



CITY OF KNOXVILLE

REQUEST FOR QUALIFICATIONS

Lead Consultant Professional Services for KNOXVILLE SOUTH WATERFRONT PUBLIC IMPROVEMENTS Fieldwork, Schematic Design, & Permitting

**Qualifications to be Received by 11:00 AM, Eastern Standard Time
Friday, March 2, 2007**

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

Prepared by City of Knoxville Mayor's Office
Dave Hill, Sr. Director – South Waterfront Development
(865) 215-3764

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Fieldwork, Schematic Design, & Permitting

I. Statement of Intent

This Request for Qualifications and consultant selection process will be conducted to engage a lead firm that will coordinate and subcontract an array of professional services needed to carry nine public projects through the Fieldwork, Schematic Design, and Permitting stages.

Public Improvements Priority Projects List

The projects to be included for fieldwork, schematic design, and permitting are listed below. Final contract provisions are contingent on securing owner consent to enter private property to perform some of the required professional services.

- Cityview Riverwalk
- Blount Avenue Streetscape Improvements at Cityview
- Knoxville Shoals Promenade Riverwalk
- Goose Creek Landing
- Gay Street Amphitheater
- River Plain Park & Riverwalk (North of Langford Avenue)
- Lincoln Street Landing
- Council Place Parking Garage
- Henley Gateway
- Cherokee Trail Underpass / Goose Creek Crossing
- Island Home Avenue Realignment
- Right-Of-Way Surveys: Langford Avenue, Phillips Avenue, Portions of Blount Avenue and Augusta Avenue

Anticipated Professional Sub-Consultant Services Needed

The selected lead consultant will hire, coordinate, and manage sub-consultants for several tasks. Sub-contracted professional services anticipated to be needed for the previously listed projects include, but are not limited to:

- Topographic & hydrographic surveying
- Property appraisal services
- Geotechnical engineering
- Environmental engineering
- Marine engineering
- Civil engineering
- Archaeological analyses
- Landscape architectural design
- Lighting design
- Cost estimation
- Architectural design (parking structure) – possible

Anticipated Contract Deliverables

The selected lead consultant will be responsible for the provision of several deliverables, anticipated to include, but not be limited to, the following:

- Program design
- Topographic surveys
- Geotechnical reports
- Phase 1 environmental reports
- Archeological reports
- Ecological analyses
- Schematic designs for each project
- Estimates & schedules for each project
- Preparation of schematic designs for new streetscape & riverscape details
- Establish & conduct public review forums
- Complete permit applications for city submittal
- Implementation reports

II. RFQ / Selection Process Time Line

Availability of RFQ...Friday, February 16, 2007
 Pre-Submittal Meeting Thursday, February 22, 2007
 Deadline: Submission of Questions to Purchasing Agent...Friday, February 23, 2007
Qualifications Due Date..... Friday, March 2, 2007

Consultant Selection Process

Selection of Firms for Interviews Wednesday, March 14, 2007
 Interviews.....Monday, March 26, 2007
 Consultant Selection RecommendationsMonday, April 2, 2007
 Scope of Work & Contract NegotiationsApril 3 – April 18, 2007
 City Council Contract Approval Request Tuesday, April 24, 2007
 Contract Start Date (Notice to Proceed)Friday, April 27, 2007

This timetable is for the information of submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change.

In no event shall the deadline for submission of the qualifications and proposals be changed except by written modification from the City of Knoxville Purchasing Division. All submissions shall be provided to the City of Knoxville’s Purchasing Division no later than Friday, March 2, 2007 at 11:00 a.m. (EST). Late submissions will NOT be considered.

III. Background

The Knoxville South Waterfront process started with the Vision Plan and Action Plan, a broad-based planning and conceptual design strategy. The 20-year goal is to improve and spur redevelopment of the South Waterfront in a coordinated and financially responsible manner. An extensive citizen participation program was used to develop consensus for the community vision, and other implementation steps have been taken, including adoption of a Redevelopment Plan and pending adoption of a new Form Based Development Code for the area.

The City of Knoxville is now shifting from a planning focus to that of project design and implementation for the first five-year phase. The South Waterfront Action Plan identifies a number of priority public improvement projects that should be engaged in the short-term to facilitate private redevelopment. This new focus is more technically-oriented, and will require more involvement on the part of review and permitting agencies. Citizen participation will also change – although access to public information regarding project progress will be maintained, there will be less emphasis on planning and policy issues.

Several documents related to the Knoxville South Waterfront are available for review on the City of Knoxville website at www.cityofknoxville.org/southwaterfront.

IV. General Conditions

- 4.1 The following data is intended to form the basis for submission of qualifications to provide Lead Consultant Professional Services for South Waterfront Public Improvements Fieldwork, Schematic Design, & Permitting 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 qualifications; and submission forms that must be included in the qualification. The RFQ should be read in its entirety before preparing the qualification.
- 4.3 All materials submitted pursuant to this RFQ shall become the property of the City of Knoxville.

All submissions must be received by March 2, 2007 at 11:00 a.m., (EST) in the Purchasing Division and will be considered public information and made available for inspection on request after March 5, 2007. Selection Committee meetings will not be open to the public, and any scoring tabulations will be kept confidential until the contract is executed.
- 4.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFQ shall be made **in writing and in the hands of the City of Knoxville Purchasing Agent by the close of the business day on Friday, February 23, 2007**. Questions may be submitted by letter, fax (865-215-2277), or email to bhevans@cityofknoxville.org. The City of Knoxville shall not be responsible for oral interpretations given by any City of Knoxville 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 Qualifications, the City of Knoxville Purchasing Division will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the RFQ; however, **it shall be the responsibility of each submitting entity, prior to submitting qualifications, to contact the City of Knoxville Purchasing Division at 865-215-2070 to determine if addenda were issued and to make such addenda a part of the submission of qualifications/proposals. Any addenda will also be posted on the City's website at www.cityofknoxville.org/purchasing .**

- 4.5 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of qualifications; (b) to waive irregularities and technicalities; (c) accept any alternative submission of qualifications presented which in its opinion, would best serve the interests of the City of Knoxville; and/or (d) give full and proper evaluation of the firm presenting the qualifications. The City shall be the sole judge of the qualifications, 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.
- 4.6 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this request for qualifications. The respondent will be required to execute and submit this affidavit prior to execution of any Contract with the City.
- 4.7 Subsequent to the Selection Committee's review and the Mayor's recommendation of a firm, Knoxville City Council approval will be required before the final contract may be executed.
- 4.8 All expenses for making submission of qualifications shall be borne by submitting entity.
- 4.9 Any submission of qualifications 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 Request for Qualifications until one or more of the submissions have been duly accepted by the City of Knoxville.**

V. Qualifications

The City of Knoxville is seeking submittals from responsible firms or teams to provide qualifications that specifically address, at minimum, the evaluation criteria listed in Section VIII. In addition, a brief summary or outline identifying critical elements or processes needed to ensure successful project completion should be provided.

VI. Contract Requirements

A submitting entity, 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 between the parties shall consist of the executed Agreement, the Request for Qualifications issued by the City, including any addenda thereto, and the Contractor's response to the Request for Qualifications. To the extent there is a conflict between the terms of any of the documents that constitute the agreement between the parties, the actual signed contract will prevail.
- 6.2 The contract will be administered by the City of Knoxville South Waterfront Development Department.
- 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
 - A. Contractor, its agents and employees shall defend, indemnify and hold harmless the City of Knoxville, its agents and employees from any and all liability to Contractor, and agents and employee or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of the City of Knoxville, its agents or employees.
 - B. Contractor, its agents and employees shall defend, indemnify and hold the City of Knoxville harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Knoxville alleging liability referenced paragraph A, including, but not limited to, cost fees, attorneys' fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Knoxville; and to assume and take over the defense of the City of Knoxville in any such claim, demand, suit or cause of action upon timely notice and demand for same by the City of Knoxville, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.
 - C. Contractor, its agents and employees shall defend, indemnify and hold the City of Knoxville harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against the City of Knoxville alleging liability referenced in paragraph A, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.

- 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 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. The contractor must maintain required license(s) 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 furnish the City of Knoxville with properly executed certificates of insurance that shall clearly evidence all insurance required by the City. Such insurance shall be at a minimum the following: commercial general liability (occurrence basis) with limits of one million dollars; automobile liability for any auto with limits of one million dollars; workers compensation with statutory limits and employers liability with limits of one hundred thousand dollars. Additional insurance may be required on the basis of the scope of the negotiated contract. 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 canceled, 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 qualifications/proposals of their efforts to do so.
- 6.13 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.14 Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Office 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.

VII. Instructions to Submitting Entities

All submissions of qualifications 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 RFQ; 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 RFQ documentation may be obtained on or after February 16, 2007 at no charge from:

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

between 8:30 a.m. and 4:00 p.m. (Eastern Standard Time), Monday through Friday or by calling 865-215-2070. Forms and RFQ information are also available on the City web site at www.cityofknoxville.org where it can be read or printed using Adobe Acrobat Reader software.

7.2 Qualifications Submissions

* One original and one CD-ROM in PDF format, and twenty (20) copies of the qualifications shall be submitted. Qualifications shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Qualifications shall bear an original signature, being signed above the typed or printed name and title of the signer. All qualifications must be signed by an officer of the company authorized to bind the firm to a contract.

* Qualifications will be received until 11:00 a.m. (EST) on Friday, March 2, 2007. Each Qualification must be submitted in a sealed envelope addressed to:

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

Each sealed envelope containing a Qualifications submittal must be plainly marked on the outside: "Submission of Qualifications to Provide Lead Consultant Professional Services for South Waterfront Public Improvements Fieldwork, Schematic Design, & Permitting, to be opened at 11:00 a.m. (EST), Friday, March 2, 2007."

Any Qualifications 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

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

If a Qualifications submittal is sent by U.S. mail, the submitting entity shall be responsible for its timely delivery to the City of Knoxville Purchasing Division. Qualifications delayed by mail shall not be considered and arrangements shall be made for their return at the submitting entity's request and expense.

7.3 Format

- Qualifications must be typed on 8.5 x 11 inch wide white paper and bound; **submissions may not exceed 40 pages, including required submission forms.** Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page.

Qualifications shall be structured as follows:

1. Submission Form (S-1)
2. Table of Contents
3. Qualifications: Information which submitting entity wishes to include
4. Form I or Form II (Statement of Intent) found in attached Title VI Equal Business Opportunity Program for City of Knoxville.*

*All respondents must read this program and submit either Form I or Form II with their proposal.

NOTE: The Submission Form (S-1) and the Non-Collusion Affidavit are found on pages 15 and 16 of this RFQ.

7.4 Evaluation of Qualifications

All qualified submissions received by the deadline will be analyzed by a Selection Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFQ may cause any Qualifications to be ineligible for evaluation.

Firms and/or teams interested in responding to this Request for Qualifications are invited to attend a **Pre-Submittal meeting on Thursday, February 22, 2007, at 1:30 p.m. (EST) in the Small Assembly Room of the City-County Building, 400 Main Street, Knoxville, Tennessee.** The purpose of the Pre-Submittal meeting is to introduce potential respondents to the project, and to allow questions from attendees. Attendance at the meeting will have no effect on the Qualifications evaluation process. A summary of the meeting will be available upon request if interested firms or teams are not able to attend the pre-proposal meeting.

Firms responding to this Request for Qualifications shall be available for interviews with the Selection Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFQ requirements. After Qualifications have been opened, any selected entity notified by the City should be prepared to meet with the Selection Committee for an

interview. Selection for interviews shall be based on the firms' written submissions provided by the March 2, 2007 deadline. Final determination of firms' qualifications shall be based on their written responses to this Request for Qualifications and information presented to the Selection Committee, if selected for an interview.

Each submittal of Qualifications will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

1. Demonstrated ability to maintain consistency with an adopted plan in carrying out specific project design tasks;
2. Demonstrated ability to deliver high quality design products;
3. Demonstrated ability to manage multiple multi-disciplinary projects in an efficient and coordinated manner;
4. Demonstrated ability to conduct review and permitting waterfront-related projects with the TVA and the USACOE;
5. Qualifications of the Principal-In-Charge, and the extent of the Principal's total involvement in the contract, and Qualifications of the On-Site Coordinator, a required contract position if the selected firm is not located inside Knox County;
6. Size of firm and expertise available to act as Prime Consultant; and
7. Brief summary or outline identifying critical elements or processes needed to ensure successful project completion.

In addition to materials provided in the written responses to this Request for Qualifications, the Selection 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 determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Qualifications, 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 best and most responsive firm.

VIII. Evaluation Criteria

The Selection Committee will judge each respondent based on six criteria, with a maximum award of 100 points. The criteria weights are shown below.

- 1. Demonstrated ability to maintain consistency with an adopted plan in carrying out specific project design tasks (15 points);**
- 2. Demonstrated ability to deliver high quality design products (15 points);**
- 3. Demonstrated ability to manage multiple multi-disciplinary projects in an efficient and coordinated manner (15 points);**
- 4. Demonstrated ability to conduct review and permitting waterfront-related projects with the TVA and the USACOE (15 points);**
- 5. Qualifications of the Principal-In-Charge, and the extent of the Principal's total involvement in the contract, and Qualifications of the On-Site Coordinator, a required contract position if the selected firm is not located inside Knox County (15 points); and**
- 6. Size of firm and expertise available to act as Prime Consultant (15 points).**
- 7. Brief summary or outline identifying critical elements or processes needed to ensure successful project completion (10 points).**

NOTE: The lead firm selected for this contract, and any sub-contractors hired by the lead firm, may not have any financial interest or financial relationship involving private properties or businesses located within the boundaries of the Knoxville South Waterfront Redevelopment and Urban Renewal District. These boundaries may be found on the City of Knoxville website at: www.cityofknoxville.org/southwaterfront.

Submission Forms

City Of Knoxville
REQUEST FOR QUALIFICATIONS
Lead Consultant Professional Services
for
KNOXVILLE SOUTH WATERFRONT PUBLIC IMPROVEMENTS
Fieldwork, Schematic Design, & Permitting

Submission Form (S-1)

Qualifications To Be Received by 11:00 a.m., Eastern Standard Time, Friday, March 2, 2007, in Room 667, City/County Building, Knoxville, Tennessee.

IMPORTANT: A Paper Original, CD-ROM (PDF format), and twenty (20) copies are to be submitted.

Please complete the following:

Legal Name of Respondent: _____

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 OF PRIME QUALIFIER

State of _____

County of _____

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

- (1) He/She is owner, partner, officer, representative, or agent of _____, the Qualifier that has submitted the attached Qualification;
- (2) He/She is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;
- (3) Such Qualification is genuine and is not a collusive or sham Qualification;
- (4) Neither the said Qualification 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 Qualifier, firm or person to submit a collusive or sham Qualification in connection with the Contract for which the attached Qualification has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Qualifier, firm, or person to fix the price or prices in the attached Qualification or of any other Qualifier, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Qualification are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

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

RESPONSIBILITIES

The Purchasing Division will notify certified minority, women, and small businesses of the opportunities available to them and provide them a list of potential projects, to include goods and services and professional contracts upon request. The Purchasing Division will also provide the **bidders/proposers** with a list of MOB and WOB firms that can provide sub-bids and/or quotes for the scope of services/work.

A list of MOB's and WOB's providing various products and services in the Great Knoxville Area is attached for your use. This list is not comprehensive so feel free to see other MOB's and WOB's that you may know about.

SECTION IV

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. 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. A 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 Marianas.

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 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 _____ 19__

Notary Public: _____

My Commission Expires: _____