

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Update of Zoning Code

**Proposals to be Received by 11:00:00 a.m., Eastern Time
July 22, 2016**

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

**CITY OF KNOXVILLE
Request for Proposals**

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**City of Knoxville
Request for Proposals**

Update of Zoning Code

I. Statement of Intent

The City of Knoxville seeks the services of a qualified professional consultant to prepare a comprehensive update of the City’s Zoning Ordinance. This zoning ordinance update should provide standards to guide the continued development and redevelopment of the City in a manner that uses resources efficiently and builds a strong, sustainable, walkable community. The zoning ordinance update should incorporate current and best planning practices, provide clarification and consistency, remove contradictions or obsolete regulations, and incorporate graphic illustrations, as may be appropriate.

II. RFP Time Line

Availability of RFP	June 24, 2016
Deadline for questions to be submitted in writing to the Assistant Purchasing Agent	July 19, 2016
Proposals Due Date	July 22, 2016

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

III. Background

3.1 Community Overview

The City of Knoxville is the third largest city in the State of Tennessee, having an estimated population of 183,270 (2013 Census Bureau estimate). Located at the headwaters of the Tennessee River, the City serves as the economic center of the East Tennessee region, including portions of Kentucky, North Carolina, and Virginia. Its trade sector is one of the strongest in the state.

Founded in 1791, Knoxville has a diversified economy and was ranked in the Top 50 Best Places for Business and Careers for 2013 by *Forbes.com*. The presence of the University of Tennessee along with Tennessee Valley Authority, Oak Ridge National Laboratory and other large governmental installations lends stability to the area, making the local economy less cyclical than either the national or state economies. Tourism is also an economic generator for Knoxville, with visitors attracted to amenities including Zoo Knoxville, the Urban Wilderness hiking and biking trails, and

the nearby Great Smoky Mountains National Park. Knoxville serves as the health, educational, and governmental center of East Tennessee.

Knoxville encompasses a diverse collection of neighborhoods, from nineteenth century single-family homes to twentieth century subdivisions and apartment complexes to twenty-first century lofts in repurposed downtown commercial buildings. In recent years, the city has seen a resurgence in investment and interest in its older commercial and residential areas.

The quality of life, low cost of living, convenient interstate access, and other factors make the Knoxville area an attractive location for many types of operations. Knoxville serves as home to numerous customer service centers, including Jewelry Television by ACN, Cendant Corporation, ClientLogic Corporation, G.C Services, Kimberly-Clark Corporation, Nova Information Systems, U.S. Cellular, and Whirlpool Corporation. The City has worked with these firms and others to help foster relocation to Knoxville or expansion of existing facilities. Other national and global leaders in the area include Home and Garden Television (HGTV), Clayton Homes, DeRoyal Industries, Pilot Flying J Travel Centers, Regal Entertainment, Brunswick Corporation, and Green Mountain Coffee. Sysco Corporation, one of the largest food service marketers and distributors in North America, also calls the Knoxville area home.

3.2 Opportunities and Issues

During the past 10 to 15 years, the city of Knoxville has experienced a resurgence of its downtown and historic neighborhoods, with significant redevelopment and new development in these areas. An opportunity exists to extend this resurgence to the corridors leading to downtown and to adjacent neighborhoods. Concomitant with this opportunity is the need to provide guidance for sustainable redevelopment of the City's corridors and neighborhoods while protecting the characteristics that define these areas and provide for a sense of place in the community. Other areas and locations in the city, particularly former industrial sites, are in need of standards that address twenty-first century development trends and will encourage redevelopment of these areas. Older commercial centers, from an enclosed mall to neighborhood commercial areas, are in need of standards that will direct their redevelopment as dynamic areas that serve the community. Knoxville is blessed with its location on the Tennessee River, but has not always treated its riverfront with the respect it deserves. Redevelopment of the riverfront has begun; standards and approaches are needed to encourage this redevelopment to continue. One of Knoxville's strengths is its diversity of housing choices and its vibrant neighborhoods, both old and new. Development standards should respect the integrity of these neighborhoods, providing for appropriate development that is compatible with the character of the neighborhoods.

3.3 Recent Initiatives

While much of Knoxville's zoning code languishes in the mid-twentieth century, some significant initiatives have been undertaken to update the ordinance in the past few years. These initiatives include:

- Adoption of a form-based code to guide development and redevelopment in the South Waterfront, a mixed use area on the south side of the Tennessee River.

- Adoption of the Cumberland Avenue Form Code to guide new development along the commercial “strip” abutting the UT campus in a manner that promotes pedestrian activity.
- Drafting of Mixed Use District standards to encourage mixed uses and use of alternative modes of transportation as properties along major corridors are developed/redeveloped.
- Development of updated off-street parking standards that establish a lower minimum and set a cap on parking spaces provided for a variety of uses and that address other goals associated with provision of off-street parking.

3.4 Items Not Included in Scope of Service

The following provisions/sections of the City’s zoning or development codes have been updated recently and will not be a part of this project:

- Sign standards
- Off-street parking standards
- Subdivision regulations

The following tasks will be performed by others and will not be the respondent’s responsibility:

- Public involvement and outreach – this effort will be designed and implemented by others, although the respondent will be required to prepare for and present at public community meetings
- GIS data creation and mapping – the Metropolitan Planning Commission (MPC) staff will develop maps required for the project and create/manage all GIS data. MPC staff has access to current and historic zoning, aerial photos, topography, building footprints, curb cuts, tax parcel information, etc. These documents will be used to produce the maps that will be used during the preparation of the zoning code update.
- Website design and maintenance of internet applications and social media – MPC staff will create and maintain the website for this project; the respondent will be expected to provide material that will be used as content for the website

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide an updated zoning code 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 July 19, 2016**. Questions can be submitted by letter, fax (865-215-2277), or emailed to jmcclelland@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/purchasing. 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 with respect to this proposal. The proposer is required to submit this affidavit with their proposal submission.

4.8 Regarding the Equal Business Opportunity Program contracting, the appropriate Form I or Form II **must** be submitted with the proposal. Successful proposers who include Form I with their proposals, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment may not be released by the City until Form III is submitted.

4.9 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.

4.10 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.11 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 180 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.12 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.13 **NO CONTACT/NO ADVOCACY POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer or proposer's representative with any representative of the City of Knoxville or the Metropolitan Planning Commission 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).**

4.14 **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

5.1 General

The City of Knoxville seeks the services of a qualified professional consultant to prepare a comprehensive update of the City's Zoning Ordinance. This zoning ordinance update should provide standards to guide the continued development and redevelopment of the City in a manner that uses resources efficiently and builds a strong, sustainable, walkable community. The zoning ordinance update should incorporate current and best planning practices, provide clarification and consistency, remove contradictions or obsolete regulations, and incorporate graphic illustrations, as may be appropriate. This update will involve working through a collaborative process that includes broad public engagement and involves a variety of stakeholders, including a Council-appointed Advisory Committee; the process will culminate in a fully updated, user-friendly zoning ordinance complete with illustrations and a newly adopted zoning map that reflects the changes to the zoning district structure. The resulting zoning ordinance should be simple, flexible, easily understood by the general

public, and easily administered by staff.

5.2 Metropolitan Planning Commission Role

The Knoxville-Knox County Metropolitan Planning Commission (MPC) serves as the planning advisory board for the City of Knoxville. This joint city-county agency was formed in 1956 to guide the growth and development of both Knoxville and Knox County. Staff of the MPC will serve as the primary contact for the consultant during the update of the zoning code. MPC staff will administer the contract, provide direction, approve work, and authorize payment of invoices submitted by the consultant. All communication between the consultant and the City will be funneled through MPC staff.

5.3 Guiding Principles

The goals and policies recommended in the following documents will guide the update of the City of Knoxville zoning ordinance:

- Knoxville-Knox County General Plan
- City of Knoxville Sector Plans
 - Central City Sector Plan
 - East City Sector Plan
 - West City Sector Plan
 - Northwest City Sector Plan
 - South City Sector Plan
 - North City Sector Plan
- City of Knoxville Neighborhood Plans
 - Bearden Village Opportunities Plan
 - Broadway-Central-Emory Place Small Area Plan
 - Fort Sanders Neighborhood Plan
 - Inskip Small Area Plan
 - Lonsdale Redevelopment Plan
 - Oakwood-Lincoln Park Neighborhood Plan
 - Vestal Site Improvement Plan
- City of Knoxville Corridor Studies
 - I-275/Central Street Corridor Study
 - Chapman Highway Corridor Study
 - Cumberland Avenue Corridor Study
 - Magnolia Avenue Corridor Study
 - Martin Luther King, Jr. Corridor Study
- PlanET Goals
 - Build strong towns and grow quality places
 - Improve the health of people and the natural environment
 - Expand housing and transportation choices

All plans and studies are available at this website (<http://knoxmpc.org/plans/>). In addition to the goals and polices recommended in the documents identified above, a goal of the updated zoning ordinance shall be to reduce the need for additional layers of review and approval by the Planning

Commission, boards, or committees.

5.4 Recent Initiatives

The consultant will assess the recent initiatives outlined in Paragraph 3.3 and provide guidance regarding their inclusion in the updated ordinance as they are currently drafted or if updates/revisions are needed in these standards.

5.5 Major Issues to be Addressed

City of Knoxville and MPC staff are hoping to address specific issues with the new Zoning Code. These include but are not limited to the broad issues identified below.

1. **Simple and Easy to Use Ordinance.** Standards identified must be transparent making it easy to administer and easy for the public to understand. Illustrative graphics should be included at key points to assist the users with understanding and interpreting the text. They should also convey the importance of regulations and how they will bring about the intended outcomes.
2. **Local Context.** Demographic and cultural shifts within the city have altered the manner in which public and private space, both residential and commercial, is used. Demographic shifts and changing preferences will continue to have an impact on the growth and development of the City.
3. **Mobility and Connectivity.** Promote and balance mobility options – transit, auto, bicycling and walking. A desire to increase connectivity among neighborhoods and destinations continues to grow.

5.6 General Requirements

- Research and analysis
- Technical report writing
- Public involvement and outreach
- Create and maintain records of public involvement
- Presentations to general public, City and MPC staff, Metropolitan Planning Commission, City Council, and others, as identified
- Drafting and revision of ordinance to result in final adopted zoning ordinance
- Coordinate with Law Department to determine the best format for delivery of the new ordinance for incorporation into Municode. One of the issues with the new form codes is that they have not been incorporated directly into Municode but instead are separate PDF documents which are not easily viewed on mobile devices.

5.8 Tasks and Services

- Convene, organize, and lead workshops for multiple stakeholders and Steering Committee

- Provide information and guidance to MPC and the City of Knoxville on the development and execution of a robust public engagement program.
- Iterative drafts and final draft of the updated ordinance for staff and stakeholder review.
- PowerPoint presentations for stakeholders, MPC, and Council meetings.
- Public Hearing Presentations. The consultant will make formal presentations to the MPC and the Knoxville City Council.
- Comprehensive updated zoning ordinance (digital versions in format to be approved by MPC staff, such as .pdf, .doc, and .indd)
- Training of MPC, City staff, review boards, elected officials, and developers to familiarize them with the code and administrative procedures.

5.9 Items Not Included in Scope of Service

The following provisions/sections of the City's zoning or development codes have been updated recently and will not be a part of this project:

- Sign standards
- Off-street parking standards
- Subdivision regulations

The following tasks will be performed by others and will not be the respondent's responsibility:

- Public involvement and outreach – this effort will be led by others with significant input by the respondent. The respondent will be required to prepare for and present at public community meetings and others as needed.
- GIS data creation and mapping – MPC staff will develop maps required for the project and create/manage all GIS data. MPC staff has access to current and historic zoning, aerial photos, topography, building footprints, curb cuts, tax parcel information, etc. These documents will be used to produce the maps that will be used during the preparation of the zoning code update.
- Website design and maintenance of internet applications and social media – MPC staff will create and maintain the website for this project; the respondent will be expected to provide material that will be used as content for the website

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 Metropolitan Planning Commission.

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 two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, 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. **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.
- C. **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 June 24, 2016, at no charge from:

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

*If sending via United States Postal Service, use the following address:

City of Knoxville Purchasing Division
P. O. Box 1631
Knoxville, TN 37901

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 ten (10) hard copies (one original and nine duplicates—**mark the original as such**) and one electronic copy of the proposal (CD only—**mark the disk 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.

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 July 22, 2016. 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 “Zoning Update.” 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. Form I or II from Equal Business Opportunity Program
4. Body of Proposal: See Paragraph 7.4 below

NOTE: The Submission Form S-1, the Non-Collusion Affidavit, the No Contact/No Advocacy Affidavit, and the Equal Opportunity Business Program (EBOP) packet are provided in these solicitation documents.

7.4 Body of Proposal

The submitted proposal shall provide a succinct description of the proposed approach to the updating of the City's zoning ordinance and a description of the work program, with supporting material to document the respondent's ability to undertake and complete the project. The submittal shall address the following, providing information identified:

7.4.1 Description of approach

Each sub-section of Tab 4 shall be tabbed as follows:

Tab 4A. Approach and Methodology

This sub-section should include the following information:

- A description of the Consultant's proposed methodology, including the nature of the public process, the number of proposed general public meetings, the role of the steering committee and stakeholders, and the extent of public involvement. This description should also include methods the Consultant proposes to use to manage the project and communicate with MPC staff and the public as to project progress, reviews, and conduct of public meetings.
- General summary of how the project would be performed
- Data to be provided by MPC/City of Knoxville

Tab 4B. Team Expertise

- Provide a statement of interest for the project including a narrative describing the firm's specific expertise and unique qualifications as they pertain to this particular project.
- Provide a statement discussing the firm's knowledge of Tennessee's zoning regulations and enabling legislation.
- Organizational chart for personnel who are to work on this project including certification or licensure information.
- Provide the Project Manager's experience. A minimum of three similar projects within the past five (5) years is preferred.
- Provide the staff's experience with similar projects within the past five (5) years.
- Names and roles of key personnel proposed to work on this project and their primary office location. Percentage of staff located in local office conducting work, as appropriate.
- Include resumés for all key personnel and indicate any individuals who have had previous experience on similar projects and are proposed to work on this project. Do not include resumés of firm personnel who are not proposed for this project.

- Provide staffing size by areas of expertise. Only include staff proposed for this project.
- Provide current workload of the firm.

Tab 4C. Team Availability and Project Time Line

- Provide a statement on the availability and commitment of the firm, its principals and assigned professionals to undertake the project, reporting responsibilities, and how the firm will interface with the project manager(s) for the updating of Knoxville’s zoning ordinance. If headquartered outside the immediate area, indicate staff availability and how assigned staff will interact with Knoxville and MPC staff and stakeholders.
- Provide a statement describing any existing time commitments which would impair the team’s ability to proceed
- Provide a project schedule with the following:
 - Tasks to be performed
 - When each task will be completed
 - Tentative allocation of person days by task
 - Schedule of work products

Tab 4D. Comparable Products and References

- Provide an overview and brief history of the firm.
- Provide examples of at least three similar projects completed in the last five (5) years by the firm, each including:
 - Project name and location
 - Name of Project Manager (if different than the Project Manager proposed for this project)
 - Project services provided
 - Description of the project highlighting similarities with proposed project
 - Date of completion or project status
 - Client name and contact person, including full contact information
 - History of achieving the project schedule
 - History of accomplishing services within established budget, including planned vs. actual
 - Lessons learned from the project.

Tab 4E. Cost

The City prefers flat fee pricing, broken down by project task/deliverables.

7.5 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the

Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

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

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

VIII. Evaluation Criteria

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. The criteria shall be applied to each of the 12 events shown in the Price Sheet contained in these documents.

- 1. Project Approach and Methodology – 35 points**
- 2. Pricing/Cost – 30 points**
- 3. Qualifications and Availability of Key Personnel – 25 points**
- 4. Project Timeline/Schedule – 10 points**

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS**

Update of Zoning Code

Submission Form S-1

**Proposals to be Received by 11:00:00 a.m., Eastern Time; July 22, 2016; in Room 667-674,
City/County Building, Knoxville, Tennessee.**

IMPORTANT: Proposals shall include ten (10) hard copies (one original and nine duplicates—**mark the original as such**) and one electronic copy of the proposal (CD only—**mark the disk 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.

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 (Janice McClelland). 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 any staff or representatives of the Metropolitan Planning Commission, City of Knoxville, members of City Council, or the Office of the Mayor.

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: _____

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.

- (1) A description of the specifications for the work selection for subcontracting
 - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the **dollar value** associated with these opportunities. The purpose of "Form I" is to measure the Contractor's **"Good Faith Efforts."** It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of **"Good Faith Efforts"** in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

- 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. Black American, which includes persons having origins in any of the Black racial groups of Africa;
 - b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
 - c. Native American, which includes persons who are American Indians or Alaska Native;
 - d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.

 - e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

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

(Project Name)

(_____)
(Dollar Amount of Bid)

MOB/WOB's 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 the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$_____.

MOB/WOB Utilization			
Description of Work	MOB Amount	WOB Amount	Name of MOB/WOB

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S) (TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)

Project: _____ Contract#: _____

Contractor's

Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

By: _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary

Public: _____

My Commission

Expires: _____