and are there any specific requirements regarding renewal, expansion, or termination options that we should account for?

The preferred lease duration is 5 years with multiple renewal options. The State of Tennessee requires a termination for convenience with a maximum notification of 120 days.

9. The RFQ states that the deadline for issuing addenda is "five days prior to the Proposal Deadline". Could you confirm whether this refers to five calendar days or five business days.

All references to days in the RFQ refer to calendar days.

**For 2.2, A.1**

**CERTIFICATION STATEMENT** (In response to Technical Approach Section A.1.)

**Proposer Legal Entity Name:** \_\_\_\_\_

**Proposer Tennessee Contractor License Information:**

**The Proposer hereby acknowledges, attests, certifies, warrants, and assures that:**

1. This Qualification Statement constitutes (a) a commitment to provide all services as defined in an Agreement executed pursuant to this Request for Qualifications (RFQ) and (b) confirmation that the Proposer shall comply with all of the provisions in this RFQ.
2. The information detailed in the Qualification Statement submitted herewith in response to the subject RFQ is truthful, accurate and complete.
3. The Qualification Statement submitted herewith in response to the subject RFQ shall remain valid for at least 60 days subsequent to the date of the cost negotiation and thereafter in accordance with a contract pursuant to the RFQ.
4. The Proposer shall not knowingly utilize the services of an illegal immigrant in the performance of an executed Agreement and shall not knowingly utilize the services of a subcontractor, sub-subcontractor, or consultant who utilizes the services of an illegal immigrant in the performance of the Work.
5. As applicable to an executed Agreement, the proposer shall comply with:
  - a. the laws of the State of Tennessee;
  - b. Title VI of the federal Civil Rights Act of 1964;
  - c. Title IX of the federal Education Amendments Act of 1972;
  - d. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
  - e. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
  - f. the condition that the submitted Qualification Statement was independently arrived at, without collusion, under penalty of perjury;
  - g. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFQ; and,
  - h. the condition that in compliance with the Iran Divestment Act the Proposer is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106 and shall not utilize a subcontractor on that list.
6. The person who signs this certification on behalf of the Proposer is legally empowered to bind the proposer to the provisions of this RFQ and a resulting contract.
7. The Proposer shall provide proof of insurance in accordance with the requirements of the RFQ.
8. The Proposer acknowledges receipt of Addendum:  
Addendum number(s) and date(s):

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

END OF CERTIFICATION STATEMENT