

# Downtown Knoxville Design Overlay District Certificate of Appropriateness

Name of Applicant: CITY OF KNOXVILLE

Owner  Contractor  Architect  Engineer  Other \_\_\_\_\_

Date Filed: 8/1/13 Application accepted by: Michael Reynolds

Fee Amount: 0.<sup>00</sup> Review Date: 8/21/13 File Number: 8-E-13-DT

<b>PRE-APPLICATION CONFERENCE</b>		Date Completed: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>
<p style="text-align: center;"><b>PROPERTY INFORMATION</b></p> <p>Building or Project Name: <u>LIBERTY BLDG.</u></p> <hr/> <p>Street Address: <u>415 WALNUT</u></p> <p>Parcel Identification Number(s): <u>094LH018</u></p> <hr/> <p style="text-align: center;"><b>PROPERTY OWNER</b></p> <p>PLEASE PRINT Name: <u>CITY OF KNOXVILLE</u></p> <p>CONTACT Company: <u>BRENT JOHNSON</u></p> <p>Address: <u>400 MAIN ST.</u></p> <p>City: <u>KNOXVILLE</u>, State: <u>TN</u> Zip: <u>37901</u></p> <p>Telephone: <u>865-215-2148</u></p> <p>Fax: <u>865-215-2631</u></p> <p>E-mail: <u>b.johnson@cityofknoxville.org</u></p>	<p style="text-align: center;"><b>PROJECT ARCHITECT/ENGINEER</b></p> <p>PLEASE PRINT Name: <u>KEN BERRY</u></p> <p>Company: <u>S &amp; ME</u></p> <p>Address: <u>1413 Topside Rd.</u></p> <p>City: <u>Louisville</u>, State: <u>TN</u> Zip: <u>37777</u></p> <p>Telephone: <u>865-970-0003</u></p> <p>Fax: <u>865-970-2312</u></p> <p>E-mail: <u>Kbunny@SMeinc.com</u></p>	
<p style="text-align: center;"><b>ACCOMPANYING MATERIALS</b></p> <p>Please see the reverse side of this form for a list of information required as part of this application.</p>	<p style="text-align: center;"><b>PROJECT CONTRACTOR</b></p> <p>PLEASE PRINT Name: <u>TBD by Bid</u></p> <p>Company: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>	
<b>FOR OFFICE USE ONLY</b>		<p style="text-align: center;"><b>PROJECT CONTACT</b></p> <p>All application-related correspondence should be directed to:</p> <p>PLEASE PRINT Name: <u>BRENT JOHNSON</u></p> <p>Company: <u>CITY OF KNOXVILLE</u></p> <p>Address: <u>400 MAIN ST.</u></p> <p>City: <u>KNOXVILLE</u>, State: <u>TN</u> Zip: <u>37901</u></p> <p>Telephone: <u>865-215-2148</u></p> <p>Fax: <u>865-215-2631</u></p> <p>E-mail: <u>b.johnson@cityofknoxville.org</u></p>
<p style="text-align: center;"><b>PROJECT INFORMATION</b></p> <p>LEVEL 1: \$50</p> <p><input type="checkbox"/> Minor Alteration of an Existing Building/Structure</p> <p><input type="checkbox"/> Sign</p> <p>LEVEL 2: \$100<sup>0</sup></p> <p><input checked="" type="checkbox"/> Major Alteration of an Existing Building/Structure</p> <p><input type="checkbox"/> Addition to an Existing Building/Structure</p> <p>LEVEL 3: \$250</p> <p><input type="checkbox"/> Construction of New Building/Structure</p>		

NOTE: Payment is due at time of application. Please make check payable to Knoxville Knox County Metropolitan Planning Commission.



**Liberty Building**  
Proposed parking facility location

KGIS - 606 Main St - Suite 150 - Knoxville, TN 37902 - [www.kgis.org](http://www.kgis.org)

Printed: 8/14/2013 at 4:08 PM

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DRAFT AS OF 6/18/13 @ 10:05 a.m.

## **City of Knoxville**

### **Request for Proposals**

**(Purchase & Development of the Summer Place & Locust Street Property)**

**Proposals to be Received by 11:00 a.m., Eastern Time on July 30, 2013**

Submit Proposals to:

City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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DRAFT AS OF 6/18/13 @ 10:05 a.m.

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**Request for Proposals**

**(Purchase and Development of the Summer Place & Locust Street Property)**

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DRAFT AS OF 6/18/13 @ 10:05 a.m.

City of Knoxville

Request for Proposals

(Purchase and Development of the Summer Place & Locust Street Property)

**I. Statement of Intent:** To enhance parking in the North end of downtown Knoxville the City of Knoxville is requesting proposals for the purchase and development of tax parcel # 094LH01903, within the City of Knoxville, herein after referred to as “the property.” The property is generally bounded on the northwest by Summer Place, on the northeast by Walnut Street, on the southwest by Locust Street, and on the southeast by existing parking. The Property is owned by the City of Knoxville, herein after referred to as “the City” and will be sold to the successful proposer, via a deed subject to right of reversion necessary to secure completion of the Garage and all other terms of this RFP.

The intent is for the successful proposer to buy the property and construct a new parking garage, on the property, that will benefit both the Tennessee Valley Authority (TVA) and the City. The City wants the successful proposer to construct and operate a multi-story parking garage, on the property, which contains a minimum of eight hundred(800) to one thousand (1,000) new parking spaces (the “Garage”) to accommodate passenger vehicles for the use and benefit of TVA’s employees, tenants, and visitors located at and in the vicinity of TVA’s Knoxville Office Complex, at 400 W. Summit Hill Drive) and for the use and benefit of the general public within certain specified times, terms and conditions, as outlined in this RFP and the Memorandum of Understanding (MOU), dated June 11, 2012, between TVA and the City.

The City intends to sell the property to the most responsive/responsible proposer as measured against certain criteria. The criteria includes such factors as feasibility of the proposed plan/concept, ability to finance the proposed plan/concept, experience and qualifications regarding previous development/redevelopment projects, the proposed purchase price for the property, and the ability of the plan/concept to increase parking opportunities within Downtown Knoxville, especially with regard to the requirements set forth in the Memorandum of Understanding dated June 11, 2012 between TVA and the City (the MOU), attached hereto as Exhibit A. Note that failure of the proposed plan/concept to adhere to the requirements set forth in the MOU may result in the rejection of the proposal(s).

Interested proposers are hereby advised that the successful proposer will be required to assume the material obligations of the MOU, enter into a development agreement with the City, and

execute documents necessary to secure the successful completion of the Garage. Additionally, interested proposers are hereby notified that any and all proposed development projects must fully adhere to the City's Downtown Design Guidelines which can be found on the Knoxville-Knox County Metropolitan Planning Commission website.

**II. RFP Time Line**

- Availability of RFP .....(June 24, 2013)
- Non-mandatory Pre-proposal conference .....(June 28, 2013)
- Deadline for submission of questions (in writing).....(July 22, 2013)
- Proposals Due Date ..... (July 30, 2013 @ 11:00 a.m. (Eastern Time)**
- Selection process.....(July 30, through August 6, 2013)
- Recommendation to City Council..... (September 3, 2013)
- Preparation of Purchase/Development Agreement ... (August to November 2013)
- Initial Closing Date .....(January 9, 2014 )
- Garage Closing Date .....(January 9, 2016 )
- Development Project 100% Complete.....December 30, 2016

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

**III. Background.**

To achieve the enhanced parking desired by the City and TVA, City Council approved Resolution # 149-2012 on May 29, 2012, authorizing the City to obtain options to purchase the property for the purpose of conveying the property to TVA for the development of the Garage. Resolution # 149-2012 further authorized the City to execute the MOU by which the City agreed to undertake specific preparatory work on the property so that it would be "shovel-ready" before conveyance to TVA. In exchange for the City's performance under the MOU, TVA agreed to provide free public parking within the Garage on nights, weekends and holidays. The specific purpose of Resolution # 149-2012 was to secure additional parking in downtown Knoxville for both the TVA and public parking.

On April 30, 2012, the City assumed an " option to purchase" the property, and has acquired title to the property.

On June 11, 2012, the City and TVA entered into the MOU for the development of the Garage (attached as Exhibit A). The MOU outlines the responsibilities of both the City and TVA with regard to building the garage. At that time, the TVA intended (as described in the MOU) to take title to the property from the City and build the Garage.

After further review and discussion, the TVA and the City determined that the proposed joint parking garage would benefit from a public- private partnership for both the use of the TVA and the public in general as described in the MOU, Exhibit A.

At present, both TVA and the City are interested in developing the Garage for both the use of the TVA and the public in general as described in the MOU. Accordingly, the City now desires a private developer to purchase the property, build the Garage, and provide a certain number of parking spaces back to the TVA and make them available to the public in accordance with the terms of the MOU.

**IV. General Conditions:** The following data is intended to form the basis for submission of proposals for a potential purchaser to undertake the purchase, planning, financing, and development of the Property.

4.1 This material contains general conditions for the procurement process, the scope of service requested; contract requirements; instructions for submissions of proposals; and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.2 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville and shall be considered by the evaluation committee in making a recommendation.

4.3 Given the fact that there is a large financial component to this project, consistent with the City's RFP Policy, no proposals, evaluations or any other information will be available to the public until the selected proposer has agreed to the terms of the development agreement. All such information, including the proposals, the evaluation materials and the development agreement shall be made available to the public at least five days prior to the date that a resolution approving the development agreement is considered by the Knoxville City Council.

4.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and delivered to the City of Knoxville by the close of the business day on July 22, 2013**. Questions can be submitted by letter, fax (865-215-2069), or email to [bhevans@cityofknoxville.org](mailto:bhevans@cityofknoxville.org). The City of Knoxville is not responsible for oral interpretations given by any City of Knoxville employee, representative,

or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City of Knoxville will post them to the City of Knoxville's website at [www.cityofknoxville.org/purchasing](http://www.cityofknoxville.org/purchasing) and the addenda shall become a permanent part of the RFP; **It shall be the responsibility of each proposer, prior to submitting his/her/its (hereinafter, "its") proposal to contact the City of Knoxville to determine if addenda were issued and to address in its proposal any matter raised by such addenda.** Submitting entities are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. The RFP and all addenda so issued shall become part of the Contract Documents.

**4.5 A non-mandatory pre-proposal meeting for interested potential proposers will be held on Friday, June 28, 2013, at 10:00 a.m. (Eastern Time) at the project site.** Note, however, that an archeological dig will be in progress at that time so the City will show interested proposers all of the property that we can, but we will not interfere, in any way, with the archeological work that is ongoing.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) accept any alternative submission of proposals presented which in its opinion, would best serve the interests of the City of Knoxville. The City of Knoxville shall be the sole judge of the proposals, and the resulting negotiated development agreement and other Contract Documents that is in its best interest, and its decision shall be final. The City of Knoxville also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City of Knoxville deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal. The proposer is required to submit this affidavit prior to execution of the other Contract Documents.

4.8 Subsequent to the Evaluation Committee's review, the purchase/development agreement with the selected proposer will require the approval of the City of Knoxville's City Council.

4.9 Proposers shall bear all expenses incurred by them in connection with their submission of proposals.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 180 days to the City of Knoxville for the services set forth**

**in the Request for Proposals until one or more of the submissions have been duly accepted by the City of Knoxville.**

**V. Scope of Work:** To enhance parking in the North end of downtown Knoxville, the City of Knoxville is requesting proposals for the purchase and development of parcels of property, within the City of Knoxville. Interested proposers should note the following as they prepare their proposals:

5.1. Brief property description. The property is tax parcel # 094LH01903 and is bounded on the northwest by Summer Place, on the northeast by Walnut Street, on the southwest by Locust Street, and on the southeast by existing parking. The property can be viewed by referring to Exhibit "B," in this RFP which contains a survey of the property. The Property is owned by the City of Knoxville, herein after referred to as "the City" and will be sold to the successful proposer, via a deed subject to right of reversion necessary to secure completion of the Garage and all other terms of this RFP

5.2 The intent of this purchase and development initiative is for the successful proposer to buy the property and construct a new parking garage, on the property, that will benefit both TVA and the City. Specifically, the City wants the successful proposer to construct a multi-story parking garage, on the property, consisting of a minimum of eight hundred (800) to one thousand (1,000) new parking spaces to accommodate passenger vehicles for the use and benefit of TVA's employees, tenants, and visitors located at and in the vicinity of TVA's Knoxville Office Complex, at 400 W. Summit Hill Drive) and for the use and benefit of the general public within certain specified times, terms and conditions, as outlined in this RFP and the Memorandum of Understanding (MOU), dated June 11, 2012, between the TVA and the City of Knoxville.

5.3 The City intends to sell the property to the most responsive/responsible proposer as measured against certain criteria which includes the feasibility of the proposed plan/concept, ability to finance the proposed plan/concept, experience and qualifications regarding previous development/redevelopment projects, the proposed purchase price for the property, and the ability of the plan/concept to increase parking opportunities within Downtown Knoxville, especially with regard to the requirements set forth in the attached MOU located in Exhibit A of this RFP.

5.4 Proposals must adhere to the requirements set forth in the MOU between the City and the TVA (Exhibit "A"). Failure of the proposed plan/concept to adhere to the requirements set forth in the MOU may result in the rejection of the proposal(s). Moreover, the resulting development agreement, between the City and the successful proposer, must comply with material terms in the MOU.

5.5. Proposals and any subsequent development agreement must fully adhere to the City's Downtown Design Guidelines which can be found on the Knoxville-Knox County Metropolitan Planning Commission website. Additionally, the proposed Development Project shall be

consistent with the quality of, and architecturally compliment Downtown Knoxville and other recently developed/redeveloped properties located in Downtown Knoxville.

5.6. Upon purchase of the property from the City in a “shovel ready” condition, as described in the MOU at Exhibit “A,” the successful proposer shall design, engineer, obtain required permitting, and construct the Garage on the property to meet or exceed local building codes as adopted by the City at the time of design completion.

5.7. The successful proposer will seek input from and cooperate with the City in developing the design of the Garage and shall include any streetscape improvements consistent with the City’s Downtown Knoxville Design Guidelines.

5.8. The successful proposer shall agree to operate , manage, and maintain the Garage and hereby agrees to maintain the Garage in a good, safe, and functional state of repair, including responsibility for any signage as may be deemed necessary.

5.9. The successful proposer is responsible for any and all agreements with the TVA regarding the terms and conditions for parking spaces that may be required by the TVA. The point of contact at TVA, for this initiative, is Ms. Kathy McGinley who can be reached, via email, at: [klmcginley@tva.gov](mailto:klmcginley@tva.gov)

5.10 The successful proposer shall agree to adhere to the City’s public parking requirements as set forth in section 4 of the MOU (Exhibit “A”).

5.11 The successful proposer shall be responsible for providing parking garage security and adhering to emergency management jurisdictional issues for the protection of the general public as provided for in section 4, (d) of the attached MOU (Exhibit “A”); provided, however, those provisions of Section 4(d) with regard to TVA control of the garage under certain circumstances shall not apply to a developer - owned garage."

5.12 While the City has been and is currently working hard to prepare the property such that it is in a “shovel ready” state to provide to the successful proposer, all the necessary work is not yet complete at the time of the release of this RFP. A brief synopsis of the City’s progress and plans, in this regard, are provided as follows. Additionally, please refer to the tentative timeline, located in Exhibit “C” of this RFP, to find out what work is ongoing and planned.

5.12.A .A. The City has purchased the property and determined the boundaries of the property (as shown in the survey in Exhibit “B”).

5.12.B. The City has completed the Phase I and Phase II environmental assessment. However, the core drilling and soil stability and content testing are yet to be done. The City anticipates this work being completed on or about November 28, 2013.

5.12.C The demolition of any and all improvements on the property, the associated debris removal and the associated environmental remediation is not yet complete. However, the City has contracted with a firm that is putting together an Invitation to Bid package for this work at present. The City anticipates all of this work being completed on or about November 1, 2013.

5.12.D The "National Historic Preservation Act (NHPA) obligations of TVA" on the property are being conducted and the City anticipates that they will be complete on or about September 1, 2013.

5.13 Each proposer shall give a detailed explanation of the manner in which it proposes to develop the Property, shall give a conceptual description of each component of the proposed development, shall state the preliminary project budget, and shall explain how the development will be financed.

5.14 Each proposer shall identify the design professional(s), general contractor(s) and consultants who will be involved in the development of the Property.

5.15 The City will convey the Property to the selected proposer at the closing for the agreed upon purchase price, with credit being given for the down payment. The purchase price shall be paid to the City in cash at the closing. The closing shall occur on a mutually agreeable date, but in no event later than a specific date which will be negotiated by the City of Knoxville and the selected proposer and stated in the development agreement. The "initial closing date" and "garage closing date, as defined in section 2 of the MOU shall occur no later than January 9, 2014 and January 9, 2016 respectively. The closings shall occur at the offices of a title company selected by the City of Knoxville. At the "initial closing" of the property, the City will convey the Property to the selected proposer pursuant to a via a deed subject to right of reversion necessary to secure completion of the Garage and all other terms of this RFP and establishing that the successful proposer/developer may be required to pay the City up to three million dollars (\$3,000,000) in the event of a breach of contract as further explained in section 6.11 of this RFP.

5.16 The property is currently zoned C2 with a D1 overlay which is appropriate for a parking garage to be constructed. However, the winning proposer must meet Downtown Review Guidelines and acquire the appropriate approvals. Additionally, all required City permits must be obtained by the proposer. The City of Knoxville makes no representations or warranties concerning future zoning or the ability of the selected proposer to obtain variances.

**VI. Contract Requirements:** Submitting entities must be willing to sign a contract with the City of Knoxville which will include certain provisions, among which are the following:

6.1 The development agreement between the parties shall consist of the executed development agreement, this RFP, including any addenda thereto, and the selected proposer's response to the RFP. To the extent there is a conflict between the terms of any of the documents that constitute the development agreement between the parties, the terms that provide the greater benefit to the City of



Knoxville and/or impose the greater obligation on the selected proposer shall control.

6.2 The development agreement will be administered by the City of Knoxville's Engineering Department.

6.3 The property will be sold to the successful proposer via a deed subject to right of reversion necessary to secure completion of the Garage and all other terms of this RFP and "as is - where is" and the City of Knoxville makes no warranty (expressed or implied) regarding the condition of said property.

6.4 The selected proposer shall not assign or transfer any interest in the development agreement without the prior written consent of the City of Knoxville.

6.5 The selected proposer must furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City of Knoxville during the construction phase and thereafter. Developer must, at its sole expense, obtain and maintain in full force and effect for the duration of the development agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with the development agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City of Knoxville, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

(b.) For any claims related to this project, Developer's insurance coverage shall be primary insurance as respects the City of Knoxville, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City of Knoxville, its officials, officers, employees, and volunteers shall be excess of Developer's insurance and shall not contribute with it.

(c.) At the sole discretion of the City of Knoxville, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City of Knoxville, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Developer.
- C. **Workers' Compensation Insurance.** Developer shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Developer shall require each of its sub-contractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Developer's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City of Knoxville.
- D. **Other Insurance Requirements.** Developer shall:
- Prior to commencement of services, furnish the City of Knoxville with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City of Knoxville's Director of the Law Department
  - Provide certified copies of endorsements and policies if requested by the City of Knoxville in lieu of or in addition to certificates of insurance.
  - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City of Knoxville as a material breach of contract.
  - Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to City of Knoxville legal counsel.

- Require all sub-developers to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless sub-developer's employees are covered by Developer's insurance) in the same manner as specified for Developer. Developer shall furnish sub-developers' certificates of insurance to the City of Knoxville without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial solvency.
- The insurer shall agree to waive all rights of subrogation against the City of Knoxville, its officers, officials, and employees for losses arising from work performed by Developer for the City of Knoxville.
- All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City of Knoxville.

Additional insurance may be required. The City of Knoxville, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Developer. Such insurance will be primary and any insurance or self-insurance maintained by the City of Knoxville will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to City of Knoxville legal counsel.

6.6 The development agreement shall provide that the selected proposer will be responsible for full compliance with all laws, rules and regulations that may be applicable.

6.7 The development agreement shall provide that prior to the commencement of construction on the Property, the selected proposer shall require its contractor to procure Payment and Performance Bonds ("the Bonds") in the full amount of the price of the construction contract between the selected proposer with its contractor. The Bonds must be executed by a surety qualified to do business in the State of Tennessee, with an A.M. Best rating of A V or higher. The form of the Bonds must be satisfactory to the City of Knoxville, in its reasonable discretion, and copies of the executed Bonds must be provided by the selected proposer to the City of Knoxville.

6.8 The development agreement shall contain provisions whereby the selected proposer will agree to the following:

Developer shall defend, indemnify and hold harmless the City of Knoxville, its officers, employees and agents from any and all liabilities which may accrue against the City of Knoxville, its

officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Developer in performance of this Agreement or from Developer's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole gross negligence of the City of Knoxville, its agents or employees.

Developer shall save, indemnify and hold the City of Knoxville harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Knoxville alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Knoxville; and Developer shall assume and take over the defense of the City of Knoxville in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City of Knoxville. Developer will have the right to defend the City of Knoxville with counsel of its choice that is satisfactory to the City of Knoxville, and the City of Knoxville will provide reasonable cooperation in the defense as Developer may request. Developer will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City of Knoxville, such consent not to be unreasonably withheld or delayed. The City of Knoxville shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Developer shall save, indemnify and hold City of Knoxville harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City of Knoxville alleging liability referenced above.

This Agreement and the obligations of the City of Knoxville hereunder shall be non-recourse as to the City of Knoxville, and the City of Knoxville shall have absolutely no personal or individual liability with respect to any of the terms, covenants and conditions of this Agreement. Developer hereby expressly agrees that it shall look solely to the interests of the City of Knoxville or its successor(s) interest in the Property for the satisfaction of any remedy of the Developer in the event of any breach by the City of Knoxville of any of the terms covenants and conditions of this Agreement. This exculpation of the City of Knoxville's personal liability is absolute and without any exception whatsoever. Developer acknowledges that the City of Knoxville is a governmental entity and is subject to the protection of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated § 29-20-101 through 29-20-408 (as amended from time to time), and nothing contained herein shall constitute a waiver or release of the City of Knoxville's rights and protections under said Act.

The indemnification and hold harmless and limitation of liability provisions of this Agreement shall survive termination of the Agreement.

6.9 The development agreement will contain negotiated deadlines whereby the selected proposer will submit, for the City of Knoxville's approval (the extent of such approval to be more particularly specified in the development agreement), (i) schematic design plans and outline specifications, (ii)

design development plans and specifications, (iii) final construction plans and specifications, (iv) the date construction will commence, and (v) the date construction will be completed.

6.10. Breach of contract remedy. Should the successful proposer default, terminate, or otherwise become unable to meet its obligations set forth in the subsequent project development agreement, the City shall be entitled to recover reasonable property acquisition and due diligence costs incurred toward the project ("Recovery Costs"). Recovery costs shall be limited solely to actual incurred property expenses incurred pursuant to Section 3 (e) of the MOU between the City and the TVA (Exhibit "A"). The City shall provide reasonable documentation of such actual incurred costs and expenses, but shall not include City staff personnel or legal costs associated with the project. In no event shall the total recovery costs for all the City's costs and expenses incurred exceed three million dollars (\$3,000,000). If the City should be the party in default pursuant to the provisions set forth in section 6 of the MOU (see Exhibit "A"), then the monetary damages will be offset by these costs.

6.11 Before entering into a development agreement with the successful proposer, the City will require the successful proposer to execute a letter of credit (which is acceptable to the City), between the successful proposer and the City which provides three million dollars (\$3,000,000) that the City can acquire in the event the City must exercise the breach of contract remedy outlined in section 6.11 above.

**VII. Instructions to Submitting Entities:** proposals shall comply with the following instructions to ensure that (1) submissions contain the information and documents required by the City of Knoxville RFP; and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General: Submission forms and RFP documentation may be obtained on or after June 24, 2013, at no charge from the City of Knoxville's website at [www.cityofknoxville.org/purchasing](http://www.cityofknoxville.org/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information: Proposers shall include six hard copies (one original and five copies), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). **IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.** The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

\* Proposals will be received until 11:00 a.m. (Eastern Time) on July 30, 2013. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

Each sealed envelope containing a proposal or multiple copies of the proposal must be plainly marked on the outside "Submission of Proposals for the Purchase and Development of the Summer Place & Locust Street Property."

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City of Knoxville. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format: Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

- Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms
  - A) Form "S-1"
  - B) Non-Collusion Affidavit
4. Body of Proposal: Information which submitting entity wishes to include

NOTE: The Submission Form S-1 and the Non-Collusion Affidavit are located in the "Submission Forms" section of this RFP.

7.4 Evaluation of Proposals: All qualified submissions received by the deadline will be analyzed by the Evaluation Committee (as defined below) according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the

evaluation criteria below. The maximum score is 100 points.

Firms and/or teams responding to this RFP shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this RFP and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this RFP, will be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City of Knoxville may elect to negotiate with the next best and most responsive firm or team.

**VIII. Evaluation Criteria:** An evaluation team, composed of individuals appointed by the City of Knoxville ("Evaluation Committee"), will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City of Knoxville will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below. Your proposal should contain the information specified below with respect to such criteria. The criteria, and their associated weights, upon which the evaluation of the proposals will be based includes, but is not limited to, the following:

- **Development/Redevelopment Plan/Concept (25 points)** Explain how your proposed Development project will enhance parking in the northern end of Downtown Knoxville, especially with regard to the requirements set forth in the attached MOU located in Exhibit A of this RFP. As stated previously, failure of the proposed plan/concept to adhere to the requirements set forth in the MOU may result in the rejection of the proposal(s). Describe the number of parking spaces that will be constructed to meet the intent of the proposed development. The minimal acceptable range of spaces, as stated in the MOU, is between 800 and 1,000. However, constructing even more parking spaces (to the extent practical) is desirable to the City. Describe how the development project will be consistent with the quality and will architecturally compliment Downtown Knoxville.
- **Feasibility of Proposed Plan/Concept (20 points)** Provide a detailed explanation of the manner in which you propose to develop the property. Such description shall include, but is not limited to the following:
  - Conceptual description of each component of the proposed development

- Color illustration of the proposed development project
  - Preliminary project budget
  - Identification of the design professional(s) and general contractor(s) who will be involved in the development project
  - Plan for analysis of existing site conditions to achieve design objectives, constraints, opportunities, and criteria to identify all project parameters.
  - Potential design and structural options with regard to functionality, aesthetics, cost, and environmental impacts
- 
- **Ability to Finance Proposed Plan/Concept (20 points)** Describe how you will fund the proposed development plan. To assist the City of Knoxville in determining your ability to complete the proposed project, provide your *profit and loss statement, cash flow sheet, and balance sheet* for the year ending December 31<sup>st</sup> 2012. If the proposer is a special purpose entity whose profit and loss statement, cash flow sheet, and balance sheet cannot demonstrate that it has the financial capacity to perform, then please provide the names and relationships with any other entities and/or individuals that will have a direct or indirect financial interest in the proposed development project. Also provide evidence of these other entities and/or individuals ability to provide the necessary financing and/or security to complete the proposed development project. Failure to provide this information may result in rejection of the proposal as the City of Knoxville needs this information to evaluate the proposers ability to undertake and complete his/her proposed development project.
  
  - **Experience/Qualifications with regard to Development/Redevelopment Projects (20 points):** Describe development projects of similar scope and size that you have successfully completed and that have involved your team members identified in the submittal. State the names of persons, their respective titles/roles, vitae, and dedication of time for any team member who will play a significant role in this project.
  
  - **Proposed Purchase Price for the Property. (15 points)** State the price you propose to pay for the property. While there is no specific amount that the proposer must agree to pay, the higher the purchase price offered, the more points received in the evaluation of this particular criterion during the procurement evaluation process. Of note is the fact that, by the time the actual closing occurs, the City will have paid a grand total of approximately \$3,000,000 to acquire the property and get it in “shovel ready condition” so the winning proposer can proceed with the parking garage construction.



DRAFT AS OF 6/18/13 @ 10:05 a.m.

# Submission Forms

**City of Knoxville  
Request for Proposals**

**(Purchase and Development of the Summer Place & Locust Street  
Property)**

**Submission Form (S-1)**

**Proposals To Be Received by 11:00 a.m., Eastern Time, July 30, 2013, at** City of Knoxville, Office of Purchasing Agent, City/County Building, Room 667-674, 400 Main Street, Knoxville, Tennessee 37902

**IMPORTANT:** Proposers shall include six hard copies (one original and five copies), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. Complete the following:

**Legal Name of Proposer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name and Title of Signer** \_\_\_\_\_

**Note: Failure to provide these response sheets may disqualify your submission.**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

Title

My Commission expires \_\_\_\_\_