



CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Funding for Improvements to Historic Buildings

**Proposals to be Received by 11:00:00 a.m., Eastern Time
December 20, 2021**

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

Funding for Improvements to Historic Buildings

Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline	3
Background	4
General Conditions	4
Scope of Service	5
Contract Requirements	8
Instructions to Submitting Entities	14
Evaluation Criteria	17
Submission Forms	18

City of Knoxville Request for Proposals

Funding for Improvements to Historic Buildings

I. Statement of Intent

The City of Knoxville is requesting proposals from owners of residential or commercial buildings located within H-1 or NC-1 historic overlay districts or listed on the National Register of Historic Places, or eligible for listing on the National Register of Historic places in the city of Knoxville who are seeking funding for property improvement projects.

II. RFP Time Line

Availability of RFP October 26, 2021

Mandatory Preproposal Conference November 9, 2021**

Deadline for questions to be submitted in writing to the
Purchasing Division December 1, 2021

Proposals Due DateDecember 20, 2021

**** The Mandatory pre-proposal conference will be held on November 9, 2021 at 9:00 a.m. Eastern via Zoom, as follows. Proposers must have a representative for the proposed project attend the meeting.**

City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Meeting - Funding for Improvements to Historic Buildings
Time: Nov 9, 2021 09:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/81299824727?pwd=UlpuM2lWQW11U1BwUVY0ZUVpQkpCdz09>

Meeting ID: 812 9982 4727
Passcode: 357101
One tap mobile
+13126266799,,81299824727#,,,,*357101# US (Chicago)
+19292056099,,81299824727#,,,,*357101# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 812 9982 4727
Passcode: 357101
Find your local number: <https://us02web.zoom.us/j/81299824727>

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

The City of Knoxville has allocated \$300,000 of its budget for Fiscal Year 2021-22 for the purpose of offering short-term, interest-free loans to help support the costs of improvement projects for historic structures within the Knoxville city limits. Both residential and commercial projects are eligible for such funding. In order to achieve the largest positive impact with the program funds, the City anticipates making multiple awards.

Up to five percent of the allocated money is reserved for non-construction projects (see Types of Projects Eligible for Consideration" below).

Proposers should refer to Section V ("Conditions of Funding") for details regarding City requirements for project funding, and should refer to Section VII ("Instructions to Proposers") for detailed information that the City will need in order to evaluate the proposed project.

IV. General Conditions

- 4.1. The following data is intended to form the basis for submission of proposals to provide Funding for Improvements to Historic Buildings from the City of Knoxville.
- 4.2. 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.
- 4.3. All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.
- 4.4. To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected firm.
- 4.5. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Purchasing Agent by the close of the business day on December 1, 2021.** Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City 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 Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations 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. All addenda so issued shall become part of the Contract Documents.

- 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) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City 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 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 qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
- 4.8. Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.
- 4.9. All expenses for making a submission of proposal shall be borne by the submitting entity.
- 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 120 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.**
- 4.11. Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**
- 4.12. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).
- 4.13. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Conditions for Funding

Before making a proposal to the City, prospective proposers should be familiar with several conditions

which will govern the eligibility of proposed improvement projects.

Important Notice: A mandatory pre-proposal conference will be held at 9:00 a.m. Eastern on November 9, 2021 via Zoom. **Note that only proposals submitted by offerors represented at the pre-proposal site visit will be considered for award.**

Proposers are advised that proposed projects must be essentially "shovel ready" at the time proposals are submitted: there will be NO material change to the scope of project or work after awards are made and contracts executed.

No Unpaid Taxes Properties for which City or County property taxes are in arrears shall not be eligible for program funding. Any other properties owned by the proposer must have City and County property taxes current. City Codes violations on any properties owned by the proposer may render the application ineligible.

Ownership of Building Proposal must provide evidence that the applicant owns the property; funding is not available to underwrite or help underwrite the acquisition of property. A copy of the recorded deed in the applicant's name will suffice as proof of ownership.

Types of Projects Eligible for Consideration To be eligible for funding, projects will support the historic preservation of structures through construction-oriented activities that will result in re-use or improved use of the structure.

Note that up to 5% of the program's funding may be awarded to non-construction-type activities focused on historic preservation, such as applying for inclusion on the National Register of Historic Places or creation of a museum exhibit. Notwithstanding other provisions of this Request for Proposals, funding for non-construction activities may be awarded without the use of a deed of trust. Funding will still be awarded through a promissory note, but such note will be fully forgivable upon the recipient's completion of all required activities as defined in the recipient's proposal and the Historic Preservation Agreement with the City. Program funds will **not** be awarded for operating expenses (e.g., payroll, printing, office supplies or equipment).

Building Codes All proposed improvement projects must meet applicable building codes.

Historic Designation or Eligibility Required The purpose of the City's funding program is to provide funding for improvements to historic buildings that have been designated or are eligible for designation as historic overlay ("H-1") or neighborhood conservation overlay ("NC-1") zones. Also qualifying for the grant are properties that are listed or are eligible for listing on the National Register of Historic Places within the City limits of Knoxville. Proposers must provide evidence to support the historic qualification of the structure. (See "Appendix" section for maps of eligible historic districts.) Properties that are determined to be eligible by the Historic Preservation Planner for one of the historic zoning overlays may qualify for historic preservation funding with the condition that a completed request for such an overlay be submitted to the Knoxville-Knox County Planning for consideration by the Historic Zoning Commission at the time of submittal of the grant application.

Eligible Properties Both residential and commercial **buildings** located within H-1 or NC-1 overlay districts and/or National Register listed or eligible for listing as described above within the Knoxville city limits are eligible for funding consideration. Note that the designation of "buildings" is intended to mean a structure consisting of walls and a roof used as a dwelling or a place of public accommodation and does not include fences, sidewalks/steps, driveways or parking areas, landscaping, hardscaping, or any other structure that is non-occupiable by design, use, or practice. "Commercial property" is defined for the purposes of this solicitation to be property that generates, or is intended to generate, income. Commercial properties may include some multi-family dwellings, but the primary use of the building generates income for the owner.

For owner-occupied buildings (including single family homes) that are exclusively or primarily residential, repayment of the loan funds, in full, will be required at the end of construction. This funding will be structured as a zero interest loan, payable upon completion of the funded work (see "Repayment of Loans" below).

For commercial buildings, including those with residential rental units, the scope of work approved for funding with the City Historic Preservation Fund must be matched by the owner with at least a 35% **cash** contribution, such contribution to fund the same items contained in the scope of work. For example, if the City funds \$50,000 in exterior improvements to a building, the owner will be required to provide a minimum of \$17,500 of its own funds (35% of \$50,000) in addition to the City funds for a total of \$67,500 in exterior improvements to the building.

Note that non-monetary, in-kind contributions cannot count toward the 35% match. Donated labor or professional services (such as architectural work) will not be assigned a monetary value.

Preference will be given to projects that propose work that is essential to maintaining/restoring the building's exterior/structure as opposed to interior improvements.

Mixed Funding Sources The City may be the proposed project's sole funding source, but other funding sources may be used in addition to City funding. In evaluating a proposed project for award, the City will review how much of the project's total cost will be funded by the City and how much will come from other sources. Proposals will be evaluated for cost reasonableness and demonstrate that City funds are needed for the project to be completed. Proposals utilizing other funding sources in conjunction with City funds may receive higher scores.

Detailed, Well-Conceived Plan Proposed improvement projects must be well thought out, with demonstrable pre-planning. The more complex the project, the more detailed the proposal must be. See Paragraph 7.4 below for information that must be included with the proposal.

Professional Services Projects anticipated to cost \$50,000 or more must have drawings stamped by an architect or engineer licensed to do business in the state of Tennessee. Copies of drawings should be included with the proposal if they are available.

Repayment of Loans Commercial building proposals that propose to re-pay the City funding at the end of construction will receive preferred consideration. Commercial building proposals that propose sale of the property at the end of construction may be required to repay the City. Additionally, proposers who intend to occupy the property at the end of construction may be required to repay the City.

Owner-occupied building proposals that are exclusively or primarily residential will be required to repay all loan funds in full at the end of construction to be eligible for consideration.

PROPOSALS MUST INCLUDE A REPAYMENT SCHEDULE, WITH PAYMENT IN FULL SCHEDULED NO LATER THAN SIX (6) MONTHS FROM THE COMPLETION/FINAL PAYOUT OF THE PROJECT.

Subject to Historic Zoning Commission Review The Historic Zoning Commission ("HZC") is appointed by the City Mayor and confirmed by City Council; it is responsible for reviewing applications to alter, demolish, or move properties protected by historic overlay and for reviewing proposed new construction in historic districts. The City will require HZC review and approval of applicable projects before dispersal of funds. More information about the HZC's responsibilities and the H-1 overlay designation may be found at: <http://archive.knoxmpc.org/zoning/brochures/h1.pdf>.

Evidence of Homeowner's /Building Owner's Insurance Evidence of insurance is not required with the proposal. However, evidence of insurance will be required before any award is made.

Evidence of Contractor(s) Insurance and Licensure Evidence of contractor(s) insurance and appropriate licensure is not required with the proposal. However, evidence of insurance and appropriate licensure will be required before any award is made.

Changes to the Project The City, in making its awards, will give consideration to the proposed project only. Any changes to the project, either before or after award, may not be made without written approval by the City of Knoxville; otherwise, the City reserves the right to withdraw its commitment. The City reserves the right to partially fund projects, which may require some revision to the proposed scope of work. Any such changes must be approved in writing by the City. **NO MATERIAL CHANGES TO THE PROJECT WORK WILL BE APPROVED AFTER CONTRACT EXECUTION.**

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

- 6.1. Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.
- 6.2. Administration.** The contract will be administered by the City of Knoxville's Housing and Neighborhood Development Department.
- 6.3. Invoices.** Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4. Independent Contractor.** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.
- 6.5. Assignment.** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 6.6. ADA Compliance.** With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
- 6.7. Indemnification and Hold Harmless.** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, 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 Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City 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; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor 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, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

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

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

6.8. Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.9. Insurance Requirements for Owner-owned Commercial and Residential Property. Proposers should note that the following requirements include City required coverages for both the property owner and the contractor hired to undertake the project work:

- Insurance Requirements for Owner-owned Residential Property (Property which is not used to generate income for the Owner) and for which the loan is less than \$1,000 The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$100,000 and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$500,000 per occurrence.
- Insurance Requirements for Owner-owned Residential Property for which the loan is more \$1,000 or more The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least

\$200,000 and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

- Insurance Requirements for Owner-owned Commercial Property (Property which is used to generate income for the Owner) The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$500,000 and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.10. Contractors Performing Work for Owner All project work shall be performed by qualified contractors in accordance with industry standards, local codes, ordinances, permit, and inspection requirements. In addition, all construction must conform to all Infill Design Guidelines as developed by the Knoxville-Knox County Planning, the City's Neighborhood Housing Standards, and all applicable City housing and building codes and zoning requirements. For property listed on, or eligible for, the National Register of Historic Places, all work must comply with the Secretary of the Interior's Standards for rehabilitation of Historic Properties. If the Property is a contributing property within a potential Historic District, a National Register District, a Redevelopment Area, or an H-1 Historical Zoning Overlay, then all rehabilitation work, new construction or other alterations shall conform to the specific area requirements.

Contractors hired to undertake work on behalf of the Owner must be licensed professionals as required by the state of Tennessee, see T.C.A. Sections 62-2-101, *et. seq.*, for any services in this contract requiring such licensure. Before a contract is signed by the City, the Owner **must** provide the City with: 1) evidence of contractor(s) licensure in the appropriate contractor category or categories; 2) evidence of contractor(s) required insurance coverage; and 3) a copy of contractor(s) valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered.

Rehabilitation projects undertaken on buildings that contain asbestos will require asbestos abatement or containment where the asbestos will be disturbed. Any such abatement or containment work shall be done by trained and certified asbestos workers and supervisor(s) through a professional, certified, and licensed company specializing in asbestos removal. Contractor will be required to provide proof of proper certifications, licensures, and permitting to the City of Knoxville prior to the commencement of any work under this contract.

Rehabilitation projects undertaken on buildings constructed prior to 1978 may require lead remediation. Any additional costs to meet lead based paint requirements may be offset with a loan. Contractors hired to undertake such work shall treat all applicable surfaces (interior and exterior) in full compliance with the lead base paint regulations found in "EPA Renovation, Repair and Painting Rule found at 40 CFR (Code of Federal Regulations) § 745."

6.11. Applicable Building Codes and Standards All project work shall also be performed in accordance with the Standard Building, Plumbing, Gas, and Mechanical Codes and the National Electrical Code, regardless of whether specific reference is made to these codes in the work write-up. The Rehabilitation Specifications and Design Standards establish the standards to be

followed in executing this Agreement relative to materials brands, methods of installation, and workmanship. All project work carried out under this Agreement shall be of first quality and performed in a workmanlike manner. All materials shall be new, in good condition, and consistent with the Rehabilitation Specifications and Design Standards. Provisions shall be made as necessary for substitutions of materials of equal quality. In those cases where the work write-up and the Rehabilitation Specifications and Design Standards conflict, the work write-up shall take precedence, and the material and workmanship prescribed by the work write-up shall be required.

- 6.12.** Agreement between Owner and Contractor(s) Hired to Perform Project Work The Owner and the Contractor(s) selected by the Owner to perform the project work will be required to enter into a separate Agreement Between Owner and Contractor to establish the relationship between the parties and the obligations imposed on each.

This agreement will contain the following indemnification clauses:

- The Owner and the Contractor agree to indemnify and hold harmless the City of Knoxville from liability resulting from any damage, injury, cost, or loss to persons or property arising from the execution of this Agreement.
- The Contractor shall indemnify and hold the Owner harmless from all claims growing out of the lawful demands of all subcontractors, laborers, suppliers, workers, mechanics, material men, and furnishers of machinery and parts thereof incurred in the performance of the work. The Contractor shall be held responsible for failure to adhere to and comply with all local laws controlling in any way the actions of those engaged upon the work, or affecting materials, transportation, or disposition of same. The Contractor shall assume all liability for and indemnify and defend the Owner from any damages, claims, losses, costs, and actions that may arise from personal injuries or property damages sustained by mechanics, laborers, or other persons by reason of accidents or otherwise occurring through neglect or carelessness of the Contractor. The Contractor shall hold harmless and defend the Owner from liabilities, claims, judgments, costs, and expenses that may, in any manner, arise against the Owner in consequence of the granting of this Agreement.

- 6.13.** Loan Structure. Owners of owner-occupant buildings will be provided direct payment loans that will not be forgivable and will require full repayment of all funding provided through the City Historic Preservation Fund upon completion of approved construction.

Owners of commercial buildings will be provided deferred payment loans by the City that will be forgivable upon completion of the project and compliance with all terms, covenants, and obligations contained in the loan documents. For approved projects where Owner will reimburse the City for all or part of the provided funds, the reimbursable portion of the funds will be provided through a direct payment loan that will not be forgivable. Owners of commercial buildings will be required to match the funding provided through the City Historic Preservation Fund with 35% cash contributions by the owner.

No Owners may request disbursement of funds until the funds are needed for payment of an eligible development cost. The amount of each request may not exceed the amount needed for actual, eligible, and reasonable expenses incurred.

All funds loaned will be evidenced by a Promissory Note executed by Owner and secured by a Deed of Trust on the Property, of the same date, and duly recorded in the Register's Office for Knox County, Tennessee. By submitting a proposal pursuant to this RFP, Owner represents that the Owner possesses at least a portion of the applicable building that is (1) capable of being encumbered by a Deed of Trust signed only by the Owner, and (2) of fair market value equal to or greater than the amount of funds loaned by the City (e.g., common areas and/or structural

components of a condominium building). The Owner's inability to sufficiently encumber the building with a Deed of Trust as required by this RFP may render the Owner ineligible to receive funding through this program. Owner agrees that the City will have the right to cancel or terminate the loan, at any time, and that the full amount of any monies included in the loan that have been advanced to Owner by the City will be due and payable by the Owner to the City on demand if the Owner breaches any of the terms, covenants, and obligations contained in the Promissory Note, Deed of Trust, or any other agreement between the Owner and the City.

Note Regarding Homeowners' Associations (HOAs): In the case of an HOA, the loan would be secured by the common areas and not by individual units. The applicant will need, therefore, to clearly state in the proposal exact what part or parts of the building will secure the City's funds. The deed of trust and promissory note will be based on that information.

- 6.14. Schedule for Completion The Owner agrees to complete the rehabilitation and/or construction of the structure located on the Property within 180 days, with any extension of time provided at the sole discretion of the City. The Owner will begin the work necessary to rehabilitate the structure located on the Property promptly upon execution of the Program Agreement with the City. All work shall comply with all applicable City of Knoxville codes, inspection and permitting rules, approved plans and specifications, and the applicable Infill Housing Guidelines for the proposed work.
- 6.15. Lender Commitment The Owner agrees to obtain a written commitment from any and all lenders for all necessary financing for the rehabilitation and/or construction described in the proposal within 60 days from the date the City accepts the proposal for funding. Borrower will provide, or cause to be provided, to the City supportive documents from the lender(s) fully disclosing the financing terms. Any accepted proposal is subject to cancellation by the City if the Owner fails to complete this obligation.
- 6.16. Property Security and Maintenance During the period beginning upon the City's acceptance of the proposal for funding and continuing to the date the City issues a notice of completion of the rehabilitation, the Lendee agrees to secure and maintain the Property.
- 6.17. Inspections by the City The Owner will permit inspections at reasonable times by the Department's staff and designated agents to determine compliance with the terms of this Agreement.
- 6.18. Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.
- 6.19. Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.
- 6.20. Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.
- 6.21. Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.22. **Licenses.** Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state

of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

- 6.23. Funding.** The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
- 6.24. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.
- 6.25. Subcontracts to the Agreement.** Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 6.26. Amendments.** This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.
- 6.27. Captions.** The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.
- 6.28. Severability.** If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 6.29. No Benefit for Third Parties.** The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.
- 6.30. Non-Reliance of Parties.** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 6.31. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.32. EEO/AA.** The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.33. By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City's 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 October 26, 2021, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2. Submission Information

Option 1 - Electronic Submission Procedures. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on December 20, 2021. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "RFP - Funding Historic Preservation of Buildings", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files **MUST** use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Historic Preservation of Buildings.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

Option 2 - Hard Copy Submission Procedures: Proposals shall include one original and one electronic copy of the proposal (.pdf format on CD or USB drive only—mark the storage device with the company name); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed submissions; do not email your submission.

IMPORTANT NOTE: The original hard copy submitted proposal must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). 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 11:00:00 a.m. (Eastern Time) on December 20, 2021. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “RFP – Funding of Historic Preservation of Buildings.”

Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

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 Purchasing Division 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. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3. Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). 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](#)
 - C. [No Contact/No Advocacy Affidavit](#)
 - D. [Iran Divestment Act Certification of Noninclusion](#)
 - E. [Diversity Business Enterprise Program Form](#)
 - F. [Exceptions to Terms and Conditions](#)
4. Body of Proposal: See paragraph 7.4

[NOTE: All required submission forms may be found in this solicitation document.](#)

7.4. Items to Include in Body of Proposal

The more complex the project, the more detail will be required. Tell us, in detail, what your project will

consist of and who you anticipate will undertake the work. For projects where the City will only fund a portion of the work, the proposal should indicate how the un-funded portion of the work will be paid for/financed. Smaller projects will probably not need a tab for each of the following categories, but larger project undoubtedly will.

Tab 1: Project Description and Evidence of Pre-Planning Start by telling us why you need to undertake the proposed improvement project. Then show us that you have thought through the project from start to finish with demonstrable pre-planning (in other words, tell us about any appraisals, architectural/engineering plans, environmental reviews, financing packages, etc., that you have already undertaken and **show us the associated paperwork**). The City **MUST** see written evidence of such pre-planning.

Tab 2: Cost Estimates and Project Timetable Proposals must contain cost estimates or quotes for the proposed project. These must be provided by licensed businesses and/or contractors, usually in the form of a written quotation for the work to be performed. Estimates/quotes must contain the detailed written descriptions and/or drawings of the work to be performed for that cost, and must state a reasonable period of time that it will take to complete the quoted project. Proposals should include a list of all sources of funding and amounts for each source and how the funds will be used during the project. Proposals must demonstrate the need for City funding in order to fill a gap so that the project can be completed. For commercial projects, an operating pro-forma should be provided in the submission.

Tab 3: Design Suitability/Benefits of the Project Proposals must **specifically state** how the proposed improvement project will improve or stabilize the building's long-term life, benefit the neighborhood's overall appearance, and/or enhance local property values. Commercial building projects must communicate the type of business, potential for job creation, and/or how the business will benefit the community.

7.5. Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee 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.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals 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 Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, 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 Request for Proposals, will be selected to begin contract 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 may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

In an effort to make the most widespread usage as possible of the City \$300,000 program funds, the City intends to make multiple awards. In evaluating an improvement project’s merits, several aspects of the project will be reviewed, evaluated, and scored by an Evaluation Committee. Those criteria for evaluation are listed below.

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

Project’s Cost and Financial Feasibility (30 points) – Costs have been researched or quotes/estimates have been provided by licensed businesses/contractors. All project funding sources and amounts are provided with uses identified. Proposal clearly demonstrates that City funds are needed in order to complete the project. Where appropriate, operating pro-formas are provided indicating that the project is feasible.

Project Objectives/Community Benefit (25 points) – Some projects will promote a direct benefit to the community, which others may be less obvious but equally important to long-term community improvement and stability.

Project Readiness (25 points) – Project is well planned, with a clearly articulated scope of the work to be performed along with reasonable associated costs. Proposal describes the overall project and explains how the proposed project fits into a larger rehabilitation project, where appropriate. Preference will be given to projects that propose work that is essential to maintaining/restoring the building exterior/structure, as opposed to interior improvements

Loan Repayment (20 points) – At the end of the project, repayment of all or part of the funds for improvement of a commercial building is proposed.

Submission Forms



CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Funding for Preservation of Historic Buildings

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; December 20, 2021; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: All submissions of proposals shall comply with the instructions found in [Section 7, Instructions to Submitting Entities](#). These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation; **do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

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

Non-Collusion Affidavit of Prime Bidder

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 Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bid 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, 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; and
5. The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of

_____;

the Proposer that has submitted the attached Proposal;

- (2) The Proposer _____ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, the Department of Housing and Neighborhood Development or any other City staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "No Advocating" policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Iran Divestment Act

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

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

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Diversity Business Enterprise Program (DBE) Program

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2021 goal is to conduct 5.35% of its business with minority owned businesses, 9.5% of its business with women-owned businesses, and 38.4% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

Exceptions to Terms and Conditions

Applicants shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED. **INDEMNIFICATION LANGUAGE IS NOT NEGOTIABLE.**

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the City something significantly different than the City requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to City terms and conditions. Reference the actual number of the City's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (Add additional pages if necessary.)

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as exceptions above.

Signature

Title

Date