
REQUEST FOR PROPOSALS

Public-Private Partnership for Childcare Center – UT Knoxville

Located in:

Knoxville, Knox County, Tennessee

SBC NUMBER:

540/009-14-2025

UNIVERSITY OF TENNESSEE

November 18, 2025

Revised December 10, 2025

RFP CONTENTS

Contents

1. Introduction 3

2. Existing Conditions 5

3. Development Program 7

4. RFP Communications 20

5. Schedule of Events 23

6. Proposal Requirements, Evaluation & Award 27

Appendices & Exhibits

- Attachment A – General Terms & Financial Assumptions Template
- Attachment B – Site Inventory Portfolio Exhibit 1 – Proposal Cover
- Letter Form & Mandatory Requirements

1. INTRODUCTION

1.1. Statement of Procurement Purpose

The University of Tennessee System (“the University System”) is seeking proposals from qualified childcare providers to design, renovation/build, operate, finance, and maintain a childcare center (the “Project”) on property within, or near, the University of Tennessee, Knoxville (“UT Knoxville”, “UTK”, or the “University”) campus to support the childcare needs for over 10,000 faculty, staff, and graduate student employees.

The University believes the Project will be a key strategic driver for recruitment and retention of University employees, as well as increase the supply of childcare services in the local Knoxville area for UTK faculty, staff, and graduate student employees. The University’s current vision of the Project includes suitable indoor and outdoor spaces to care for at least 150 children of UTK families ranging from six-weeks to five-years old. Additionally, the Project aims to comply with the childcare licensing requirements for the state of Tennessee, meet the expectations that the state sets for its 3-Star childcare providers based on the Star-Quality Program, and/or potentially be accredited through a nationally recognized organization such as the National Association for the Education of Young Children (NAEYC). To this end, UTK has issued the following Request for Proposal (“RFP”) to provide information regarding the Project’s vision and underlying market opportunity to deliver high quality childcare to the University community. Through this Request for Proposals (“RFP”), the University seeks to engage and collaborate with a childcare provider that is, ideally, able to design, renovate / build, finance, operate, and maintain a childcare facility through a public-private partnership in which the Provider would lease space in a University-owned building.

This RFP will further define the University’s lease requirements, detail proposal requirements, and outline the University’s process for evaluating proposals and selecting a childcare Provider to enter a partnership with the University System and UT Knoxville.

This solicitation process will include two phases. Initially, Providers will submit proposals with their experience, financial capability, and project approach (including development approach, proposed program, site plan, project schedule, and operating and financial structures and pro formas). Following evaluation of proposals, the University will select two or more finalists for negotiations, leading to the submission of a Best-and-Final Offer (“BAFO”). The University will issue an Intent to Award to the best-evaluated Provider, which will proceed into advanced negotiations with the University System and UTK.

As an agency of the State of Tennessee, there are certain terms and conditions The University of Tennessee cannot legally accept. PROPOSALS INCLUDING OR REFERENCING TERMS AND CONDITIONS OTHER THAN THOSE REFERENCED BY THE UNIVERSITY IN THIS RFP MAY BE REJECTED.

1.2. University of Tennessee System

The University of Tennessee System is comprised of campuses at Knoxville, Chattanooga, Pulaski, Martin, and the Health Science Center at Memphis. Overseen by a 14-member Board of Trustees, the University System's Strategic Plan looks to build on current successes and ensure continuous improvement in service to the citizens of Tennessee. More about the University System and its strategic plan can be found at this link: <https://plan.tennessee.edu/>

The University System's Department of Capital Projects supports each campus with the administration of their capital improvement programs and coordinates campus real estate transactions through its Office of Real Property and Space Administration.

1.3. University of Tennessee, Knoxville

UT Knoxville stands as Tennessee's flagship public university and the largest campus within the University System. Supported by more than 10,000 faculty, staff, and graduate student employees, the UT Knoxville campus has experienced student growth of more than 25% from Fall 2020 to Fall 2024 – the largest growth of all campuses in the UT system. From Fall 2023 to Fall 2024, faculty and staff have increased by over 6%. Ranked among the top 50 public universities in the US, UT Knoxville is renowned for its premier research endeavors, notably through partnerships with institutions like the University of Tennessee Space Institute and Oak Ridge National Laboratory. UT Knoxville contributes over \$1.7 billion to Tennessee's economy.

Embracing an ethos of impactful campus life, UT Knoxville aspires to cultivate a transformative 'Volunteer Experience,' fostering opportunities for learning, leadership, and service across all life stages. The University is committed to strategic objectives, including recognition as one of Forbes' top places to work in Tennessee and establishment as a national model for employer excellence. Central to its vision is the implementation of initiatives to attract and retain outstanding students, faculty, and staff.

UTK's 2021 Strategic Vision, "It Takes a Volunteer," can be found here: [Strategic Vision \(utk.edu\)](https://www.utk.edu/strategic-vision)

1.4. UTK The Early Learning Center for Research and Practice ("ELC")

The Early Learning Center for Research and Practice is a research-oriented childcare center at the University of Tennessee Knoxville affiliated with the Department of Child and Family Studies. The facility offers a nurturing environment for young children, and experiential learning opportunities for pre-service teachers, and teacher educators. The ELC serves as both a high-quality childcare care center as well as a laboratory for understanding child development and formulating ideal childcare and teaching practices. The center provides limited childcare spots for approximately 100 children between the age of six-weeks and kindergarten age, with highest demand for the infant and toddler classes. Childcare is available to the Knoxville community and is not exclusively operated for families associated with the University. Due to high demand and limited spots, the ELC is unable to accommodate the growing market demand and currently has a waiting list of over 900 children across infant, toddler, and preschool classes. Although not required, Providers

will have the opportunity to collaborate with the ELC for programmatic synergies.

1.5. Project Advisor

The University System and UT Knoxville have engaged Brailsford & Dunlavey, Inc. (B&D) to serve as the Project Advisor for this initiative. B&D is a national advisory and program management firm dedicated to serving educational institutions, public agencies, professional sports organizations, and non-profit clients.

2. Existing Conditions



Figure 1: Overhead view of Proposed Site

The proposed site is located at “Cherokee Mills”, on the southern corner of Sutherland Avenue and North Concord Street. It is a commercial district with a diverse array of businesses and establishments. The site is conveniently located two miles from the heart of UTK’s campus and provides easy access to downtown Knoxville and neighboring areas, creating a thriving environment for commerce and community interaction. Notably, its proximity to the University and major thoroughfares makes it a convenient location for University affiliated families to drop-off and pick-up their children. The University desires to partner with the Provider to renovate two suites totaling just over 35,000 gross square feet, within the preexisting building for the development of this project. More details about these suites can be found in section 3.3.

2.1. Cherokee Mills

Cherokee Mills, originally built in 1917 as a textile mill, has long served as a significant property in Knoxville’s industrial and commercial landscape. Following decades of varying commercial uses, the building underwent a major renovation in 2007 that transformed it into a Class A office park while preserving its historic brick-and-stick frame construction and architectural character.

Today, Cherokee Mills functions as a dynamic hub for professional, medical, and technology tenants, including the University of Tennessee, Knoxville Neurology Clinic, Asen Marketing, and Geosyntec, among others. The approximately 200,000-square-foot facility offers flexible suite sizes, multiple point-of-entry access, loading areas, and a high capacity of surface parking. Located along Sutherland Avenue on an OP (Office Park) zoned site, the site benefits from close proximity to downtown Knoxville, Sequoyah Hills, and the University of Tennessee, Knoxville Campus. Cherokee Mills also provides convenient access to major interstates and public transit, making it an ideal location for a wide range of office and commercial uses.

The property was recently acquired by The University Financing Foundation (TUFF) and is managed under its Collaborative Real Estate group. The University is currently a tenant to TUFF in Cherokee Mills; however, the University anticipates finalizing ownership of the property by June of 2026. **Following University acquisition, Cherokee Mills will no longer be subject to municipal zoning requirements, which may provide increased flexibility in site planning.** Information pertaining to zoning requirements is referenced throughout this document to improve baseline assumptions or, alternatively, to support project planning in the event the purchase is not finalized.

2.2. Parking

The project site is located within an OP (Office Park) zoned parcel and includes a preexisting building with adjacent parking. Current regulations for childcare centers in Knoxville, TN, mandate dedicated parking for employees and off-street loading areas for children, both of which should be carefully integrated into the project design.

The selected Provider must outline the extent to which surface parking at Cherokee Mills will be impacted through the development of exterior space. Based on the site's existing parking capacity and current zoning requirements, it is anticipated that site modifications are feasible at this location to incorporate a safe play area and loading area as part of exterior programming; without significantly impacting other property operations.

Additionally, an access easement runs through the property's parking area, allowing passage to an adjacent parcel. This easement must be preserved and is illustrated in the easement map provided in Attachment B. The final site plan should account for this easement to ensure continued access while maintaining compliance with parking and circulation standards.

2.3. Circulation and Traffic Considerations

The Provider should consider the multi-modal transportation options surrounding the site. Cherokee Mills is situated just off Sutherland Avenue, a major corridor in Knoxville, offering convenient access to and from the site. Its proximity to interstate highways in all directions, within a three-mile radius, further enhances regional connectivity. Additionally, the site is served by the University of Tennessee's bus system, providing a direct link to the UTK campus and transfer points for the Cross Campus bus, facilitating access to other areas of the university.

The surface parking area surrounding the building provides more than 400 spaces for tenants and visitors, with the majority located at the front of the building and additional spaces along the sides and rear. Proposals must thoughtfully consider the current parking layout and include a designated pick-up and drop-off area adjacent to Suites 226 and 228, which UTK has identified for this project. This area should be integrated in a manner that does not disrupt the overall functionality of the parking system and minimizes any impact on the existing traffic flow from the Sutherland Avenue access point. To accommodate the requirements of a childcare facility, adjustments to curbs and curb cuts may be necessary and should be addressed within Proposal submissions.

2.4. Phasing and Construction Considerations

The Provider should anticipate close coordination with the University, the city of Knoxville, and existing Cherokee Mills tenants to develop a construction logistics plan, with the potential requirement to provide staging area, storage, and parking for construction personnel off-site at its expense.

2.5. Site Inventory & Infrastructure Information

The Provider will be responsible for all site preparation, including, but not limited to, abatement, demolition, coordination, and utility delivery for the Projects. The University has created a Site Inventory Portfolio available upon request to help Providers understand the existing site conditions. The Provider will be required to verify and update any site information prior to design. The Site Inventory Portfolio contains the following information:

- i. Floor Plan(s)
- ii. Existing Tenant Information
- iii. Site Photographs for specific suites, common areas, and building exterior
- iv. Easement Map

Utilities and Infrastructure

The Provider will be responsible for ensuring the site has the capacity for all utilities required to adequately service the Project. The selected provider will work with UTK, the City of Knoxville, and other entities to gather the necessary information for:

- i. Electrical
- ii. Stormwater
- iii. Water
- iv. Chilled Water
- v. Steam
- vi. Sanitary
- vii. Telecom/Data

The selected Provider will be responsible for complying with all local, State, and federal laws, rules, regulations, ordinances, and requirements.

3. Development Program

3.1. Program Overview

a. Strategic Goals

The University of Tennessee, Knoxville aims to establish a childcare facility that is state licensed, meets the highest operating standard based on the Tennessee Star-Quality System, and receives accreditation from a reputable childcare accrediting organization (i.e. NAEYC).

This project is poised to be a key strategic driver for recruiting and retaining the high-quality staff and faculty that support the University. Providing accessible, high-quality childcare will enhance the University's reputation as one of Forbes' top three best places to work in Tennessee, demonstrating its commitment to supporting employees' work-life balance. By offering convenient childcare options, the university can attract and retain top talent, including faculty, staff, and students, while also promoting opportunities for experiential learning and strengthening graduation rates. This new childcare center would assist the University in ensuring accessibility to all Tennesseans and beyond and amplifying the Volunteer Spirit in every aspect of UT's culture and activities.

b. Market Information and Development Plan

- i. The University of Tennessee, along with Knoxville as a whole, is experiencing unprecedented growth, placing significant strain on existing resources, including childcare which has suffered market shrinkage following the pandemic. UTK has seen remarkable enrollment surges, with the undergraduate population rising by over 25% and graduate/professional student populations increasing by more than 29% in the last five years. This surge has led to a commensurate increase in the University's faculty and staff levels.

In parallel, the city of Knoxville has recently undergone strong annual growth, with over 10,000 new residents since 2020. Knoxville's growth ranks as the sixth largest in the state, following cities like Nashville and Chattanooga in growth. Surrounding counties, including Knox County, have also witnessed substantial population increases, with Knox County alone adding approximately 7,800 residents between 2021 and 2022. With population growth expected to persist, the University seeks to provide a childcare facility to cater to the needs of its faculty, staff, and students.

- ii. The University, in collaboration with its Project advisor, Brailsford & Dunlavey, Inc., conducted extensive market research as part of assessing

the feasibility of establishing a new childcare center for UTK faculty, staff, and graduate student employees and to gauge the prevailing demand within the UT Knoxville community. This comprehensive study encompassed a thorough examination of childcare facilities within a 20-mile radius, analyzing critical factors such as capacity, accreditation status, services, quality, and affordability. Notably, the analysis revealed that Knoxville faces a pronounced shortage of childcare options, with extensive waitlists averaging 18 months to two years for families seeking placement in high-quality childcare programs. Drawing from U.S. Census data, the study identified an array of childcare facilities spanning nine counties within the specified radius. The current estimated demand for childcare services is approximately 48,000 children, while these centers collectively have an estimated capacity for just 18,500 children. The findings underscore a significant gap in meeting the childcare needs of the region, indicating an underserved market segment.

- iii. The University implemented a Childcare Survey for staff, faculty, and graduate student employees in August 2024 that yielded 856 total respondents (456 staff, 329 faculty, and 71 graduate students). Approximately 88% of respondents indicated that they would use a UT employer-sponsored childcare facility if it were available. Respondent families alone have a total of 673 children under six years old and nearly 50% are currently waitlisted at another childcare facility (318 children). The results indicate strong demand for childcare in the Knoxville market where 95% of respondents report that accessibility of quality childcare is becoming a bigger barrier for employees. These families report the biggest barrier for accessing childcare is availability (51%), followed by cost (41%), and proximity (3%).
- iv. In addition to availability, affordability and quality emerge as pivotal concerns for UTK parents within the Knoxville childcare landscape. The figure below provides a visual representation of facility distribution, average capacity, and cost breakdown based on the age group served, offering valuable insights into the current childcare landscape surrounding UTK, as of Summer 2025. Only seven of the surveyed facilities within the 20-mile radius of UTK hold accreditation from the National Association for the Education of Young Children (NAEYC).

Market Overview		Licensed Capacity		Rates	
Radius From UTK In Miles	No. of Centers Full-Time Only	Total Capacity By radius	Avg Capacity Per Center	Infant Rate (Highest) Avg Per Week	Pre-K Rate (Lowest) Avg Per Week
>1	4	196	49	\$275	\$247
1 – 2	2	177	89	\$304	\$262
2 – 5	30	2,509	84	\$291	\$231
5 – 10	38	3,884	102	\$302	\$228
10 – 20	61	6,027	99	\$284	\$240
Total	135	12,793	95	\$291	\$235

Figure 2: Average cost, capacity, and quantity of full-time childcare centers (capacity of 13+) within varying radius distances from UT Knoxville. NAEYC accredited programs within 20-miles: UTK ELC (3 locations), KinderCare (2 locations), Fountain City UMC, and Morning Star CDC. Data compiled in July of 2025.

3.2. Description of Program

i. Enrollment

Through partnering with a Childcare Provider, the University seeks to offer exclusive childcare services to at least 150 children of faculty, staff, and graduate level students. The facility will operate competitively, at or below, local Knoxville market rates. The childcare facility should be open to at least infant through pre-kindergarten aged children and should prioritize the safety, health, and nurturing that is necessary for early child development. The childcare facility will meet the indoor and outdoor space requirements needed for NAEYC accreditation. Considering the diverse work schedules of university faculty, staff, and students, the facility's operational hours need to support University families from 7:00 am to 6:00 pm at a minimum. Additionally, the center is envisioned to operate year-round, including summer and winter break periods.

ii. Curriculum

The University is interested in enhancing its strategic objectives and strong academic standing by providing a high-quality childcare facility which meets the requirements for NAEYC or an equivalent accreditation and the highest Tennessee state star-quality ranking. The intended accreditation and plan for implementation should be included as part of proposal submissions.

The curriculum used in this facility should be tailored to meet age-appropriate learning objectives and developmental milestones. In order to best deliver this curriculum, the partner should acquire necessary goods, and programmatic equipment such as books, toys, and art supplies which support positive self-worth through personal successes and reinforcement. Within the curriculum, the childcare facility should design and implement nutrition programs that meet dietary guidelines and accommodate individual needs and preferences. The University also asks that the Partner provides specialized support and accommodations for children with special needs, including tailored curricula, trained & credentialed staff, and necessary resources.

iii. **Operations**

The childcare facility should establish quality childcare services and maintain high-quality standards meeting the highest state star-quality ranking standards and/or NAEYC or equivalent level of accreditation qualifications in facility design and programming. These standards should guide both the facility's design and its educational programming. The selected partner will be responsible for recruiting and hiring qualified staff who are properly credentialed in early childhood education, child development, or related fields, ensuring that they bring the expertise necessary to create safe, healthy, and nurturing environments that foster children's optimal physical, social, and intellectual growth. The selected partner should also provide meals and snacks consistent with the facility's operational hours.

The childcare operator is expected to implement robust safety standards including background checks for all staff members and stringent security measures to ensure the well-being of children. As the University operates year-round, the childcare center operating schedule should reflect comprehensive year-round services that align with the University's operating calendar.

The partner is also responsible for maintaining the facility. The partner should ensure equipment and materials comply with the most current TN DHS guidelines and maintain the childcare center's environment conducive to children's health, safety, comfort, and developmental needs and will acquire and submit proof of compliance with all local, state, and/or federal building, zoning, fire, safety, and health codes, and maintain inspection records available for review by TN DHS and the University. When maintenance is required, the partner is expected to promptly respond and conduct repairs to equipment and/or facilities, ensuring compliance with local, state, and federal requirements for physical health and safety features of the environment.

3.3. Childcare Scale and Site Considerations

The Project will be developed within the building at Cherokee Mills shown in Figure 3 below.

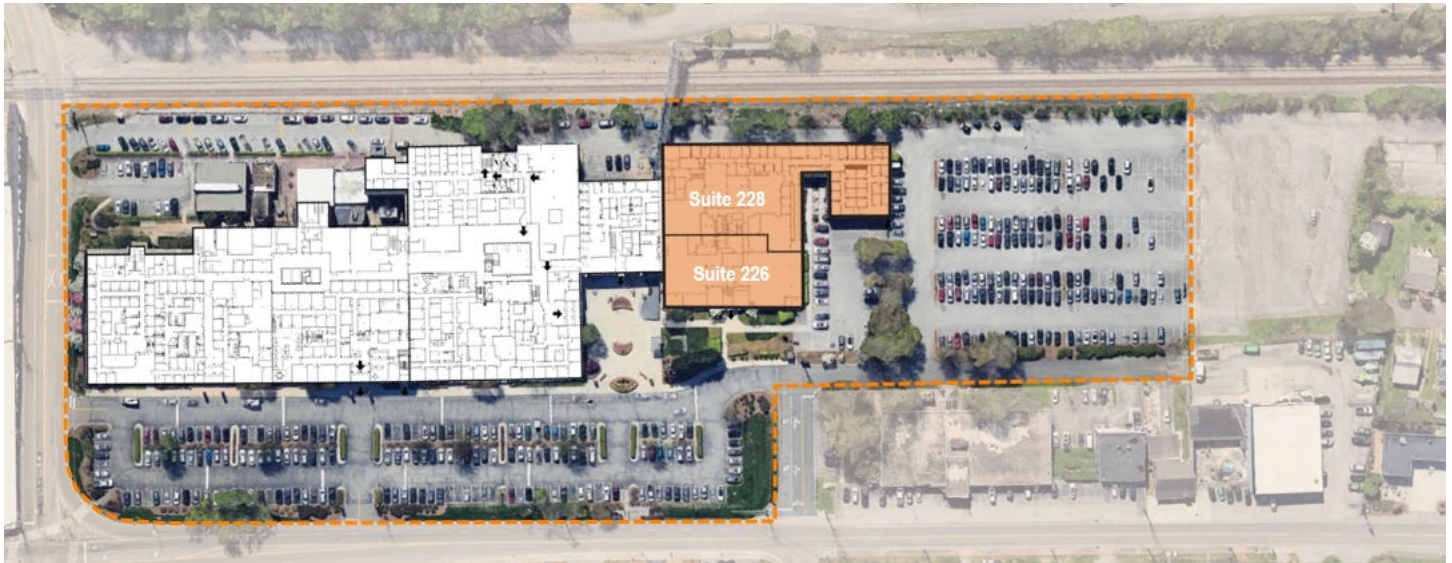


Figure 3: Interior Space for Childcare

The University of Tennessee has identified Cherokee Mills as the preferred location for a University-sponsored childcare center. The facility will be retrofitted by consolidating Suites 226 and 228, which offer approximately 15,577 and 19,736 square feet of ground-floor space, respectively. Combined, these suites will provide just over 35,000 gross square feet of interior space for childcare programming. In addition to the primary space, these suites include approximately 3,736 square feet of second-floor area. This space may be leveraged for administrative functions, staff support areas, storage, or future programmatic expansion.

Based on preliminary planning assumptions aligned with basic NAEYC standards, this interior square footage can support a capacity of approximately 230 children. Outdoor programming for an exterior play area must be thoughtfully integrated into the site plan to ensure compliance with operational requirements, particularly as it relates to the preservation of walkways, building access points, and parking.

Suites 226 and 228 are currently leased and occupied by the Tennessee Sports Medicine Group and the Haslam College of Business. These tenant leases will expire in January 2027, meaning renovation and improvements for the Childcare site can feasibly commence thereafter.

3.4. Development Considerations and Zoning Information

i. Roadway , Parking, and Drop-Off Considerations & Requirements

Cherokee Mills offers four points of ingress and egress: two (2) on N Concord Street and two (2) on Sutherland Avenue. Internal roadways must be designed to handle anticipated traffic, delivery trucks, emergency vehicles, and regular office traffic.

The provider must thoughtfully consider programming of external play areas in relation to impacts on parking, designated drop-off/pick-up zones for parents, short-term parking spaces, and accessible parking for staff and visitors. Additionally, as mentioned in section 2.2, an access easement runs through the property's parking area, allowing passage to an adjacent parcel – further information can be found in Attachment B.

3.5. Design Objectives

The design standards outlined in this RFP reflect the guidelines established by the University for its on-campus developments. However, as this project is located approximately two miles off-campus, the primary focus of this initiative is to create a high-quality and financially feasible childcare center. This facility is intended to serve the childcare needs of the University's faculty, staff, and graduate students, providing a convenient and accessible option while maintaining the standard of excellence associated with University and accreditation standards. The University's design standards serve as a template to guide the project, however, the focus should be on balancing functionality, cost-efficiency, and accessibility to best serve the community.

UTK's design standards, which are found at this link: <https://fs.utk.edu/guides/>, are intended to be guidelines for development, but deviations may be permitted to support the overarching goals of the Project. These include, but are not limited to:

- i. 2023 Design Standards & Guidelines
- ii. 2024 OIT Requirements
- iii. 2023 Campus Landscape Vision & Site Standards
- iv. 2023 Campus Master Plan

Providers may propose alternatives or deviations from these standards; however, any such deviations must be clearly identified and justified in the project narrative, including an explanation of how the change enhances the proposed approach. The University reserves the right to review and approve all deviations and encourages early engagement and collaboration to help ensure the final design aligns with the project's goals and serves the needs of the University community.

The selected Provider must recognize that the Project's final program and designs will be negotiated with the University through a rigorous and comprehensive plan review process that will at various points include University representatives, the University

System, the State Building Commission, and the City of Knoxville.

3.6. Financial Objectives

UTK and the University System are seeking development and operating partner(s) that will bring creative financing solutions. The University will consider a range of possible financing structures that are off the University's balance sheet and that have neutral or accretive impacts to UTK's credit rating. The University will give preference to a partner that can deliver a Project that has a budget-neutral impact on the University's finances, while providing families with childcare rates that are competitive with, or below, market childcare rates.

To ensure transparency and alignment with these goals of financing, Providers are asked to submit a detailed operating and development pro forma that aligns with the anticipated lease term. This pro forma should include:

- Comprehensive pricing for development and operations;
- Staffing plans that align with the operational needs and accreditation standards of the facility;
- Projected financial performance, including revenue and expense forecasts and cash flow distribution;
- Proposed financial structures and innovative funding approaches;

In this partnership, the University anticipates owning the land and building. The selected Provider(s) will partner with the University to retrofit the section of the building previously described through a negotiated lease, operating agreement, and other governing documents. Preference will be given to Providers who propose financing structures that are not considered direct or indirect debt of the University by any national rating agency.

3.7. Operational Objectives

- i. Advisory Committee and University Collaboration
 - a. An Advisory Committee will be established with representation from the University and the Provider to facilitate information exchange and coordination of the entities to support the ongoing development, management, and operation of the Project.
- ii. Relationship Management
 - a. It is the expectation of the University that the Project will serve individuals that are affiliated with the University. Where opportunities exist, UTK will negotiate with a finalist Provider to establish parameters by which the Provider will manage operations in a manner consistent with University Stakeholder expectations.

iii. Operating Costs

- b. The Provider will be responsible for the operating costs of all property management services including, but not limited to, utilities, supplies, general administration, revenue collection, personnel, security, property insurance, service contracts, meals, and facility maintenance and repair.
- c. The Provider must maintain a high level of custodial and maintenance service in the Project over the term of the Lease. Minimum operating standards will be negotiated with one or more down-selected teams and will be memorialized in appropriate governing agreements for the Project.
- d. The University considers custodial and maintenance staff to be important partners in creating a strong academic and enrichment experience for students and families. As such, the Operator will ensure that the facility is maintained at the highest professional standards, consistent with both state licensure requirements and accreditation criteria set by recognized organizations, such as the National Association for the Education of Young Children (NAEYC). This includes maintaining a clean, safe, and hygienic environment that not only supports daily operations but also fosters a healthy learning atmosphere, essential for meeting both state regulatory standards and the stringent custodial expectations of national accreditations like NAEYC.

iv. Asset Management

- a. In addition to Operating Expenses, the University will give preference to Provider(s) that are responsible for asset management during the term of the Lease. This encompasses all responsibilities that are associated with the expected continuous reinvestment in the Project through capital expenditures, including replacement and repair of large systems and investment in preventive maintenance.
- b. The Lease will require that, should any portion of the ownership interest of the Project be transferred during the term of the Lease, such transfer of ownership will not relinquish any new owner/management of previously agreed upon maintenance or asset management requirements.

v. Insurance

- a. To be described in detail in future agreements, the Provider will be responsible for providing insurance, in the event of any damage or destruction, the proceeds of which must be used for maintenance and repair of the damaged facility/property.

vi. Taxes

- a. Should the Project be subject to property tax or any other taxes applicable under Tennessee law, the Provider shall pay such taxes as an operating cost of the Project.

- vii. Parking
 - a. The University will not dictate the number of parking spaces required for the Project. The Provider will be responsible for working with the City of Knoxville and existing tenants to identify the amount of parking required to support the Project. More information can be found above in section 3.4.
- viii. Demolition of Assets
 - a. Testing, audits, appraisals, inspections, or other non-invasive testing that is necessary or desired to submit a proposal, shall be at the sole expense of the Proposer.
 - b. The improvement or demolition of State assets requires approval from the State Building Commission and TN Historical Commission.

3.8. Key Terms and Conditions

- i. Form of Lease Payment
 - a. For the purposes of responding to this RFP, Proposers should assume a Lease Payment of \$1 per year to the University. Instead of receiving a larger lease payment from the Provider, the University expects this financial benefit to support more affordable and quality childcare for University families.
 - b. The successful Proposer, if any, will enter into a contract with the University that provides for the performance of all terms and conditions set forth in this RFP and a lease.
- ii. Qualification of Proposer
 - a. As evidence of its financial ability, each Proposer (no brokers or realtors) shall submit with its proposal, a copy of each of the Proposer's last three (3) fiscal years' annual financial statements reviewed or audited by a chartered accountant or certified public accountant. The proposal must include the financial statements of any and all relevant parties involved in this endeavor. Failure to conform to this section may be grounds for rejection of the proposal.
- iii. Experience
 - a. Preference will be given to Providers that demonstrate experience in designing, constructing, operating, and managing childcare facilities. Experience working with Higher Education entities is desirable.
- iv. Submittal of Proposal
 - a. Proposals must be made in the official name (and official business address) of the firm or individual (no lease brokers) under which the Project will occur and must be signed by a person or persons authorized to legally bind the

person, partnership, company, or corporation submitting the proposal. Multiple teaming and/or partnership structures may be acceptable to the University, but the Proposal should include a single point of contact for the partnership entity.

v. University Branding

- a. The University shall have the right to approve all signs and materials used by Provider in the promoting or marketing of space in the Leased Premises that contain a reference to the University of Tennessee System or UT Knoxville, which approval shall not be unreasonably withheld. Provider and the University agree to negotiate and resolve in good faith any disputes relating to all such marketing materials.

vi. Relationship of this RFP and Response to RFP to a Subsequent Lease

- a. The terms and conditions described in this RFP shall survive the execution of any lease agreement between the parties (the "Lease Agreement"). The RFP and the response to the RFP that is selected will be incorporated by reference into any Lease Agreement. Where there is a conflict between the terms of a Lease Agreement and/or RFP and the terms of the response to the RFP, the terms of the Lease Agreement shall govern.

vii. Confidentiality

- a. The University will not sign non-disclosure or confidentiality agreements related to respondent's response to any bid. Tennessee law limits the University's ability to withhold records from public disclosure. Respondents should assume that all documentation, including pricing, submitted to the University will be subject to public disclosure. The University hereby notifies all respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will not be bound by such notices. Moreover, the University will not agree to provide advanced notice of any public disclosure or agree to assist the respondent to limit disclosure. The information provided shall be a public record under T.C.A. § 10-7-501 et seq.

viii. Indemnification

- a. Respondent shall hold and save the University, its trustees, officers, agents, and employees harmless from any claims, damages and actions of any nature arising from respondent's bid or arising from the use of any materials, goods or services furnished by the respondent, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the respondent in descriptive literature or specification submitted with the respondent's bid. Respondent's indemnification obligation shall include, but not be limited to, any claim of patent, copyright, or other intellectual property infringement asserted

against the University based upon respondent's bid or any materials, goods or services furnished by the respondent.

ix. University's Liability

- a. The University's liability shall be governed by the Tennessee Claims Commission Act. The University will not enter into any agreement, which contains a clause requiring the University to indemnify, hold harmless, or defend any party. Also, the University will not enter into any agreement which contains a clause limiting its remedies against any party.

x. Irrevocable Waiver

- a. By responding to the solicitation, respondent hereby irrevocably waives any claims against the University's trustees, officers, employees, and former employees. Respondent also agrees not to sue University employees in their individual capacity. This waiver applies to respondent and their successors, heirs, and assigns. The University and the respondent state that this clause is material to this bid.

xi. Insurance Requirements

Workers' Compensation (WC): Statutory Limits

- Employers' Liability Each Accident	\$ 100,000
- Employers' Liability Disease – each employee	\$ 100,000
- Employers' Liability Disease – policy limit	\$ 500,000
- Commercial General Liability (CGL): Each Occurrence Limit	\$ 1,000,000
- Damage to Rented Premises – Ea. Occ.	\$ 300,000
- Medical Expense – any one person	\$ 10,000
- Personal & Advertising Injury Limit	\$ 1,000,000
- General Aggregate Limit	\$ 2,000,000
- Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability:

- Combined Single Limit	\$ 1,000,000
-------------------------	--------------

xii. Nondiscrimination

- a. No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a lease pursuant to this RFP or in the employment practices of the University under such lease, on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The successful Proposer pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all

employees and applicants, notices of nondiscrimination.

xiii. Multifactor Evaluation Process

- a. Proposers should understand and accept that by responding to this RFP, they are willingly participating in a multifactor evaluation process, and that the proposal determined to best meet the needs of the State will not be determined on financial criteria alone.

3.9. Partnership Profile

In this partnership, the University will maintain long-term ownership of the property. The selected Provider will partner with the University to develop the designated site through a negotiated structure with the following parameters and agreements.

- i. Pre-Development Agreement: After BAFO phase and negotiation with the selected finalist Provider, The University, with applicable State approvals, intends to initially enter into a pre-development agreement that will define relationship parameters during the pre-construction period and any risk-sharing provisions concerning predevelopment expenditures. The Pre-Development Agreement will enable the parties to refine the projects' design and negotiate the anticipated project agreements noted below. More specifically, it is expected that the Pre-Development Agreement will:
 - a. Define the pre-development work to be pursued
 - b. Establish a list of anticipated agreements for the Projects and the timeline for completion of the creation of these agreements
 - c. Establish a budget and schedule for completing the pre-development work, including project financing, design, and regulatory approval milestones
 - d. Provide for the Provider's access to the project site(s)
 - e. Establish a target standard for project feasibility during the pre-development period, based on the Provider's BAFO
 - f. Establish provisions governing termination for cause or other termination events, including any potential reimbursement of pre-development expenses incurred by the Provider
- ii. Anticipated Agreements: The University with applicable State approvals intends to enter into a facility lease with the selected Provider as appropriate for the development of the Projects. Under the terms of the lease, the University anticipates that there will be additional agreements governing the Project, which may include:
 - a. Development Agreement
 - b. Operations/Asset Management Agreement
 - c. Cooperation Agreement
 - d. and/or others as appropriate
- iii. Credit and Balance Sheet Impacts: As indicated above, the University will evaluate all

funding structures proposed by the private market during the competitive selection process. Additionally, the degree of risk transfer, including avoidance of impacts from the proposed structure on University debt capacity, will be considered as part of the evaluation. The University reserves the right to utilize any financing mechanism.

3.10. Term

- i. The term of any agreement associated with the Project will be subject to negotiation based on overall deal structure and benefit to the University. For the purpose of responding to this RFP, please assume a lease structure of a 10-year initial term with an option for one or more additional 10-year renewals, at mutual agreement.
- ii. To enhance the economic viability of the project and facilitate low costs for University families, financing for renovations and other capital expenses may be planned on an amortization schedule that exceeds the initial 10-year lease – with a limit of up to twenty (20) years. If the University does not renew the lease after the initial 10-year term for reasons unrelated to the performance of Provider, respondents may assume that the University would pay the remainder of the unamortized balance after the initial 10-year term. Appropriate risk share in relation to this term will be considered in the evaluation of provider responses.
- iii. All improvements constructed or located on the Property, shall be vested in the Lessee until the Termination Date, at which time all title to and ownership of and all other improvements to or upon the Property or related to the Project shall automatically and immediately vest (without the necessity of any further action being taken by the Lessee or the University or any instrument being executed and delivered by the Lessee to the University) in the University.

4. RFP Communications

4.1. Overview

- i. The State Building Commission has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

SBC NUMBER 540/009-14-2025

- ii. **Unauthorized contact about this RFP with employees, officials, or consultants of the University of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- a. Potential Proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator during the proposal process:

University of Tennessee
Department of Capital Projects
Attn: Rebecca Douglas
400 W Summit Hill Drive
UT Tower 9th Floor
Knoxville, TN 37902
Phone: 865-974-2231
Email: designer@tennessee.edu

- b. Potential proposers may also contact the University of Tennessee designated representative above to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.
- iii. Only the University's official, written responses and communications will be binding with regard to this RFP. All oral communications of any type will be unofficial and non-binding.
- iv. Proposers must ensure that the University receives all written comments, including questions and requests for clarification, no later than the Written Questions and Comments Deadline detailed in the RFP Section 5, Schedule of Events.

Proposers must assume the risk of the method of dispatching any communication or proposal to the University. The University assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the University by a specified deadline date will not substitute for the University's actual receipt of a communication or proposal.

- v. The University will convey all official responses and communications related to this RFP to the potential Proposers from whom the University has received a Notice of Intent to

Propose (RFP Section 4.5).

- vi. The University reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by electronic mail, Internet posting, or any other electronic means deemed reasonable by the University.
- vii. The University reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The University's official, written responses will constitute an amendment of this RFP.
- viii. Any data or factual information provided by the University (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The University will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

4.2. Assistance to Proposers with a Handicap or Disability

- i. Potential Proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential Proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 5, Schedule of Events.

4.3. Proposer Required Review of Waiver of Objections

- i. Each Proposer must carefully review this RFP, including any addendums, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").
- ii. Any Proposer having Questions and Comments concerning this RFP must provide such in writing to the University no later than the Written Questions and Comments Deadline detailed in the RFP Section 5, Schedule of Events.
- iii. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the University, in writing, by the Written Questions and Comments Deadline.

4.4. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 5, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential Proposers may be limited to a maximum number of attendees per team depending upon overall attendance and space limitations.

The purpose of the conference is to review the terms of the RFP and tour the potential

site. The University will entertain questions; however potential Proposers must understand that the University's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential Proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Questions and Comments Deadline date detailed in the RFP Section 5, Schedule of Events. The University will send the official response to questions to potential Proposers as indicated on the date detailed in the RFP Section 5, Schedule of Events.

4.5. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 5, Schedule of Events, potential Proposers are required to submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, and e-mail address.

A Notice of Intent to Propose creates no obligation to make a proposal relating to this RFP.

4.6. Proposal Deadline

A Proposer must ensure that the University receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 5, Schedule of Events. The proposal must respond, as required, to this RFP (including its attachments), as may be amended. The University will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal. Proposals must be delivered electronically in accordance with Section 4.7. It is the Proposer's responsibility to ensure that its proposal is submitted in sufficient time to arrive at The Department of Capital Projects by the submission deadline. The Proposal Deadline is set forth in Section 5, Schedule of Events.

4.7. Proposal Submittal

Proposals will be received via Microsoft Teams Upload. Proposals shall be submitted as a single digital file copy in .pdf format along with the Attachment A - General Terms & Financial Assumptions Template workbook in Excel format. Potential Proposers that submit a Notice of Intent to Propose will receive instructions on uploading their submission to the assigned portal.

5. Schedule of Events

5.1. RFP Schedule of Events

EVENT	TIME at LOCATION	DATE
1. RFP Issued / Advertised		November 18, 2025
2. Disability Accommodation Request Deadline		December 1, 2025
3. Notice of Intent to Propose Deadline Respondents who provide a notice of intention to submit will receive instructions on uploading submission to the assigned portal.	12:00 pm ET	December 12, 2025
4. Optional Pre-Proposal Conference and Site Tour will be held in person and via Zoom with detailed instructions below.	2:00 pm ET Knoxville, TN	December 15, 2025
5. Written "Questions & Comments" Deadline	12:00 pm ET	December 19, 2025
6. University Response to "Questions & Comments"		January 7, 2026
7. Proposal Deadline & University Opening of Proposals. Proposals must be submitted to the assigned portal no later than the date and time shown.	3:00 pm ET	January 23, 2026
8. Notice of Interview Times and Instruction to Proposers		February 4, 2026
9. Interviews of Proposing Providers	TBD	Week of February 16, 2026
10. University Completion of Proposal Evaluations & BAFO Designation		Week of February 23, 2026
11. BAFO Workshop 1		March 2, 2026
12. Tentative BAFO Workshop 2		March 16, 2026
13. BAFO Submission Deadline		April 2, 2026
14. University issues Intent to Award & Procurement File is Opened for Public Inspection		Week of April 6, 2026
15. Proposed SBC Approval of BAFO		June 2025

Pre-Proposal Conference Zoom Instructions:

Zoom meeting invitations will be sent to proposers requesting information from RFP Coordinator on December 12, 2025, following the Notice of Intent to Respond deadline.

The University reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events prior to issuance of the Evaluation Notice shall constitute an RFP amendment, and the University will communicate such to potential Proposers from whom the University has received a Notice of Intent to Propose (refer to RFP Section 4.5).

5.2. Statement of Financial Interests

It is a requirement of Tennessee Code Annotated Section 12-2-114 that a statement listing the names of any and all persons financially interested in the available space be contained in the proposal response. This requirement includes the interests of the owner/agent, any lienholders or any known future purchasers or lienholders. This information is to be provided in the form of Exhibit 1 – Proposal Cover Letter Form & Mandatory Requirements.

5.3. Proposal & Proposer Prohibitions

- i. A Proposal must not result from any collusion between Proposers. The University will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other proposing team. Regardless of the time of detection, the University will consider any such actions to be grounds for proposal rejection or Lease Agreement termination.
- ii. A Proposer shall not provide, for consideration in this RFP process or subsequent lease negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the University determines that a Proposer has provided such incorrect information, the University may deem the Proposer's proposal non-responsive and reject it or terminate the Lease Agreement.
- iii. The University shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee or someone deemed to have an unfair advantage. For purposes of this RFP:
 - a. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - b. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - c. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been a State employee, shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

5.4. Proposal Errors & Revisions

Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 5, Schedule of Events unless such is formally requested, in writing, by the University.

5.5. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 5, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

5.6. Proposal Preparation

This RFP does not commit the University to award a lease or to pay any costs associated with the preparation, submittal, or presentation of any proposal incurred by any Proposer or Proposers.

5.7. RFP Amendment

The University reserves the right to amend this RFP at any time prior to the award, provided that it is amended in writing. However, prior to any such amendment, the University will consider whether it would negatively impact the ability of potential Proposers to meet the proposal deadline and will revise the RFP Section 5, Schedule of Events if deemed appropriate. If an RFP amendment is issued, the University will convey it to potential Proposers who submitted a Notice of Intent to Propose (RFP Section 4.5). A Proposer must respond, as required, to the RFP, including all attachments and amendments.

5.8. RFP Cancellation

The University reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

5.9. University Right of Rejection

- i. Subject to applicable laws and regulations, the University reserves the right to reject, at its sole discretion, any and all proposals.
- ii. The University may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

5.10. Disclosure of Proposal Contents

- i. Each proposal and all materials submitted to the University in response to this RFP become the property of the University of Tennessee. Selection or rejection of a proposal does not affect this ownership right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- ii. The University will hold all proposal information in confidence during the evaluation

process.

- iii. Upon completion of proposal evaluations, indicated by public release of a Notice of Intent to Award, the proposals and associated materials will be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

5.11. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the University and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5.12. Proposal Evaluation Team

The Proposal Evaluation Team will be made up of five (5) or more State employees and will evaluate each proposal that meets the Mandatory Requirements.

6. Proposal Requirements, Evaluations & Award

6.1. Evaluation Process

This RFP includes a three-phase, down-selection process. In the first phase, the University will receive and evaluate submitted proposals, with the goal of down-selecting to a smaller group for the second phase. In the second phase, down-selected Proposers will refine their proposals leading to a Best and Final Offer (“BAFO”). In the third phase, the University will issue an Intent to Award and negotiate with the finalist Provider to establish Project agreements, obtain approvals, and ultimately execute the Lease Agreement and other finalized documentation.

The proposal evaluation process is designed to award the Lease Agreement to the Responsive and Responsible Proposer offering the best combination of attributes based upon the evaluation criteria. The term “Responsive” means a person or entity which has submitted a proposal that conforms in all material respects to the RFP. The term “Responsible” means a person or entity that has the capacity in all material respects to perform fully the Lease Agreement requirements and the integrity/reliability to assure good faith performance.

Proposal Evaluation Team members will independently evaluate each proposal and rank them in order from best evaluated to lowest evaluated. In performing such independent evaluation, Proposal Evaluation Team members will consider the following criteria, among others:

- i. Creation of a high-quality and affordable childcare program for UTK families
- ii. Relevant experience with Childcare facilities and employer-sponsored models
- iii. Plan for designing, developing, financing, operating, and maintaining the childcare facility
- iv. Proposed business terms and operating model
- v. quality of anticipated relationship between the Proposer and the University over the term of the agreements.

The Proposal Evaluation Team will then meet to discuss the results of their independent evaluations. The Proposal Evaluation Team will discuss their evaluations of the merits of each proposal based on the criteria listed above, comparing the advantages and disadvantages of each proposal and will determine collectively the proposal deemed to be in the best interest of the University (the “Best Evaluated Proposal”) and ranking in order the other proposals. Upon completion of its evaluation, the University will issue an Evaluation Notice to all Proposers identifying the Proposers selected to proceed to the next stage of the evaluation process (i.e., Best and Final Offer).

The Proposal Evaluation Team will identify two or more of the best evaluated proposals for down-selection to participate in the BAFO stage. This stage will involve more engagement with the Proposal Evaluation Team and other University System and UTK representatives in order to refine and optimize the Provider’s proposal and discuss preliminary terms. This will occur through structured communications and one or more BAFO workshops. Providers will enhance, provide more detail, or otherwise adjust based on feedback from the University. The Providers’ BAFO must be received by the date specified in Section 5, RFP Schedule of Events. BAFO submittals should be submitted to their designated Teams link. BAFOs will be evaluated based on holistic value to the University System and UT Knoxville, taking into account the criteria used by the

Proposal Evaluation Team members.

Following this two-stage process, the University and the finalist Proposer negotiate the terms of any pre-development agreement, letter of intent, or similar document and any lease or other agreements, including any master plan and operations negotiations. These final negotiations will then be presented to the State for review and approval prior to final execution of any long-term agreements – a process that typically requires approximately 60 days from presentation to the state, to subsequent state approval.

The University reserves the right to accept or reject any and all proposals, to waive any informalities in a proposal, and, unless otherwise specified in writing by the Proposer, to accept any items in the proposal.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

6.2. Clarifications

The University reserves the right, at its sole discretion, to request clarifying information and/or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the University and shall be in accordance with all policies of the University and/or State of Tennessee.

6.3. Proposal Requirements

To be considered, a proposal must be received by the date specified in Section 5, RFP Schedule of Events. The University will not accept proposals received after the deadline. Proposals should be submitted to the RFP Coordinator via Microsoft Teams upload. Electronic submission instructions will be provided to Proposers who submit a Notice of Intent to Propose. A cover letter, which will be considered an integral part of the proposal, must be signed by an individual who is authorized to bind the Proposer contractually and must certify that all statements in the proposal are true and correct. The letter must indicate the title or position that the individual holds in the firm and also must include the Proposer's federal tax I.D. number.

The Cover Letter and Mandatory Requirements must also be completed. Proposal responses to this RFP should be clear, concise, and organized; meet the Mandatory Requirements; and be organized in the areas described below.

- i. Mandatory Requirements. The RFP Coordinator will review each proposal to determine compliance with RFP Exhibit 1: Cover Letter and Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of

the mandatory requirements, the RFP Coordinator shall seek the advice of an attorney on the staff of the University of Tennessee who will review the proposal and document his/her determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the University will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the University will determine the proposal non-responsive to the RFP and reject it.

ii. Proposal Contents. In addition to the Mandatory Requirements, Providers' proposals must include each outlined item below in the following order:

- a. Cover Page
- b. Cover Letter
- c. Table of Contents (Exhibit 2 can be used as a guide for the submission to ensure consistency)
- d. Section A: Executive Summary
- e. Section B: Team Roles and Responsibilities
- f. Section C: Prior Experience
- g. Section D: Proposed Ownership Structure
- h. Section E: Financing Approach
- i. Section F: Preliminary Schedule
- j. Section G: Preliminary Operations Plan
- k. Section H: Project Concept Overview

The following details constitute proposal outline requirements. It is critical that responses to the RFP are consistent to ensure accuracy during the University's review process. Proposals may not exceed 50 pages excluding appendices and tabs. Proposals include each section in the following order (as detailed below). Sections B-H should include the information by which the proposal will be evaluated according to Exhibit 2, Section B

a. Executive Summary

Provide an executive summary explaining the anticipated partnership structure and operating model that the Provider believes will best accommodate the University's goals. Clearly identify the recommended approach for designing, developing, financing, operating, and maintaining the childcare center. The executive summary should also include the primary point of contact for the RFP process with a telephone number and email address.

b. Development Team Roles and Responsibilities

Identify the project team by including the information as outlined in Exhibit 2.

This information should include each entity's name, primary address, key personnel resumes, year founded, and primary responsibilities as part of the Proposer's team. These identified entities will be considered as project team members of the Provider. Any additions or changes to the project team are subject to the University's discretion. If no entities are named, it is assumed that the Provider will self-perform all functions on the Project. The entities that should be identified are as follows:

The proposal should also include an organizational chart with names and titles of key participants.

c. Prior Experience

Proposers should demonstrate that they, along with any partners, have experience in delivering high-quality childcare services. Provide examples of at least two (2) recent childcare facility projects in which the Proposer has been involved, and that are comparable in complexity, quality, and scope. If applicable, Providers should include project experience with institutions in Higher Education.

For each project, specify the key program elements (capacity, accreditation, development schedule, etc.), operating model, and financial structure.

d. Proposed Ownership Structure

Specify what the Provider will require from the University to make the Project feasible as outlined in Exhibit 1.

e. Financing Approach

Provide a written description of the financing approach for the Project. Highlight the use of alternate financing platforms such as opportunity zones, tax incentives, or other mechanisms, if applicable.

Firms must also complete the general terms and financial assumptions template attached to this document. See Attachment A.

f. Preliminary Schedule

Provide a preliminary schedule for the project concept that outlines key milestones for the design, development, financing, operations, and maintenance process.

Note that the project schedule will ultimately be refined in collaboration with the University to reflect required University and state-level reviews and approvals of project design and legal agreements. Additionally, it is anticipated that construction cannot commence until January 2027 when leaseholders have vacated the preliminarily selected suites for the planned childcare site at Cherokee Mills.

g. Preliminary Operations Plan

Provide a brief narrative that describes how members of the proposed operations team will operate and manage the childcare center. Describe the envisioned path to gaining accreditation through a nationally recognized agency (e.g. NAEYC). Specify briefly how the

proposed team plans to operate, maintain, and reinvest in the Project so that it continues to provide value to UTK over the whole length of the Lease.

h. Project Concept Overview

Providers must provide a concept description that aligns with the available areas within Cherokee Mills, while meeting desired strategic goals. The concept description should outline a feasible plan for developing both indoor and outdoor programmatic elements.

6.4. BAFO Requirements & Evaluation

This stage will involve more engagement with the Proposal Evaluation Team and other University System and UTK representatives in order to refine and optimize the down-selected Providers' proposals, program, and partnership structure to align with institutional goals. This will occur through structured communications and one or more BAFO workshops.

In this stage, Providers will enhance, provide more detail, or otherwise adjust their proposal based on feedback from the University related to items listed within Exhibit 1.

During the BAFO period, the University reserves the right to request additional information from Providers.

The Providers' BAFO must be received by the date specified in Section 5, RFP Schedule of Events. BAFO submittals should be uploaded to the Teams Folder in each firm's designated link. BAFOs will be evaluated based on holistic value to the University System and UT Knoxville, taking into account the following criteria, among others:

- i. Creation of a high-quality and affordable childcare program for UTK families
- ii. Relevant experience with Childcare facilities and employer-sponsored models
- iii. Plan for designing, developing, financing, operating, and maintaining the childcare facility
- iv. Proposed business terms and operating model
- v. quality of the anticipated relationship between the Proposer and the University over the term of the agreements.

The Proposal Evaluation Team will then meet to discuss the results of their independent evaluations of each BAFO. The Proposal Evaluation Team will discuss their evaluations on the merits of each proposal based on the criteria listed above, comparing the advantages and disadvantages of each BAFO and will determine collectively the BAFO deemed to be in the best interest of the University. Upon determination of the best overall submission, the University will issue an Evaluation Notice to the Providers who submitted a BAFO identifying the Finalist Provider selected to proceed to the negotiations phase.

The University reserves the right to accept or reject any and all proposals or BAFOs, to waive any informalities in a submission, and, unless otherwise specified in writing by a Provider, to accept any items in the proposal or BAFO.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

6.5. Finalist Negotiation

Following evaluation of BAFO submissions, the finalist Provider shall enter into negotiations with the University regarding the terms of the lease and related agreements between the parties. The University may work with the finalist Provider to advance its BAFO and the parties will act in good faith to reach a mutually acceptable agreement. If the University and the Proposer having the Best Evaluated BAFO cannot mutually agree to terms, then the University may negotiate with the Proposer having the second-best evaluated BAFO and so on.

6.6. Award Process

After completion of Finalist Negotiations, the RFP Coordinator will issue a Notice of Intent to Award to all Proposers naming the recommended Proposer and forward all required documentation to the proper officials of the University and/or State for approval. **The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with the recommended proposal or any other Proposer.** After the determination of the University that the approved submission by the recommended Proposer is in the best interest of the University, the President of the University shall request approval of the documents by the SBC.

6.7. RFP Files Open

The University will make the RFP files available for public inspection on the date specified in the RFP Section 5, Schedule of Events. The files will remain open for public review from that date.

6.8. Protest Process

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with the University's Policy for Solicitation Respondents' Protests F10405. Protests should be delivered to the RFP Coordinator in the Department of Capital Project.

6.9. Lease Approval and Lease Payments

This RFP and its Proposer selection processes do not obligate the University and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. University obligations pursuant to a lease award and related agreements shall commence only after the lease is approved by University and State officials, including the State Building Commission, as required by applicable laws and regulations, and signed by the University/State and the Proposer.

No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State and University of Tennessee.

Attachment A – General Terms and Financial Assumptions Template

Please provide a financial pro forma that summarizes the Project’s financial paradigm with the following components:

- Development budget
- Revenue and expense projections
- Key assumptions & financial performance
- Other operating assumptions, if necessary

Provider must state a fixed price per child per scheduling option in today’s pricing, with expected annual rate escalation. Alternate pricing models that incorporate sliding scale methodology, state subsidies, or other strategies may be considered and negotiated during the BAFO stage of selection. However, a standardized flat rate must be provided for comparison purposes.

Full Time – Monday through Friday, 7:00 am – 6:00 pm

Age Group	Rate	
Infants (6 weeks – 18 months)	\$ _____	per child per week or month
Pre-Toddlers (18 mos – 2 yrs)	\$ _____	per child per week or month
Toddlers (2 – 3 yrs)	\$ _____	per child per week or month
Pre-School (3 – 4 yrs)	\$ _____	per child per week or month
Pre-Kindergarten	\$ _____	per child per week or month

Part Time – Monday, Wednesday and Friday or any 3 days, 7:00 am – 6:00 pm

Age Group	Rate	
Infants (6 weeks – 18 months)	\$ _____	per child per week or month
Pre-Toddlers (18 mos – 2 yrs)	\$ _____	per child per week or month
Toddlers (2 – 3 yrs)	\$ _____	per child per week or month
Pre-School (3 – 4 yrs)	\$ _____	per child per week or month
Pre-Kindergarten	\$ _____	per child per week or month

Part Time – Tuesday and Thursday, or any 2 days, 7:00 am – 6:00 pm

Age Group	Rate	
Infants (6 weeks – 18 months)	\$ _____	per child per week or month
Pre-Toddlers (18 mos – 2 yrs)	\$ _____	per child per week or month
Toddlers (2 – 3 yrs)	\$ _____	per child per week or month
Pre-School (3 – 4 yrs)	\$ _____	per child per week or month
Pre-Kindergarten	\$ _____	per child per week or month

Annual Registration Fee	\$ _____	per family
Pro-rated Registration Fee	\$ _____	per family
Late Pick-Up Charge	\$ _____	per half hour

Multi-Child Family Discount	_____	%
Annual Rate Escalation	_____	%

Attachment B – Cherokee Mills Site Inventory Portfolio

Microsoft Teams File Sharing Link to access Market Opportunity assessment will be provided to parties who submit a Notice of Intent to Submit Request to the RFP Coordinator.

PROPOSAL COVER LETTER

Public-Private Partnership for a Childcare Facility

Located in:

Knoxville, Knox County, Tennessee

SBC NUMBER:

540/009-14-2025

The UNIVERSITY OF TENNESSEE

Any blank spaces may cause Proposal to be unacceptable and rejected.

Proposers Identification: _____

Proposers Name: _____

Proposers Address: _____

PROPOSER NAME: <Name>	
SECTION A: MANDATORY REQUIREMENTS Owner Evaluation for Each Requirement: Pass or Fail	Proposal Page Number (By Proposer)
1. Provide a completed Certification Statement, in the format provided herein.	
2. Identify Proposer's primary contact person including mailing address, telephone number, and e-mail address.	
3. Describe Proposer's form of business (e.g., corporation, partnership, limited liability company) and the U.S. state in which it is established.	
4. Provide a statement of whether there have been mergers, acquisitions, or sales of Proposer within the last five years, and if so, an explanation providing relevant details.	
5. Provide a statement that discloses pending litigation against Proposer. The Owner reserves the right to request an opinion of Proposer's counsel as to whether pending litigation will impair performance in a contract under this RFP.	
6. Provide a statement declaring whether, in the last ten years, the Proposer has filed, or had filed against it, bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
7. Provide a letter(s) from an insurance and/or surety agency stating Proposer's capability to provide insurance and bonding for the project in accordance with the requirements as outlined in the RFP.	
8. Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the lease has a possible conflict of interest (e.g., employment by the University of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the University, and the University reserves the right to cancel any award.	
9. Provide a completed Financial Interested Parties, in the format provided herein.	
10. Provide contact information for at least two (2) references who can certify that Proposer has significant experience delivering complex multi-asset projects on-time and on-budget.	
11. Provide Executive Summary <ul style="list-style-type: none"> • Partnership Structure • Asset Type Identification • Primary Contacts 	

CERTIFICATION STATEMENT

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

1. The Proposer will comply with all of the provisions and requirements of the RFP
2. The information detailed in the proposal submitted herewith in response to the subject RFP is truthful, accurate and complete.
3. The Proposer will comply with:
 - a. the laws of the State of Tennessee;
 - b. Title VI of the federal Civil Rights Act of 1964;
 - c. Title IX of the federal Education Amendments Act of 1972;
 - d. the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - e. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
 - f. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
 - g. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP; and,
 - h. the condition that in compliance with the Iran Divestment Act the Proposer is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106 and shall not utilize a subcontractor on that list.
 - i. in compliance with TCA § 12-4-119, Contractors currently engaged in a boycott of Israel or who intend to engage in a boycott of Israel should not bid.
4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
5. The person who signs this certification on behalf of the Proposer is legally empowered to bind the Proposer to the provisions of this RFP and a resulting contract. If the signatory is not the Proposer (if an individual) or the Proposer's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the proposing entity.
6. The Proposer acknowledges receipt of Addendum:

Addendum number(s) and date(s): _____

Proposer Legal Entity Name: _____

Signature: _____ **Date:** _____

Printed Name and Title: _____

Financial Interested Parties: As required by T.C.A. Section 12-2-114, the names of any and all persons financially interested in the Lease are as follows:

Name:

Telephone Number:

Address:

Name:

Telephone Number:

Address:

Name:

Telephone Number:

Address:

Name:

Telephone Number:

Address:

Name:

Telephone Number:

Address:

Name:

Telephone Number:

Address:

PROPOSER NAME: <NAME>	
SECTION B: PROPOSAL EVALUATION CRITERIA (AS DETAILED IN SECTION 6.3):	Proposal Page Number (By Proposer)
<p>a. Team Roles and Responsibilities Provide the firm name, primary address, year founded, and resumes of key personnel for the following entities:</p> <ul style="list-style-type: none"> - Provider - Financing/Ownership Entities - Design & Construction Team (if applicable) - Management services for operations, maintenance, and asset management - Other organizations <p>100 Points</p>	
<p>b. Prior Experience</p> <ul style="list-style-type: none"> - Provide at least two (2) recent projects within the last 10 years in which the Provider has participated that are comparable in complexity, quality, and scope. - For the prior experience section, emphasize projects where the provider or team members have completed childcare facilities. - Highlight any experience converting existing spaces within higher education institutions or similar environments. <p>100 Points</p>	
<p>c. Proposed Ownership Structure</p> <ul style="list-style-type: none"> - Diagram structure of partnership with the University - Mechanism for ground lease payments to the University - Provider Requirements of the University - Term of partnership under the lease <p>150 Points</p>	
<p>d. Financing Approach</p> <ul style="list-style-type: none"> - Range of financing options the Provider can execute and will consider for the Project. - Current available financial resources, access to capital (debt, equity, other) in the current capital market, and number of transactions in the past two years. - If desired, Providers may submit supplemental materials, such as bank and credit references, annual reports, or such other documentation as the Provider deems relevant in response to this item. - Detailed proformas for each asset type with the listed requirements, outlined in attachment C <p>200 Points</p>	

<p>e. Preliminary Schedule</p> <ul style="list-style-type: none"> - Completion of design development and outline specifications - Assumed financial close - Start of renovation - Substantial completion and opening - Other key milestones as deemed appropriate by Proposer <p>150 Points</p>	
<p>f. Preliminary Management and Operation Plan</p> <ul style="list-style-type: none"> - Operations narrative thoughtfully addresses the operation, maintenance, and reinvestment in the Project, including staffing that is aligned both with the appropriate level of service and assumed costs in the Proforma. <p>100 Points</p>	
<p>g. Project Concept</p> <ul style="list-style-type: none"> - Outlined concepts for initial and subsequent phases with outline of how the childcare facility will meet the demand of UTK graduate students, faculty, and staff. - Conceptual Site Design: <ul style="list-style-type: none"> • Building footprint(s) and scale. • Outdoor Playground • Parking solution that maintains ease of ingress/egress. • Safe, dedicated drop-off and pick-up area for children. - Project Description: <ul style="list-style-type: none"> • Detailed overview of site plan • Preliminary parking strategy to support the daily operations of the childcare facility. - Security Approach <ul style="list-style-type: none"> • Security measures included in the Provider's proposal, covering the project team, construction budgets, and operational plans. • Firms are not required to submit detailed drawings, renderings, or design elements at this stage, beyond the site plans and character examples outlined in section 3.4, paragraph iii. <p>200 Points</p>	
Section B: 1,000 Points	

SECTION C: BAFO EVALUATION CRITERIA:	
1.	Team Composition & Experience 100 Points
2.	Affordability of Childcare 175 Points
3.	Design and Budget 125 Points
4.	Schedule 125 Points
5.	Financing Plan / Deal Structure 175 Points
6.	Operations Plan 125 Points
7.	Quality of Childcare Program & Accreditation Plan 175 Points
Section C: 1,000 Points	