

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS

**Master Plan Development for
Chilhowee Park and Exhibition Center**

**Proposals to be Received by 11:00:00 a.m., Eastern Time
August 24, 2018**

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

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**City of Knoxville
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I. Statement of Intent

The City of Knoxville is requesting proposals from qualified and responsible firms or teams for the development of a site Master Plan that will guide the future strategic direction and development of approximately 135 total acres of City property. This acreage includes Zoo Knoxville, encompassing 53 acres, as an adjoining property which already has an approved strategic plan, master plan, and related capital campaign plan in place. The Chilhowee Park and Exhibition Center contains about 81 acres and includes leasehold interests of The Muse, Tennessee Valley Fair, and Golden Gloves Charities. The purpose of this RFP is to determine the most responsive and responsible firm qualified to provide planning services to assist the City in developing the future direction and growth of Chilhowee Park and Exhibition Center in conjunction with the existing development plans of Zoo Knoxville, leaseholders, Magnolia Avenue corridor, and Burlington redevelopment.

II. RFP Time Line

Availability of RFP July 26, 2018

Deadline for questions to be submitted in writing to the
Purchasing Agent August 16, 2018

Proposals Due Date August 24, 2018

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

Project Goals and Objections

Chilhowee Park and Zoo Knoxville are located in an area near the Magnolia Ave Streetscape Project and façade improvements being completed in the Burlington Business District. In 2017, the City’s public transit system opened a new transit super-stop on Kirkwood Drive. The Chilhowee Park Neighborhood Association, Burlington Residents Association, Parkridge Community Organization, and Town Hall East are all active and diverse neighborhood groups with a vested interest in seeing improvements at the Park.

Chilhowee Park includes several amenities under lease with the City or managed by other entities that serve the Knoxville community in varying ways. The Muse provides science, technology, engineering, art, and math education opportunities on-site and through an extensive outreach program. The building contains interactive exhibits, play space, and offices.

Tennessee Valley Fair shares office space with the park staff in the Administration building. They have been a partner at the park from several years and have acquired property in their name that benefit both the Fair and Park guests year-round through a mutual use lease. The Fair has a 100 year history in the City and draws 100,000+ visitors annually to the area. Golden Gloves Charities provides boxing training and education, as well as, mentoring and tutoring services to area youth.

Zoo Knoxville, under the direction of the Zoo Board of Directors, has approved a strategic plan and master plan. The zoo embarked on a \$30M capital campaign, Dream Wilder, to fund the first phase of the Master Plan which includes the Boyd Family Asian Trek and the International Herpetology Learning Center. They are planning their next new development based on phase 2 of the Master Plan.

With this in mind, the City as owner of the 140 acres which includes Zoo Knoxville and Chilhowee Park has the following goals:

1. Establish a Master Plan that enhances the public and private investment in the area and better serves the Knoxville community while recognizing the history of the Park and its impact on the surrounding neighborhoods and community partners.
2. Evaluate infrastructure needs that will benefit the Zoo and Chilhowee Park. This includes but is not limited to electrical utilities, roads, access points, parking, stormwater, and greenspace.
3. Evaluate the current property and structures at Chilhowee Park to determine their feasibility and identify appropriate new structures necessary to better serve the stakeholders and users of the Park.
4. Engage a wide variety of stakeholders through public participation. The engagement process might include charrettes/workshops, brainstorming sessions, community meetings, focus groups, interviews and surveys to include at least the following stakeholders:
 - City Council, County Commission, and Zoo Board
 - Neighborhood Groups (Chilhowee, Parkridge, Town Hall East, etc.)
 - Staff of Zoo Knoxville, SMG, TVA&I Fair, The Muse, Spectra, and Golden Gloves Charities
 - Performance stakeholders, booking agents, Hispanic event groups (Byron Ponce), Beck Cultural Center
 - Meeting/Event Planners, Visit Knoxville Sales, SMG Sales
 - Knoxville Chamber Partnership, Hispanic Chamber of Commerce, East Knoxville Business Association, and Magnolia business owners
 - Developers, historic preservation groups, City plan review board members, Metropolitan Planning Commission
5. Provide prioritized recommendations and phasing for additions, renovations, redevelopments, replacements, decommissioning, maintenance and improvements of existing and proposed structures, facilities, and amenities.

6. Prepare and deliver a final master plan study suitable for determining phasing, budgeting, and implementation by the City.

A. About Knoxville

A LIVABLE AND LIVELY COMMUNITY

Nestled in the foothills of the Great Smoky Mountains, Knoxville offers an affordable cost of living, unparalleled natural beauty and eclectic neighborhoods and communities that suit any style of living. With its solid real estate market, access to quality healthcare, outstanding educational opportunities and dedication to sustainability and energy conservation, anyone can benefit from making a move to Knoxville.

Knoxville's vibrant urban core offers diverse residential, retail and entertainment offerings while being located just three miles from the Urban Wilderness, a unique adventure playground for hikers, mountain bikers and trail runners. Knoxville is also home to the University of Tennessee, the state's flagship university, which offers outstanding academic opportunities and top-tier collegiate athletics. All of these attributes and more led to Knoxville being named one of the Top 100 Best Places to Live by *Livability*.

The city continually receives high marks regarding quality of life. In 2015, Forbes magazine named Knoxville as the second most affordable city in America based on housing prices, living costs, and the consumer price index. The American Chamber of Commerce Researchers Association (ACCRA) also ranked Knoxville as one of the more affordable southeast urban areas, with a cost-of-living index of 86.4 in 2015, the average of participating cities equaling 100.0.

DOWNTOWN REDEVELOPMENT

Knoxville continues to experience renewal in downtown activity and living that has helped revitalize its urban core. In the last ten years, over \$83 million dollars have been invested in downtown. The number of residential units has increased, with 225 condominium and 643 new apartment units added to the inventory since 2006. New retail, restaurants, theaters, hotels and festivals draw locals and tourists alike to downtown.

ECONOMY

The Brookings Institution ranked the Knoxville metropolitan area as the 48th best-performing in the country, based upon job growth, unemployment figures, output in gross product, and housing prices. Among Tennessee's metropolitan areas, Knoxville was second only to Nashville, which ranked seventh nationally.

Knoxville's commerce and industry is characterized by economic diversity, counting national and global companies such as Pilot Flying J, Regal Entertainment Group, Discovery Networks (formely Scripps Networks Interactive), Sysco Corporation, Clayton Homes, and Bush Brothers locally based businesses. Knox County has seven business parks, four regional malls, and over 200 shopping centers/factory outlets. The area is promoted by Knoxville-Oak Ridge Innovation Valley, an economic development partnership for regional business growth. The

Tennessee Valley Authority (TVA) is a federally-owned corporation headquartered in Knoxville; the nation's largest public power provider, TVA employs over 12,000 people region-wide.

In 2013, Knox County's per capital personal income was the eighth highest in the state at \$41,533. The median home price for properties in Knoxville is \$147,500.

Residential property in Tennessee is assessed at 25 percent of appraised value and commercial/industrial property is assessed at 40 percent; property taxes are approximately \$2.72 per \$100 assessed value for Knoxville properties and \$2.32 for \$100 in Knox County. City of Knoxville residents pay both City and County property taxes.

HEALTHCARE

Knoxville's medical and health care sectors cover a wide range of services, from urgent care and walk-in clinics to seven general use hospitals and one children's hospital. The city's largest hospital is the University of Tennessee Medical Center with 581 beds, followed by Fort Sanders Regional Medical Center (541), Parkwest Medical Center (462), and Physicians Regional (370). Fort Sanders Regional Medical Center and East Tennessee Children's Hospital (152) are both located within walking distance from the former State Supreme Court site.

TRANSPORTATION

Knoxville is connected to the U.S. through an extensive transportation network. Nearly half of the nation's population is within an eight to ten-hour drive of Knoxville via I-40, I-75, and I-81, which meet in the heart of the metro area. Also serving the area are six airlines that fly out of Knoxville's McGhee Tyson Airport (TYS) and a public transit service (Knoxville Area Transit or KAT) that runs 24 public bus routes, carrying 3.5 million passengers a year in the city. Kat also provide free downtown trolley service along three major routes. KAT's downtown transit station serves as the intermodal public transportation hub for metropolitan Knoxville.

EDUCATION

Knoxville is the home of the University of Tennessee's flagship campus, with a student population of over 28,000. Ranked 47th among public universities of America (based upon a number of performance indicators, including peer assessments, graduation/retention rates, and student-faculty ratio) by U.S. News & World Report -- making it a first tier institution -- the University's ties to nearby Oak Ridge National Laboratory through their UT-Battelle partnership promote an abundance of research opportunities for faculty and students alike. In addition to its well-known sports teams, UT has outstanding academic programs, art and theater offerings, and regular public performances by the University's School of Music.

Post-secondary education also is available at nine other public and private four-year institutions in Knox County and the surrounding area. Three community colleges offer two-year, associate degree programs, and several vocational and technical institutions also serve the area.

The Knox County School system earns consistently high scores in math, science, and social

studies achievement from the Tennessee Department of Education. The school system comprises 90 schools (elementary, middle, and high schools, and 10 adult learning centers), as well as five magnet schools and a STEM academy. The average classroom ratio is one teacher for every 16 students; and the high school graduation rate, as of school year 2014-15, is 90%. Approximately 50 private and parochial schools also provide elementary and secondary instruction in Knox County.

The Public Library system offers special programs for both children and grownups, and has special events targeting teens (a recent program was "Robotics @ the Library"). The downtown Lawson McGhee library and the system's 17 branch libraries house over 1.3 million holdings.

TOURISM, ARTS, & CULTURE

Knoxville supports an active tourism and convention trade with a 500,000-square foot convention center and World's Fair Exhibition Hall with 66,000 sq. ft. of exhibition space both located at World's Fair Park. World's Fair Park also includes a 1200-seat Amphitheatre, Performance Lawn for up to 10,000 and a Festival Lawn for up to 4000 attendees. Other local facilities include a 6500 capacity Coliseum and adjoining Civic Auditorium with 2500 seats owned by the City, the University of Tennessee's 22,000-seat Thompson Boling Arena, in addition to the historic Tennessee Theatre with 1700 seats and Bijou Theatre with 700 seats. There are numerous smaller performance venues that promote local, regional, and national talent.

The downtown market currently has eight full-service and three select-service hotels with a total of nearly 1600 rooms. The Tennessean, offering luxury accommodations and an estimated 86 rooms, opened in Spring of 2017; Hyatt Place with 165 rooms opened December 2017 in the historic Farragut Building, and three more hotels are slated to open in the next year adding nearly 400 more rooms. By the end of 2019, the total room availability in full- and select-service accommodation is anticipated to be over 2000 units just in downtown Knoxville.

Rooted in its Appalachian tradition and enlivened by progressive, modern influences, Knoxville's attitude toward arts and culture is broad-based and diverse, running the gamut from potters and blacksmiths to orchestra conductors to indie musicians performing avant-garde music in one of the city's numerous performance venues. Knoxville is home to the Knoxville Symphony Orchestra and Knoxville Opera Company, as well as a number of dance companies and choral groups.

The Knoxville Museum of Art, located a short walk from the former State Supreme Court site and World's Fair Park, and the Emporium Center for Arts and Culture both feature changing exhibits throughout the year. The East Tennessee History Center, McClung Museum of Natural History and Culture on UT's campus, and the Beck Cultural Center all celebrate Knoxville's regional heritage.

The Dogwood Arts Festival, Knoxville Opera's Rossini Festival, International Biscuit Festival, Pridefest, and Christmas in the City are a few of the many festivals and special events hosted each year in Knoxville. Big Ears music festival continues to enjoy national prominence.

RECREATION & SPORTS

Knoxville boasts two skate parks, four dog parks, three municipal 18-hole golf courses, seven senior citizen centers, two public swimming pools, and 49 municipal tennis courts at 12 different locations throughout the city. The nearby Great Smoky Mountains National Park is visited by over 10 million guests each year, and Knoxville is surrounded by a number of state parks and lakes.

A key amenity just minutes from downtown is Knoxville's Urban Wilderness. Located within 1,000 forested acres along downtown's south waterfront, the UW creates an exceptional recreation opportunity with over 50 miles of trails and greenways, 10 city parks including Ijams Nature Center with the Navitat Outdoor Adventure Park, four civil war sites, a 500-acre wildlife area, Mead's Quarry lake with swimming, paddle board and kayak rentals, incredible views, and natural features that provide a premiere outdoor experience with regional and national appeal.

Nationally-ranked UT athletic teams enjoy enthusiastic fan support, as do the Knoxville Ice Bears (hockey) and the Tennessee Smokies (Double-A affiliate of the Chicago Cubs). Notable sporting events include Ozone Gymnastics Invitational, National Cornhole Championships, USA Cycling Nationals, Bass Master Elite, and Bassmaster Classic. Knoxville has also played host to numerous AAU Junior Olympic Games, the USA Diving AT&T National Championship, and Powerboat Super League Classic on the Tennessee River.

B. About Chilhowee Park and Exhibition Center



Chilhowee Park & Exposition Center is an 81-acre, multi-use, venue owned by the City of Knoxville and currently has an operating budget of \$1.17 million. SMG manages the property as part of their contract to manage the City's public assembly facilities which also includes the Knoxville Civic Auditorium and Coliseum, Knoxville Convention Center, and World's Fair Exhibition Hall.

The land that became Chilhowee Park was originally part of a dairy farm and remained under private ownership until 1926 when the City purchased it from James Sterchi. In 1910 and 1911, Chilhowee Park hosted the first two Appalachian Expositions which were held to demonstrate progress in Southern industry. President Theodore Roosevelt spoke in 1910 and President William Howard Taft spoke at the 1911 Exposition. The expositions featured a large exhibit hall, a Tennessee marble bandstand, and a building constructed by Knoxville College students to exhibit the city's African American history. A re-furbished, granite bandstand is the only remaining structure built for the 1910 Exposition.

The park serves as a central gathering place for the Beck Cultural Exchange Center's 8th of August Jubilee. The annual event marks a pivotal time in African American history as the date of the Emancipation in 1863 when slaves were freed. Until desegregation, Chilhowee Park was only open to African American visitors on this date, August 8. The Beck Center's annual Jubilee continues to celebrate this history of the Emancipation.

The park and exposition center is located less than a mile away from interstate access and minutes from downtown Knoxville. The facility includes a 3-acre lake, 4500 seat amphitheater, 57,100 sq. ft. exhibition hall, barns, arenas, a playground, picnic shelters, and RV parking.

Due to the park topography and location of Lake Ottosee in the park, there have been instances of flooding of the surface parking lots and Midway tunnel through the years. The City has completed dye studies and evaluated flood control measures for the park. Studies indicate that stormwater drainage flows predominantly through elaborate, subsurface systems to the east. The City installed a supplemental flood control system to discharge stormwater to the South to remove excess stormwater from the park. To prevent Zoo Drive and Prosser Road flooding to the east, in 2014 the City installed a flood control system at Timothy Lake which also equalizes the water level of Lake Ottosee.

Beverage and food service in the Jacob Building is provided by Spectra/Ovations Food Services. The on-site management team at Chilhowee Park offers a full range of event services and equipment: tables, chairs, pipe and drape, crowd control barriers, bleachers, traffic cones, event personnel, security personnel, etc. Annual events at the park facilities include Foothill's Craft Guild, Junior League of Knoxville, Gold Wing and National Street Rod Associations, and the annual Christmas events at Chilhowee Park. In the last fiscal year under management by SMG, the Park has averaged over 124 events per year utilizing more than 350 event days with nearly 167,000 attendees.

The Park is home to the TVA&I Fair which has an exclusive use agreement with City for use of the park for three weeks in September each year. The Tennessee Valley Fair is a non-profit, 501(c)(3) organization and one of the state's largest multi-day events attracting nearly 150,000 attendees each year. Known for its innovative exhibits, livestock shows, concert series, action sports, exciting rides, and a variety of unique foods, the Tennessee Valley Fair offers great entertainment for the entire family. In 2019, the Tennessee Valley Fair will be celebrating its 100 year.

The Muse Knoxville, a children's science museum formerly known as the East Tennessee Discovery Center, is located within Chilhowee Park. The Muse focuses on STEAM educational opportunities with a mission to inspire and empower generations at the intersection of science and art. Last year, The Muse's TN-certified school outreach educators provided over 37,000 discovery-based state-standard science programs in 16 counties, impacting over 158,000 students.

Golden Cloves Charities, Inc. leases the Kerr Building at Chilhowee Park, which is also known as the Ace Miller Golden Gloves Arena. Golden Gloves Charities conducts a comprehensive amateur boxing program under the City's Parks and Recreation Department, provides boxing training sessions to boys and girls of Knoxville at no charge, offers tutoring for athletes in need, and holds fundraisers on behalf of the charity.

The following structures are located at Chilhowee Park:

1. The historic Jacob Building

- renovated, two-story exhibition hall
- 100 ft. x 400 ft. footprint
- 36,600 sq. ft. of floor space on the main level
- 20,500 sq. ft. on the balcony
- five overhead load-in doors

- upgraded lighting and HVAC
 - four restrooms
 - two family restrooms
 - concession area
 - ticket windows at main entrance
2. Homer-Hamilton Amphitheater
 - open air theater with a seating capacity of 4,500
 - dressing rooms
 - restrooms
 - three double ticket windows
 - concession area
 3. The Action Sports Arena
 - 14 acres suitable for action sports entertainment like tractor pulls and motor-cross
 - seating capacity of 3,000
 4. 70,000 sq. ft. of covered, open-air barns and pavilions suitable for agricultural events
 5. The MUSE and KaBOOM Playground
 6. Kerr Building/Ace Miller Golden Gloves Arena
 7. Two open-air pavilions and associated restroom facilities
 8. Administrative Offices for Park staff a portion of which is leased to TVA&I Fair
 9. Poultry Barn (closed to public access)
 10. Maintenance buildings

C. About Zoo Knoxville



Zoo Knoxville is a premier tourist destination of the region with an operating budget for

FY18/19 of just under \$10.3M, of which the City of Knoxville is providing \$1.35M. Zoo Knoxville occupies 53 acres, adjoins Chilhowee Park at its northwest corner, and shares some of the park property for parking.

The zoo is the City of Knoxville's largest tourist attraction and ranks 15th in the State of Tennessee's nonprofit attractions. The zoo is growing rapidly as the result of a nearly \$40 Million redevelopment project. A second, \$40 Million phase is planned to begin around 2021. In the past 5 years, the zoo has undergone transformative change, including a new rebranding, new gateway signage/sculpture as a wayfinding and welcoming icon, a \$10M tiger habitat for breeding critically endangered Malayan tigers, and \$6M habitats for endangered gibbons and langurs. The gateway signage was recognized with a beautification award and the gibbon/langur exhibits won USA Today's Top 10 best exhibits in the United States. A \$2M café will open in 2019, along with a \$2M river otter habitat. A \$15M international herpetology learning center will debut in 2020 to showcase the zoo's international work as a leader in reptile and amphibian conservation and as a premier facility devoted to interactive learning of STEM concepts.

Marked by 3 years of record breaking attendance, visitation to Zoo Knoxville has grown by 26% (over 100,000 people) since 2013. Current attendance is 500,000 and projected to reach over 800,000 within the next 8 years. Over 50% of the zoo's guests are tourists from outside 50 miles bringing an estimated \$28M in economic activity.

Zoo Knoxville had humble beginnings in 1935 as the Birthday Park, a small four-acre plot. The zoo grew slowly and became a municipal zoo with the City of Knoxville and hired the first director, Guy Smith in the early 1970s. The zoo continued to expand and modernize. In 1984, the zoo received accreditation with the Association of Zoos and Aquariums and has maintained that status through current times.

Zoo Knoxville today is a modern zoological institution, committed to animal conservation initiatives, environmental education and tourism development. Animal health and wellness, stellar animal care, and exceptional customer service/guest experience are front of mind in daily operations. With a legacy of the first two elephant births in the western hemisphere, the zoo has developed its animal conservation initiatives further. The zoo participates in 83 Species Survival Plans for threatened and endangered animals and is internationally recognized for conservation work with Himalayan red pandas, Malagasy tortoises and local bog turtle right here in East Tennessee. A new species of mud puppy was recently discovered in a local river by zoo herpetologists.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to develop and provide a Master Plan for Chilhowee Park and Exhibition Center for 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 consultant.

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 Assistant Purchasing Agent by the close of the business day on August 16, 2018.** 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. Scope of Service

The following describes the Project Scope and Deliverables and a timeline which may be subject to change during Contract negotiations with the selected team. The overall anticipated length of developing this plan, after team selection, is 6 months. The scope of services requested includes the following phases of work:

Phase 1: Site Analysis, Data Gathering and Base Mapping (2 Months)

This will include the gathering of existing site data, inventory and base mapping. The City of Knoxville and Zoo Knoxville will provide existing CAD files, reports, previous park project plans, and other pertinent information related to prior design and development efforts. The Consultants will meet with Park staff, Zoo staff, and designated City leaders to conduct a thorough review and summary analysis of the property, which includes but is not limited to:

- Visitor amenities, circulation and public spaces
- Visitation & visitor profile
- Attendance, traffic, parking
- Analysis of existing Zoo and Park land use

- Analysis of overall Zoo and Park maintenance practices
- Existing Park buildings (including administrative, educational, operational)
- Existing utilities/infrastructure (including domestic water, irrigation, electrical, lighting, drainage, shutoff valves)
- Existing service facilities and service vehicle access
- Current landscaping
- Existing subterranean systems effecting storm-water management

Deliverables shall include an analysis report of existing facilities and a plot plan of existing facilities and utilities.

Phase 2: Strategic Business Plan (2 months)

The Consultants will develop a Strategic Business Plan for Chilhowee Park which includes but is not limited to:

- S.W.O.T. analysis
- Market analysis
- Identify and review trends and recent developments in similar City owned public assembly facilities
- Economic impact analysis
- Economic development strategy
- Attendance & operational projections
- Public/private funding partnerships
- Marketing plan
- Operations plan

Deliverables shall include a comprehensive five to ten-year Strategic Business Plan for Chilhowee Park. The plan will be a framework based on common themes and values received from the on-site staff, City leaders, and park stakeholders and include economic development strategies for the area, revenue generation, recreational trends and needs, program and event opportunities, public/private partnership opportunities, development of new facilities and enhancements to existing facilities.

Phase 3: Facility Master Plan (4 Months – occurring concurrently with Phase 2)

The Consultants will design and develop a Master Plan which includes but is not limited to:

- An immediate phase of improvements to assist in establishing Chilhowee Park as a prime public facility.
- Concept development/key themes
- Innovative ideas linking The Park with Zoo Knoxville's strategic plans and master plan
- Plan for revenue generating facilities, including renovation and/or expansion of public assembly and entertainment venues
- Enhancements to landscaping and public pathways
- Facility support services
- Traffic, attendance & parking projections
- Vehicular circulation plan
- Service and operations plan
- Proposed utilities upgrade
- Prioritization and phasing of projects

- Statement of probable costs, including escalation

Deliverables shall include a Master Plan that will chart the park's future development for the next five to ten years which includes an overlay of plans for improvements at Zoo Knoxville. This cohesive conceptual design of the facilities of the entire park space will include all existing and proposed buildings, visitor amenities and attractions, guest and staff circulation, outdoor spaces, roads and service ways, public walkways, vegetation and landscape areas, utilities, perimeter fencing, etc. The Master Plan should include the overall conceptual approach, drawings, sketches, graphic illustrations, maps, charts, perspective renderings, cost estimates, project descriptions, schedule, and project sequencing all of which will be in such media and format to be easily used for fundraising and marketing presentations.

Public Presentation of the Master Plan. The City requires a public presentation outlining a final plan. The meeting will include a description of the process leading to the final master plan design and the resulting strategies for potential economic impacts, resource commitment, funding, and implementation.

The final step will be a presentation to City Council for approval.

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 Office of the Deputy to the Mayor and the Chief Operations Officer.

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 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.

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.

6.7 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.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

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

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

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

- B. **Professional Liability (including Errors & Omissions).** Consultant shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this contract with limits of \$2,000,000. If the coverage is written on a claims-made form:

(a.) The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.

(b.) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.

- (c.) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
- (d.) A copy of the claims reporting requirements must be submitted to the City for review.

C. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

D. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

D. **Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore,

where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) **Representation of Contractor.** Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) **Intentional Violation Unlawful.** The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees. Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the

particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 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.

6.11 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.

6.12 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.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 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.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 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.

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 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 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 July 26, 2018, 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

Proposals shall include seven (7) hard copies (one original and six duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or flash 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: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on August 24, 2018. 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 “Master Plan for Chilhowee Park and Exhibition Center.” 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
4. Body of Proposal: Information which submitting entity wishes to include

NOTE: All required submission forms may be found in this solicitation document.

Proposals shall indicate specific tasks of member of the design team along with the identification of the responsible professional persons. Weight for the selection for the award of the study will be given, among other considerations, to the appropriateness of the personnel to the task, similar

experience, and proposed tasks which are unique to the study needs. Each tasks time for completion shall be identified along with any additional optional tasks which the consultant considers advantageous to the final study.

7.4 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

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 Teams Ability to Accomplish Work	25 pts
• Demonstrate capability to provide the Scope of Work by showing a clear understanding of the requirements and the work to be performed	5
• An interactive approach with Stakeholders and citizens	5
• Ability to provide the Scope of Work in a timely manner	5
• The project team and team leader will be a prime consideration. Proposals should clearly identify each team member, their duties, and their time commitment through the completion of the project.	5
• The qualifications of each team member should be described as well as any other projects they might be involved with during the period of the contract	5
Project Team's Organization and Experience	25 pts
• Number of qualified staff and support staff	5
• Technical competencies, experience, and education of key project personnel	5
• Recent, relevant experience with similar projects	5
• Quality of comparable experience including design	5
• References and work samples	5
Project Approach and Proposal Content	40 pts
• Proposed methodology for completing work	10
• Clearly explains procedures that will be used for the project	10
• Comprehensive engagement process with stakeholders and community	10
• Demonstrates an understanding of the Zoo's mission and the City's desires in regard to Chilhowee Park	5
• Quality and responsiveness of the Proposal	5
Fee Proposal	10 Pts
• Total Fee	10
•	
TOTAL POSSIBLE POINTS	100 pts

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS**

**Master Plan Development for
Chilhowee Park and Exhibition Center**

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; August 24, 2018; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposals shall include seven (7) hard copies (one original and six duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or flash 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.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer: _____

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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

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

(Signed): _____

Title: _____

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

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 (Boyce H. Evans) or Assistant 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, Office of the Deputy to the Mayor, 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](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 (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 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% 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: _____