

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of the **Sale and Redevelopment of the Andrew Johnson Building** as specified herein. Proposals must be received by **2:00 p.m.** on **June 13, 2017**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 2542
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Ben Sharbel, CPPB, Supervisor of Property Development & Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their price and plan firm and subject to acceptance by Knox County for a period of one hundred eighty (180) days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 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.

1.4 AWARD: Award will be made to the most responsive, responsible proposer, who presents the proposal that is in the best interest of Knox County. Knox County reserves the right to not award this proposal. Award, if extended, will be made in accordance with the evaluation criteria specified herein.

1.5 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 who 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

Lori Holmann, Business Outreach Coordinator
Knox County Procurement
Telephone: 865.215.5757
Fax: 865.215.5778
E-Mail: lori.holmann@knoxcounty.org

1.6 CONFLICT OF INTEREST: Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.7 COPIES: Knox County **requires** that proposals being submitted be one (1) marked original and five (5) exact copies. Proposers must also submit with their written response an exact electronic version of their submittal in a single .pdf file on a CD/DVD or flash drive.

- 1.8 **DECLARATIVE STATEMENT:** 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 proposal being non-responsive and disqualified.
- 1.9 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will **NOT** accept electronically transmitted Proposals. Due to the nature of information requested, all submissions must be submitted in written format.
- 1.10 **HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing software system, "Knox Procurement On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, 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 www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.11 **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- 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 weather issues 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 inclement weather.
- 1.12 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that are responsive and responsible.
- 1.14 **NON-COLLUSION:** Vendors, by submitting a signed proposal certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.15 **NON-DISCRIMINATION:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- 1.16 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to furnish sufficient proof of their financial and business capabilities in accordance with the terms and conditions of this RFP. Knox County will make the final determination as to the proposer's ability.
- 1.17 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time date and stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than one hour prior to the proposal closing time. Additionally, Knox County will not consider proposals, delivered by commercial carriers, past the deadline as stated on Page 1 even if there is sufficient proof that the solicitation was picked up in time for delivery.

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.

- 1.18 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals be submitted on paper and shall:
- 1.18.1** Be submitted on recycled paper
 - 1.18.2** Not include pages of unnecessary advertising
 - 1.18.3** Be made on both sides of each sheet of paper
- 1.19 SIGNING OF PROPOSALS:** **In order to be considered all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the proposal document. An official who is authorized to bind the applicant must sign proposals and proposals shall remain binding for one hundred eighty (180) days after the closing date of this RFP. It is suggested that mailed proposals be sent by certified or registered mail, return receipt requested.
- 1.20 TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.21 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 proposer's list for twenty-four months.
- 1.22 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** 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 Proposal.
- 1.23 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by Knox 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 which 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 this RFP and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All licensing information must be submitted with the bid.
- 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 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:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP, each proposer and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106. All proposers must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act, attached to the RFP as Exhibit A.
- 2.14 LIMITATION 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 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of the Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Vendor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 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 set-off, 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 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:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 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 SPECIFICATIONS

- 3.1 INTRODUCTION:** The purpose of this RFP is to solicit proposals from qualified applicants to acquire and redevelop the Andrew Johnson Building located at 912 South Gay Street, Knoxville Tennessee 37902. Knox County is open to all offers to acquire the building including purchase and trade. The relocation of the Knox County Schools administrative offices has not been finalized, and Knox County is open to offers that would include this relocation. However, a relocation plan is not a requirement for submittal.

A fundamental aspect of the reuse of the Andrew Johnson Building should be the preservation of its historic character. **There are no public funds appropriated or planned for this facility.** Knox County expects that the final development and use of the property will be an asset to the community.

3.1.1 Site Location and Building Information:

- Address: 912 South Gay Street, Knoxville, TN 37902
- Current Zoning: C-2/D-1 (Central Business District/Downtown Design Overlay District)
- Map and Parcel: 095ID003
- Facility Size: Eighteen (18) story, approximately 140,000 square feet
- On-Site/Off-Site Parking: Minimal/No
- Date Constructed: 1927/1928
- Brick Construction
- Utilities: Knoxville Utilities Board
- Designed by Baumann and Baumann
- Originally the Andrew Johnson Hotel
- Placed on National Register of Historic Places in 1980
- Current deed is on file and available for viewing in Book 20090317 Page 0028563 at the Knox County Register of Deeds Office.

3.2 APPLICABLE BUSINESS EXPERIENCE: Proposer's **must** include a detailed explanation of experience relating to development and restoration of similar facilities and other business or work experience for a minimum of the last ten (10) years. Proposer's **must** have completed development and restoration of a minimum of three (3) properties similar in size, scope, and cost and provide detailed information regarding each in their proposal.

3.3 CHANGES AFTER AWARD: Any material change to the original scope of development of those real properties awarded by this RFP (as set forth in the successful proposer's submittal documents) and whose appraised value is determined to exceed seventy-five thousand dollars (\$75,000) is strictly prohibited. Such material change will result in an automatic repeal of the award, necessitating a re-issuance of the RFP for the project.

3.4 CURRENT FACILITY USE: The building currently serves as the administrative office space for the Knox County Schools and the Public Building Authority of Knox County and Knoxville, Tennessee.

3.5 DEED USE RESTRICTIONS: Knox County requests proposer's to consider when preparing their submittals the following deed use restrictions to be imposed on the purchaser of this property:

- Currently C-2/D-1 (Central Business District/Downtown Design Overlay District)
- It will be the responsibility of the successful proposer to have the proper zoning designation for the intended use.

3.6 EVALUATION CRITERIA:

3.6.1	Proposers Intended Use (Plans for Development and Future Use/Adaptive Reuse)	30 Points
3.6.2	Quality of Rehabilitation (Includes Financial Investment)	30 Points
3.6.3	Proposer's Experience	30 Points
3.6.4	Amount Offered to County	10 Points

3.7 EXCEPTIONS TO SOLICITATION: Proposers taking exception to any part or section of this RFP shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the RFP as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section IV, Proposal Format, Part X of the submittal. Do not strike through or in any way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.8 INTENDED USE: The Proposer's recommendation for reutilization of the Andrew Johnson Building will be a factor in determining final award of sale. Acceptable uses could include but are not limited to the following:

- General Residential
- Live/work Mixed Use
- Hotel
- Office or Retail

3.9 NEGOTIATIONS: Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and services standpoint. Knox County reserves the right to enter into contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until a contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.10 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.

3.11 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any vendor with any Knox County representative, other than the Procurement Division representative listed herein, concerning this RFP, **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the vendor from this procurement transaction.

3.12 PROPOSAL EVALUATION: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a proposer from reliable sources, and not within the proposal, may also be noted and made a part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.13 PROPOSAL FORMAT: This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.14 PROPOSAL INFORMATION AND SPECIAL CONDITIONS:

3.14.1 All applicants are advised to read this RFP carefully and discuss any questions with the Knox County Procurement Division. **An inspection of the site may be arranged by contacting Ben Sharbel at (865) 215-5765 or via email at ben.sharbel@knoxcounty.org.**

3.14.2 Knox County cannot ensure a profitable venture to the successful applicant. Each applicant is encouraged to make his/her own economic appraisal of the opportunity offered by this RFP.

3.14.3 It is the applicant's responsibility to make his/her own assessments of the requirements and restrictions in considering a proposal. Knox County makes no warranties or representations, express or implied, about the present condition of the property.

3.15 PUBLIC RECORDS ACT: Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this RFP shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.16 REJECTION OF PROPOSALS: Knox County reserves the right to reject any and all proposals received as result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.17 REQUIREMENTS/CONDITIONS OF SALE:

3.17.1 The sale of this property is contingent upon acceptance and approval of the Knox County Commission.

3.17.2 All property is sold "As Is, Where Is" with no warranty given.

3.17.3 The sale may be executed within one hundred eighty (180) days of Knox County Commission approval.

3.17.4 All property is to be conveyed via Quit Claim Deed at the point of sale by the Knox County Law Department. All other costs related to closing the transaction including but not limited to, private attorney's fees, document preparation fees, title insurance, etc. will be the sole responsibility of the successful proposer.

3.17.5 Any building renovation will be the sole responsibility of the successful proposer. If the building is to be renovated, all current federal, state, and local building codes must be met. Do not assume that the building you are acquiring meets all codes.

3.17.6 This building may contain environmentally hazardous materials including but not limited to asbestos and lead-based material. Proposer is responsible for containment, removal and disposal of all such materials in compliance with Federal and State law.

3.18 SITE INVESTIGATION: All site investigation conducted by the successful proposer will be done at the expense of the successful proposer. Also, the successful proposer will be required to provide the County copies of all documentation and materials collected in the researching and testing of the property.

3.19 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 30, 2017 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and five (5) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also requested.

Part I **SIGNED LETTER AUTHORIZING PROPOSAL SUBMISSION & AUTHORIZATION**

Provide a letter identifying the Proposer and introducing the development team and key partners. The letter must be signed by the individual with authority to bind the Proposer contractually. The letter must also include a statement of authorization allowing Knox County to investigate, if necessary, the Proposer's ability to finance, develop, and operate the proposed and existing facilities.

Part II **PROPOSER INFORMATION**

- Company name, address, and telephone/fax numbers
- Contact name(s) and telephone number(s)
- Contact e-mail address
- Proposer's Vendor Number as assigned by the Knox County Procurement Division
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- Acknowledgment of Addenda (if applicable)
- Introduce the ownership/development team and key partners. Include an organizational chart indicating primary proposer/owner and the roles of other key partners.

Part III **INTENDED USE/PLANS FOR DEVELOPMENT**

Describe the proposed intended use and all plans for development/future use. Include information related to the relocation of the Knox County Schools administrative offices, if applicable to proposal. Attach conceptual and other design documents for facilities that are proposed. Plans and materials submitted with proposals will not be returned unless specifically requested by the applicant. Information should include, but not be limited to, the following:

- Concept drawing/plans
- Description of intended use(s) proposed
- Description of the materials and construction methods to be used
- Proposed schedule and calendar of activities
- Sources and methods of financing for construction and operation
- Estimated detailed construction budget/pro forma

Part IV **QUALITY OF REHABILITATION**

Provide a narrative of your rehabilitation plan for the Andrew Johnson Building. The narrative should include as much detail as possible regarding which elements of the building will be saved and restored, the necessary financial investment to complete the project, and the materials and processes used in the restoration plan.

Part V **EXPERIENCE**

Provide a detailed explanation of experience for all members of the ownership/development team and key partners relating to development and restoration of similar facilities and other business or work experience for a minimum of the last ten (10) years. Provide detailed information, per Section 3.2 above, regarding three (3) properties similar in size, scope, and cost previously completed. Experience related to landmark historic properties located in a Downtown Business District should be emphasized. Include one-page individual resumes for key partners and members of the ownership/development team.

Furnish three (3) business references that are not related to applicant by blood or marriage with names, addresses, telephone numbers and current email addresses that have detailed knowledge of the proposer's experience with similar projects. Knox County may **not** be used as a reference.

Part VI **COST PROPOSAL**

Proposers shall state the offer to Knox County for the purchase of the Andrew Johnson Building. Proposers must also include the detailed financial proposal for offers to trade or relocate the schools administrative offices, if applicable.

Part VII **FINANCIAL CAPABILITY**

Provide proof of financial capability, per Section 1.16, to close on the proposed transaction and complete the development plan as outlined in this proposal. Satisfactory proof includes a letter from the proposer's financial institution and/or lender. Knox County may request to review the successful proposer's financial statements before an award is made. Please note that all financial documentation submitted by proposer will be reviewed and evaluated by County Accountants.

Part VIII **AFFIDAVIT (ATTACHMENT)**

Submit the Affidavit of Compliance with the Iran Divestment Act per Section 2.13, Exhibit A

Part IX **ADDITIONAL INFORMATION**

Proposers may submit additional information that may add value to their proposal.

Part X **EXCEPTIONS**

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

Failure to submit any of the above information or any other information requested in this Request for Proposal may result in the response being disqualified.

**EXHIBIT A
RFP #2542
AFFIDAVIT OF COMPLIANCE**

WITH

IRAN DIVESTMENT ACT

TENNESSEE CODE ANNOTATED, SECTION 12-12-106

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Tennessee Code Annotated § 12-12-106, in effect at the time of this bid submission.

President or Principal Officer

For: _____
Name of Company