

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

for

Knoxville Solar America Cities Website

Proposals to be Received by 11:00 AM, Eastern Time
September 23, 2009

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

Table of Contents

Item	Page Number
I. Statement of Intent	3
II. RFP Timeline	4
III. Background	5
IV. General Conditions.....	9
V. Scope of Service.....	11
VI. Contract Requirements.....	14
VII. Instructions to Submitting Entities.....	17
VIII. Evaluation Criteria.....	18
Submission Forms	
• S-1 (Submission Form)	
• Non-Collusion Affidavit	
• Equal Business Opportunity Form I	
• Equal Business Opportunity Form II	

I. STATEMENT OF INTENT

The City of Knoxville is requesting proposals from responsible firms or teams to design, implement, and optionally host a website for the Knoxville Solar America Cities Program.

Funded through a DOE grant of financial and technical resources, the Knoxville Solar America Cities Program seeks to promote solar energy technologies and create a lasting solar energy infrastructure in the Knoxville community. One of the largest barriers to achieving these goals is limited knowledge among Knoxville residents, businesses, and organizations about the technical, financial, social, and installation-related issues associated with solar energy technologies. The Knoxville Solar America Cities Program already has several means of reducing this informational barrier underway, such as community workshops, technical training programs, exhibits, and demonstration projects.

Critical to sustaining the program's education efforts is creation of a clearinghouse website for the Knoxville Solar America Cities Program to provide comprehensive, consistent and accessible information related to the program and solar technologies. The Knoxville Solar America Cities website will become a focal point of the program and its efforts to educate the Knoxville community about solar energy and help citizens better navigate the process of purchasing and installing solar technologies. Potentially the most visible and accessible "face" of the program, its design should be unique and professional, its layout user-friendly, and its content highly informative.

The contractor will work with members of the Knoxville Solar America Cities Program Team who represent the City of Knoxville, Southern Alliance for Clean Energy, Tennessee Valley Authority (TVA), Knoxville Utilities Board (KUB), and Oak Ridge National Laboratory (ORNL) to develop a product that meets this goal. The contractor will also help this Steering Committee build consensus around content and design decisions and help guide the team through the initial website launch.

Upon final written acceptance of the product, the website will become the property of the City of Knoxville and the City will own all content; the City shall retain ownership of the design and website in the event that the City exercises the option of having the consultant host the website.

The consultant will provide program/City staff with content management training and provide a written "Owner's Manual" with content management instructions for all features. After a trial period during which the consultant will work out any remaining glitches, the City will be in charge of content management.

The contract should be structured with a minimum of three (3) acceptance milestones: design, production, and training

II. TIME LINE

Availability of RFP.....	August 26, 2009
Deadline to submit questions (in writing) to the Office of the Purchasing Agent.....	September 17, 2009
Proposals Due Date.....	September 23, 2009
Selection Process: Proposals Reviewed and Ranked, Interviews (if necessary), and Recommendation of Evaluation Committee.....	September 24–October 2, 2009
Recommendation to City Council for Approval.....	October 20, 2009
Contract Start Date.....	October, 2009

This timetable is for the information of submitting entities. These dates are subject to change, but **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

As one of 25 cities chosen to be Solar America Cities through the Department of Energy’s Solar America Initiative, Knoxville is part of a larger effort to facilitate market penetration of solar energy technologies, create a local sustainable solar infrastructure, and make solar-generated electricity cost-competitive with conventionally-generated electricity by 2015. Through this program, the City of Knoxville works with ORNL and other project partners such as TVA, KUB, the Southern Alliance for Clean Energy, and the State of Tennessee Energy Division to reduce the barriers that prevent residents and businesses from deploying solar energy technology. Program initiatives are designed to educate citizens, strengthen local supply and demand markets, increase the visibility of solar energy, and inspire change within the greater community and region.

Beyond the development of the website, other initiatives of the Knoxville Solar America Cities Program include hosting workshops to teach a variety of audiences about various subjects related to solar power, educational displays to accompany solar arrays at the new Downtown Transit Center and Ijams Nature Center, Community Development housing projects that incorporate solar technology, and highly visible installations of solar technologies that provide industry training opportunities and demonstrate the effectiveness of solar power to the community.

More information about the Knoxville Solar America Cities Program can be found on an interim webpage created by city staff: www.cityofknoxville.org/policy/solar.

Program staff and partner representatives have drafted an initial outline for the new website's content. Graphical and technical design should accommodate the content and features outlined in Section IV.F: Proposed Website Content and Features.

IV. SCOPE OF SERVICE

A. Key Objectives/Purpose

The Knoxville Solar America Cities Program website should be a user-friendly, highly informative, interactive, and aesthetically pleasing website to educate and engage viewers of various interest and knowledge levels with solar energy and the Solar America Cities Program. The website will serve primarily as an information and public communications tool. The website shall meet the following criteria:

- Provide target audiences easy, online access to information about solar energy technologies and the Solar America Cities Program;
- Be a tool for Program staff to quickly disperse information to the public;
- Accommodate written information, multiple types of media, and interactive features;
- Be modifiable and upgradeable by City/Program staff;
- Meet ADA Priority 1 requirements

The website should be directed towards the following audiences (listed in priority order):

- Knoxville residents, business representatives, and students
- Knox County residents, business representatives, and students
- Regional (East Tennessee/TVA distribution area) residents, business representatives, and students
- Civic groups and associations, including, but not limited to, non-profits, youth and senior citizen groups, and government agencies.
- Prospective residents, businesses, investors, and developers
- Visitors to City, County, and Region
- Any person or agency seeking information about solar energy or the Knoxville Solar America Cities Program.

Emphasis should be placed on design, ease of navigation, readability, consistency, and ease of content and website management.

B. Project Implementation

The Knoxville Solar America Cities Website Project should be implemented in accordance with the following expectations:

- Solar America Cities Project Website Steering Committee (see Section IV.H: Committee Process) will provide consultant with program logos and desired content for website.
 - Currently proposed content is outlined in Section IV.F: Proposed Website Content and Features.
- Consultant will design main components/page layouts of the website and integrate content, allowing for regular input from the Steering Committee.
 - Design and technical specifications are provided in Sections IV.C: Design and IV.D: Technical Requirements.

- Consultant will regularly provide Steering Committee with draft schematics for comment and approval.
- Modification of the provided content to better suit readability or aesthetics of the website is encouraged, but consultant should work closely with the Website Steering Committee in doing so.
- Consultant will make certain that final website complies with ADA Priority 1 website requirements and include a site map to help meet these requirements.
- Consultant will provide Steering Committee with “Owners Manual” that explains step-by-step how to use any component of the content management system and how to use or modify any of the functions specified in Section IV.E: Functional Requirements.
 - If modifications can be made by city/program staff that would impact compliance with ADA requirements, “Owners Manual” will summarize how city/program staff can avoid doing so.
 - Soon after website launch, consultant will offer a one-time training to city staff on how to maintain and manage the site.
 - More information about “Owners Manual” and required content management system can be found in Section IV.D: Technical Requirements.
- Consultant will register the website with a variety of search engines; use meta tags to make pages visible to automatic searches; provide appropriate links, and upload to internet search engines that may include, but are not limited to, the following: Google, Yahoo, Lycos, InfoSeek, Excite, and Ask.
- At date and time specified by the Steering Committee, consultant will facilitate the launch of the website.
- Consultant will work with Steering Committee for up to one month after the launch to work out remaining glitches.

C. Design

Design of the website includes:

- Conceptual development and implementation of the look, format, and navigation of the website;
- Development and implementation of navigational tools, interactive features, search capabilities, and statistical tracking tool.
- Regular meetings and updates with Steering Committee

Design Guidelines

- **Overall website design should be unique, professional, and aesthetically pleasing**
 - Pages should not be visually cluttered, harshly colored, or confusing.
- **Use of consistent, unified or common themes**
 - A basic main page design with signature icons, action buttons, fonts, graphics, or logos should be adaptable for each subsequent page. Consistent color schemes and graphic themes should be used throughout the website. The Knoxville Solar America Cities Program logo should be incorporated onto every page in appropriate size and placement depending on content.
- **Use of consistent layout and navigation strategy**
 - A navigation bar with key links should appear on every page of the website.
- **Provide a user-friendly and ADA Priority 1 compliant site.**

- Navigation and links should be logical and intuitive. Include graphic navigation tools offering shortcuts and leading forward, back, up, down, and back to the home page. Pages within the site should also be directly linked wherever relevant.
- All pages of website should be compatible with all major web browsers, including non-graphical browsers.
- Some pages, as determined by the steering committee, should offer a “printer-friendly” feature.
- Site should be usable and visually dynamic—a resource that offers a quick and user-friendly way to locate information and one that a person is inclined to visit regularly.
- **Allow for interactivity**
 - The website should be able to accommodate each of the functional elements specified in Section IV.E: Functional Requirements.
- **Design and files should accommodate multiple internet speeds**
 - Design should allow pages to load quickly.
- **Allow for search capabilities**
 - Either through existing search engines or a database within the home site, the website should have an intra-website search function.
- **Track page hits**
 - Number of hits should only be displayed on web statistic page
- **Content management**
 - From their own workstations, City/Program staff should be able to perform the Content Management functions detailed in Section IV.D: Technical Requirements.
 - Instructions for performing any content management operation should be given in “Owners Manual,” further described in Section IV.D: Technical Requirements.
- **Form Printing**
 - To accommodate printing of any static forms or documents that may be included, website must have links or embedded plug-ins such as Java or Adobe for opening and viewing these documents.

D. Technical Requirements

- Preference will be given to CSS compliant design and minimization of tables and frames.
- Search engine optimization should be taken into serious consideration within the design, however pricing for ongoing optimization should be included as a separate portion of the proposal, rather than within the initial design and launch.
- A content management system that allows program staff to easily update content will be necessary for at least some parts of the site. Special features of this content management system should include:
 - Ability to update every page and function of the site (if certain pages are unable to be updated, please list what pages those may include.)
 - Ability to add and delete a page from the site, as well as inclusion or deletion of that page from the site navigation
 - Ability to link to outside websites

- Ability to upload photos, pdf files, Microsoft Office files, and video, as well as the ability to link such materials from other sites (i.e. feature You-Tube videos on the site).
- Ability to add and update metadata for each page
- “Owners Manual” describing how to use any component of the content management system and how to avoid non-compliance with ADA Priority 1.
- It has not yet been determined whether the completed website will be hosted and/or maintained by City of Knoxville server/staff. If applicant firm is interested in hosting the website on a private server and/or maintaining the website for at least two years, please delineate the added optional cost for each service separately from the cost for designing and launching the site.

E. Functional Requirements

Site design should integrate and/or accommodate the following special functions:

- Calendar of Events – ability for public users to upload new events; incorporation of a calendar search feature for events; ability for City of Knoxville or Knoxville Solar America Cities staff to approve or disapprove publicly uploaded events; ability to feed to an upcoming events listing on the home page.
- News – ability for City of Knoxville or Knoxville Solar America Cities staff to upload news stories, images and links to a News section of the site; ability to feed to short news blurbs on the home page, with a link to the full news story on the News page.
- Calculator Feature—ability to accommodate an interactive calculator/cost-calculation tool. This feature will be developed separately, but will need to be integrated into the site, possibly after launch. It will most likely be based on Microsoft Excel or a similar program.
- Business Listings – ability for City of Knoxville or Knoxville Solar America Cities staff to upload and change business listings; incorporation of an e-mail form for submission of new or changed businesses from the public
- Search feature – ability to search the site using keywords

F. Proposed Website Content and Features

- Solar America Cities Program
 - Overview/History of Program
 - Calendar of Events
 - Solar News
 - Staff-written news/press releases that can be uploaded to the site
 - Links to off-site news stories or news stories embedded in site.
- Solar Technology “101”
 - Technical information about solar energy technologies—“how they work”
- How to “Go Solar”
 - Information to help residents/businesses navigate the installation process.
 - Installer Information to help people find qualified installers of solar technologies
 - Directory feature to list local installers and contact information; program staff will need ability to upload and change listings
- Financial Incentives and Opportunities
 - Available tax credits/grants

- TVA Generation Partners Program
- Solar Calculator Feature to help residents and businesses estimate pay-back time; this feature will be developed by either staff or third-party
- Information for Installers
 - Information about local industry, solar market, training opportunities, and networking/community information
- Energy Efficiency
 - Overview of why energy efficiency is important, ideas of how to make home/business more efficient.
- Student Page
 - Accessible, simplified information about solar power technologies; ideas for science projects
 - Links to solar curriculum for teachers
 - Ability to link with real-time data from existing solar arrays

It is expected that within the website, content from various pages will be linked where practical. Content should also be able to link to and from outside websites.

G. Project Time Frame

A preliminary time frame for the completion and implementation of the Knoxville Solar America Cities Website has been projected for project planning purposes. Design and content should be completed within 90 days from hire, and the website should be ready to launch 120 days after hire (1 month for review/testing/publicity). Please submit proposed timeline for project development, testing, and implementation within this timeframe.

H. Committee Process

The City of Knoxville will be joined on the website Steering Committee by representatives from the following organizations: the TVA, KUB, Southern Alliance for Clean Energy, and ORNL. The consultant will be expected to work closely with the Steering Committee throughout the project and the consultant will be required to understand and work within the parameters established by these entities. The consultant may also be asked to give presentations to representatives of the Knoxville Solar America Cities Project Team.

I. Summary of Major Deliverables

- “Design of Knoxville Solar America Cities Website” described in Section IV.A: Key Objective/Purpose;
- “Owner’s Manual,” described in Sections IV.B: Project Implementation and IV.D: Technical Requirements;
- “Launch of Knoxville Solar America Cities Website” described in Section IV.B: Project Implementation.

V. GENERAL CONDITIONS

5.1 The following data is intended to form the basis for submission of proposals to develop a Knoxville Solar America Cities Website for the City of Knoxville.

5.2 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.

5.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville. To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential until the evaluation is complete, and a contract is awarded. No information about any submission shall be released to anyone until the process is complete, except to the members of the Evaluation Committee, who shall evaluate the qualifications, 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 contractor.

5.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and in the hands of Janice McClelland, Assistant Purchasing Agent for the City of Knoxville, by the close of the business day on September 17, 2009.** Questions can be submitted by letter, fax (865-215-2277), or email to jmcclelland@cityofknoxville.org. 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/Qualifications)*, the Purchasing Division will post them to the City's website at www.cityofknoxville.org/purchasing, not later than three (3) days prior to the date fixed for the opening of the bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

5.5 The City of Knoxville reserves the right to (a) accept or reject any and/or all proposals; (b) to waive irregularities and technicalities; (c) accept any alternative proposals presented which in its opinion, would best serve the interests of the City of Knoxville; (d) give full and proper evaluation of the firm or team presenting the proposal. 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. Also, the City 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 shall not be limited to: current financial statements by an independent CPA; verification of availability of equipment and personnel; and past performance records.

5.6 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to their submission. The submitting entity will be required to execute and submit this affidavit prior to execution of the Contract by the City.

5.7 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm, Knoxville City Council approval may be required before the final contract is executed.

5.8 All expenses for preparing proposals shall be borne by submitting entity.

5.9 . Any submission 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 90 days to the City of Knoxville for the services set forth in the RFP until one or more of the submissions have been duly accepted by the City.**

VI. CONTRACT REQUIREMENTS

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

6.1 The contract shall consist of: (1) the RFP; (2) the qualifications 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 qualifications, the contract will prevail.

6.2 The contract will be administered by the City of Knoxville Department of Policy & Communications.

6.3 Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 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 of Knoxville.

6.5 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 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 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, loss or damages alleged to have arisen from an act or omission of the Contractor in breach of this Agreement while rendering services pursuant to this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill.

Contractor shall save, indemnify and hold City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against City alleging liability referenced above, including, but not limited to, costs, fee, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon timely notice and demand for same by City. In the event Contractor refuses to defend City, Contractor shall pay all costs, attorney fees, and expenses incurred by the City.

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.

6.7 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: (a) 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 the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

6.8 The contractor must be a licensed to conduct business in the state of Tennessee and the contractor must maintain license during the period of the contract and shall submit evidence of compliance.

6.9 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. Such insurance shall be at a minimum the following:

A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance or equivalent form with a limit of not less than one 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 two times the occurrence limit. 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.

(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 shall be excess of Contractor's insurance and shall not contribute with it.

- B. 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. Such insurance shall include a waiver of subrogation in favor of the City.

Additional insurance may be required. The City, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

6.10 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, Section 2-1048 entitled "Conflict of interest" which states, "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;" Section 2-1049 of the Code entitled "Receipt of benefits from city contracts by council members, employees and officers of the city," which states "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;" Section 2-1050 entitled "Gratuities and kickbacks

prohibited,” which states that “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 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;” and Section 2-1051 entitled “Covenant relating to contingent fees,” which states that “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.”

6.11 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.

6.12 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 by completing and submitting Forms I or II from the EBOP section located in the rear of this RFP.

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

6.14 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. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the Purchasing Division a copy of its valid business license **or** with an affidavit explaining why it is exempt from 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.

VII. INSTRUCTIONS TO SUBMITTING ENTITIES

Proposals shall comply with the following instructions. These instructions are intended to ensure that (1) submissions contain the information and documents required by the City of Knoxville in this RFP; and (2) the submissions have a degree of uniformity in the presentation of material, which will facilitate evaluation by the Evaluation Committee.

7.1 **General.** Submission forms and RFP documentation may be obtained on or after August 26, 2009, at no charge from:

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

between 8:00 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.cityofknoxville.org/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 **An original and five (5) copies of the proposal shall be submitted.** Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Proposals shall bear an original signature, being signed 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 AM (Eastern Time) September 23, 2009. 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

Each sealed envelope containing a proposal must be plainly marked on the outside "Proposals for Knoxville Solar America Cities Website Project."

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 proposals delivered to the City of Knoxville Purchasing Division office for receipt on or before that date.

Proposals that arrive late due to the fault of U. S. Postal Service, United Postal 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.** Proposals must be typed on 8.5 x 11-inch wide white paper. Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page.

Proposals shall be structured as follows:

- Table of Contents

- Required Forms (located in Forms section following this RFP)
 - Submission Form (S-1)
 - Non Collusion Affidavit
 - EBOP Form I or II, to indicate Title VI compliance
- Proof of business license with expiration date.
- Body of Proposal: (refer to paragraph 7.4 below)

7.4 Body of Proposal.

The proposal body shall be no more than 30 pages in length and shall adhere to the following outline:

1. Executive Summary

2. Methodology

- Describe your methodological approach to the following:
- Developing website design, graphics, content, and navigation that meets aesthetic, technical, and functional requirements and preferences;
- Working with multi-organization Steering Committee;

Describe the following:

- Proposed contents and organization of content management “Owner’s Manual” described in Section IV.C: Technical Requirements
- Proposed strategy for launching the website at date/time specified by Steering Committee;
- Estimated schedule for project completion (including time frame for deliverables after Notice to Proceed).

3. Cost

Cost of total project shall be specified by:

- Cost to design and launch website
- Cost of third-party software to maintain the site
- Cost to host website (optional)
- Grand total cost to the City

4. Qualifications. Describe your organization’s qualifications by providing the following:

- Names, contact information, and résumés of the top management team of your organization
- Names, contact information, and résumés of the persons who will actually be doing the work if your firm is selected.
- Names of any subconsultants (including key personnel and résumés) and their scope of services;
- Proposed responsibilities of each project team member;
- Any other information necessary to explain your qualifications.

5. Demonstrated Competence. Describe similar projects, with regard to scope and size, which your organization and any subconsultants have completed successfully in the past. Specifically, address the following:

- Provide description of website design projects successfully completed by your firm within the last three years and links to those websites. Of particular interest would be any projects completed relating to programs similar to the Knoxville Solar America Cities Program, related to energy/environmental programs, and those maintained by a client-driven content management system;
- Submit a minimum of three references with names and contact information.

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 submission to be ineligible for evaluation.

Firms responding to this RFP 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. After proposals are opened, any selected entity notified by the City should be prepared to meet with the Evaluation Committee at the time and date determined by the City. Firms may then be interviewed by the Evaluation Committee. The interview provides the opportunity to address questions and more fully describe how the approach to this project satisfies the evaluation criteria. Organizational representatives at the interview should include individuals who will be *key* points of contact and have major responsibility for contract negotiation, engineering and design, construction management and follow-up monitoring. Interviews may be tape-recorded.

Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this RFP as explained previously. Determination of firms' qualifications shall be based on their written responses to this RFP and information presented to the Evaluation Committee during interviews, if any.

Each proposal will be judged according to the evaluation criteria below. Maximum score is 100 points.

In addition to materials provided in the written responses to this RFP, the Committee may request additional material or information as needed. Additionally, reference checks will be conducted with the top ranked firm prior to making a final selection recommendation.

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 RFP, will be selected to begin contractual 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 most responsive firm or team.

VIII. EVALUATION CRITERIA

The criteria listed below will be used to evaluate submissions. The scoring weight is listed for each criterion. These criteria will be applied and interpreted solely at the discretion of the City of Knoxville. Proposals should include all necessary information pertinent to these evaluation criteria. Additional information required for proper assessment of proposals may be requested at the discretion of the City. Evaluation criteria and points are as follows:

- Methodology (30 points).**
- Cost (20 points).**
- Qualifications (20 points).**
- Demonstrated Competence (30 points).**

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS**

(Knoxville Solar America Cities Website Project)

Submission Form (S-1)

Proposals To Be Received by 11:00 AM, Eastern Time, on September 23, 2009 in Room 667-674, City/County Building, Knoxville, Tennessee.

IMPORTANT: An Original and 5 copies are to be submitted.

Please complete the following:

Legal Name of Submitting Entity: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Signature: _____

Name 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 _____, 2____.

Title

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 \$_____.

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

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: _____
Contractor's Signature Title

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

Notary Public: _____

My Commission Expires: _____