

CITY OF KNOXVILLE  
REQUEST FOR QUALIFICATIONS & PROPOSALS  
SOUTH WATERFRONT IMPLEMENTATION PLAN  
PHASE I

THE CITY OF KNOXVILLE IS ACCEPTING QUALIFICATIONS AND PROPOSALS FOR THE ABOVE NAMED PROJECT.

A PRE-PROPOSAL CONFERENCE WILL BE HELD AT 9:00 A.M. ON WEDNESDAY, JUNE 15, 2005 IN THE SMALL ASSEMBLY ROOM OF THE CITY/COUNTY BUILDING, 400 MAIN STREET, KNOXVILLE, TENNESSEE 37902.

PROPOSALS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING AGENT, 400 MAIN STREET, ROOM 667, KNOXVILLE, TENNESSEE 37902 UNTIL 2:00 P.M. ON FRIDAY, JULY 15, 2005 AT WHICH TIME THE PROPOSALS WILL BE OPENED AND THE NAMES READ ALOUD.

COMPLETE SPECIFICATIONS MAY BE REVIEWED ON THE CITY OF KNOXVILLE WEB SITE AT [WWW.CITYOFKNOXVILLE.ORG](http://WWW.CITYOFKNOXVILLE.ORG) OR BY CONTACTING THE PURCHASING OFFICE AT (865) 215-2070 OR FAX (865) 215-2277.



## **CITY OF KNOXVILLE**

### **REQUEST FOR QUALIFICATIONS & PROPOSALS**

### **SOUTH WATERFRONT IMPLEMENTATION PLAN PHASE I**

**Qualifications/Proposals to be Received by 2:00 PM, Eastern Standard Time  
Friday, July 15, 2005**

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

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Prepared by City of Knoxville Mayor's Office  
Dave Hill, Chief Operating Officer  
(865) 215-3764

**City Of Knoxville**  
**Request For Qualifications & Proposals**  
**South Waterfront Implementation Plan**  
**Phase I**

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**City of Knoxville**  
**Request For Qualifications & Proposals For Land Use Planning, Environmental Analysis,**  
**Economic Development, Design And Engineering Services Related To Redevelopment**  
**Of The**  
**Knoxville South Waterfront Implementation Plan, Phase I**

**I. Statement of Intent**

The City of Knoxville invites interested firms to submit qualifications and a proposal for providing the combination of services needed to complete Phase I of the Knoxville South Waterfront Implementation Plan by September 1, 2006. The primary intent of the Phase I project is to set a framework for future investment and development in the South Waterfront area that is clear, predictable, consistent with public expectations of development quality, and eliminates the need for information or data that could delay or impede investment and development decisions. The extent to which all of the project sub-tasks will be pursued will depend on the funding available at the time the contract is negotiated and executed. The project sub-tasks for Phase I include:

- 1. Development of a South Knoxville Waterfront Vision and Action Plan, including:**
  - a. Public Involvement & Communications Program
  - b. Land Use & Zoning Plans
  - c. Urban Design Guidelines / Form-Based Zoning
  - d. Economic Forecast & Market Plan
  - e. Internal Transportation Plan
  - f. Identification of Water Use Areas & Strategies
- 2. Preparation of Plan and Documentation Required to Create a South Waterfront Redevelopment District and Tax Increment Financing (TIF) District**
- 3. Conduct Archeological Surveys for Strategic Areas**
- 4. Conduct Environmental Analyses/Audits for Strategic Areas**
- 5. Sevier-Blount “Main Street” – Traffic Design & Engineering**
  - a. Traffic Analysis
  - b. Preliminary Design & Engineering
  - c. Cost Estimation
- 6. Assessment of Public Utility Services**
- 7. Planning and Design of South Waterfront Park & Paths**

Respondents are advised that proposals and project schedules should contain adequate resources and reservation of time for meetings to review draft deliverables with a mayoral-appointed Oversight Committee, public meetings, and formal presentations of key products considered to be milestone points in the project.

**II. RFQ/RFP Time Line**

Availability of RFQ/RFP ..... Friday, June 3, 2005  
 Pre-Submittal Meeting ..... Wednesday, June 15, 2005  
**Qualifications/Proposals Due Date ..... Friday, July 15, 2005**

**Consultant Selection Process**

- Selection of Firms for Interviews .....Friday, July 29, 2005
- Interviews..... Wednesday & Thursday, August 17 & 18, 2005
- Consultant Selection Recommendations ..... Friday, September 2, 2005
- City Council Contract Approval Request ..... Tuesday, September 16, 2005
- Contract Start Date (1<sup>st</sup> Notice to Proceed) ..... Friday, September 26, 2005

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 Department.**

**III. Background**

The "*Knoxville South Waterfront Redevelopment Feasibility Study*", prepared by Fregonese Calthorpe Associates in April 2005, describes in detail the preferred approach, and emphasizes an aggressive implementation-oriented strategy. A copy of the study can be viewed on the city’s website at [www.cityofknoxville.org](http://www.cityofknoxville.org).

**IV. General Conditions**

- 4.1 The following data is intended to form the basis for submission of qualifications and proposals to provide Land Use Planning, Environmental Analysis, Economic Development, Design And Engineering services 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 proposal. The RFQ/RFP should be read in its entirety before preparing the proposal.
- 4.3 All materials submitted pursuant to this RFQ/RFP shall become the property of the City of Knoxville.

The consultant selection will be conducted publicly and openly. All submissions received by the July 15, 2005 deadline will be made available for public inspection no later than July 19, 2005. Evaluation Committee meetings held to select firms or teams for interviews will be open to the public, although any scoring tabulations will be kept confidential until the contract is awarded. Respondents are also advised that the interviews to be conducted on August 17-18, 2005 will be open to the public, as will any subsequent Evaluation Committee meetings held to make the final selection recommendations. Again, any Evaluation Committee scoring tabulations will be kept confidential until after the contract is awarded.

- 4.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFQ/RFP shall be made **in writing to the City of Knoxville Purchasing Agent** by Monday, June 13, 2005. 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/Proposals, the City of Knoxville Purchasing Department will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the RFQ/RFP; however, **it shall be the responsibility of each submitting entity, prior to submitting qualifications/proposals, to contact the City of Knoxville Purchasing Department at (865) 215-2070 to determine if addenda were issued and to make such addenda a part of the submission of qualifications/proposals.**
- 4.5 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of qualifications/proposals; (b) to waive irregularities and technicalities; (c) accept any alternative submission of qualifications/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 qualifications/proposals. The City shall be the sole judge of the qualifications/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.
- 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 qualifications/proposal. The respondent will be required to execute and submit this affidavit prior to execution of the Contract by the Owner.
- 4.7 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), 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/proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to the City of Knoxville for the services set forth in the Request for Qualifications/Proposals until one or more of the submissions have been duly accepted by the City of Knoxville.**

## V. Scope of Service

The City of Knoxville is seeking submittals from responsible firms or teams to provide a

proposal containing a scope of services that will complete the tasks envisioned by September 1, 2006. Each of the tasks outlined in the Statement of Intent should be addressed separately to allow itemized budgets and sequential Notices to Proceed.

## **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 between the parties shall consist of the executed Agreement, the Request for Proposals issued by the City, including any addenda thereto, and the Contractor's response to the Request for Qualifications/Proposals. To the extent there is a conflict between the terms of any of the documents that constitute the agreement between the parties, the terms that provide the greater benefit to the City and/or impose the greater obligation on the Contractor shall control.
- 6.2 The contract will be administered by the City of Knoxville Department Mayor's Office.
- 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 contractor shall agree to defend, indemnify and hold harmless the City from and against losses and claims, demands, payment, suits, recoveries, and judgments against it, by reason of an act or omission of the contractor, his agents or employees in the execution of this contract.
- 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 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 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/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 RFQ/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 RFQ/RFP documentation may be obtained on or after June 3, 2005 at no charge from:

City of Knoxville Purchasing Department  
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 RFP information are also available on the City web site at [www.ci.knoxville.tn.us](http://www.ci.knoxville.tn.us) where it can be read or printed using Adobe Acrobat Reader software.

## 7.2 Qualifications/Proposals Submissions

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

\* Qualifications/Proposals will be received until 2:00 PM Eastern Standard Time on Friday, July 15, 2005. Each Qualifications/Proposal must be submitted in a sealed envelope addressed to: .....

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

Each sealed envelope containing a Qualifications/Proposal must be plainly marked on the outside: **“Submission of Qualifications/Proposals to provide Knoxville South Waterfront Planning, Design, and Engineering Services, to be opened 2:00 PM Eastern Standard Time, Friday, July 15, 2005.”**

Any Qualifications/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 Qualifications/Proposals delivered to the City of Knoxville Purchasing Department office for receipt on or before that date.

If a Qualifications/Proposal is sent by U.S. mail, the submitting entity shall be responsible for its timely delivery to the City of Knoxville Purchasing Department office. Qualifications/Proposals 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/Proposals must be typed on 8.5 x 11 inch wide white paper and bound; **submissions may not exceed 100 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/Proposals shall be structured as follows:
  1. Submission Form (S-1)
  2. Table of Contents
  3. Body of Proposal: 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 II with their proposal.

**NOTE:** The Submission Form and the Non-Collusion Affidavit are found on pages 13 and 14 of this RFQ/RFP.

#### **7.4 Evaluation of Qualifications/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 RFQ/RFP may cause any Qualifications/Proposal to be ineligible for evaluation.

Firms and/or teams interested in responding to this Request for Qualifications/Proposals are invited to attend a **Pre-Submittal meeting on Wednesday, June 15, 2005, at 9:00 AM, 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/Proposals 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 and/or teams responding to this Request for Qualifications/Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFQ/RFP requirements. After Qualifications/Proposals have been opened, any selected entity notified by the City should be prepared to meet with the Evaluation Committee for an interview. Selection for interviews shall be based on the firms' written submissions provided by the July 15, 2005 deadline. Final determination of firms' qualifications and proposals shall be based on their written responses to this Request for Qualifications/Proposals and information presented to the Evaluation Committee, if selected for an interview.

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

- Lead Firm (40 points)
- Team Composition / Subcontractors (30 points)
- Preliminary Proposal and Schedule (30 points)

In addition to materials provided in the written responses to this Request for Qualifications/Proposals, the Committee may request additional material, information or

references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Qualifications/Proposals, 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 or team.

## **VIII. Evaluation Criteria**

- **Lead Firm (40 points)**

Identify the lead firm who will assume responsibility for overall project management and any of the tasks outlined in the Statement of Intent. Provide the name and qualifications of the principal in charge, project manager(s) who will be assigned to the project if selected, and key members of the firm assigned to the project team. Include their position with the company, location of their office, role on the project, related experience, and any other relevant information.

Provide a list of projects for which the firm provided professional services similar to those being sought by the City of Knoxville. Include name of client, type of service provided, and a reference person and telephone number, date of project completion, data on whether project was completed on time.

- **Team Composition / Subcontractors (30 points)**

If the respondent proposed to form a team of consulting firms, identify the subtasks to be assigned to each firm and the nature of any previous working relationships between the parties. For each firm and subtask, provide the name and qualifications of the principal in charge, project manager(s) who will be assigned to the project subtask if selected, and key members of the firm assigned to the project team. Include their position with the company, location of their office, role on the project, related experience, and any other relevant information.

If a consultant team is not formed, the Lead Firm will be evaluated on a basis of 60 points. Up to 15 points will be awarded for team composition that includes local professional firms qualified to work on project subtasks.

- **Proposal and Schedule (30 points)**

Describe how your firm or team would perform the services requested. Include a proposed schedule of tasks to be performed and show when these tasks would be performed and completed relative to the overall project schedule. Include a discussion of what information, deliverables, reviews, or decisions your firm would need from public agencies to complete tasks successfully and on time. Also include any suggested coordination procedures or concerns your firm has that could improve or affect the project outcomes.

**Submission Forms**

**CITY OF KNOXVILLE**  
**REQUEST FOR QUALIFICATIONS/PROPOSALS**

For Land Use Planning, Environmental Analysis, Economic Development, Design And  
Engineering Services Related To Redevelopment

Of The

**Knoxville South Waterfront Implementation Plan, Phase I**

**Submission Form**

**Qualifications/Proposals To Be Received by 2:00 PM, Eastern Standard Time, Friday, July  
15, 2005, in Room 667-674, City/County Building, Knoxville, Tennessee.**

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

**Please complete the following:**

**Legal Name of Proposer/Qualifier:** \_\_\_\_\_

**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's goal for minority and women participation is 10 percent of the contract amount.

The Contractor will consider all competitive sub-bids and quotations received from M/WBE firms. When a subcontract is not awarded to the M/WBE firm submitting the lowest bid, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing. If the Contractor terminates an agreement and/or subcontract with an M/WBE, the Contractor will be required to adhere to these provisions of a "Good Faith Effort" in the selection of the replacement for that M/WBE firm.

### GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
  - a. Advertising
  - b. Written notices to all certified M/W businesses who have the capability to perform the work of the contract or provide the service.
  - c. Solicitation of interest must be within sufficient time to allow M/W business enterprises to respond to the solicitation.
  - d. Faxes, direct mailings, and telephone requests
2. Providing interested M/W businesses 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 M/W Businesses.
  - a. It is the **bidder's/proposer's** responsibility to make opportunities available to M/W business subcontractors and suppliers and to select opportunities consistent

with the available M/W business subcontractors and suppliers.  
Evidence of such negotiations includes the names, addresses, and telephone numbers of M/W businesses considered.

- (1) A description of the specifications for the work selection for subcontracting
- (2) Evidence why additional agreements could not be reached for M/W businesses 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 as allowed on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

## SECTION II

### M/WBE SUBMITTAL TIME FRAME

The Contractor will submit the following forms with his (her) **bid/proposal**:

**1. "Statement of Intent for Minority/WBE Utilization" (Form I Attached)**

This form will illustrate the areas in which the Contractor has identified a potential MBE and WBE subcontract opportunity and the dollar value in which the Contractor proposes to attain in MBE and WBE utilization.

The purpose of this document is to measure the Contractor's "**Good Faith Efforts.**" It is not the intent of this document to commit the Contractor to subcontracting these areas only to MBE and WBE firms or releasing the Contractor from negotiating with MBE/ WBE firms for subcontract opportunities in other areas.

or

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

This form is to be submitted if the **bidder/proposer** does not intend to subcontract any portions of the work and if there are not any sufficient material purchases on which MBE/ WBE 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 is certifying 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:
  - (a) Notify the City immediately of the decision to subcontract.

(b) Adhere to the provision of "**Good Faith Efforts**" in filling that subcontract opportunity.

**The EBO Program Director may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness.**

Upon the receipt of the Letter of Intent to Award/Letter of Award, the apparent low **bidder/proposer** will be requested to attend a preconstruction conference at which time he/she will be required to submit the following M/WBE Documentation:

- (1) Minority/ Women Utilization Commitment (Form III Attached).
- (2) A Letter of Intent to Perform as a Subcontractor and/or Provide Supplies or Services (Form IV Attached) for each M/WBE firm or copy of the subcontract agreements).
- (3) Documentation Showing Solicitation of bids and material quotes from MBE/WBE's, and the Certificate of M/WBE Unavailability (Form V Attached), or if no response was received from an M/WBE.
- (4) Documentation Showing the Reasons a Subcontract or significant material purchase was not awarded to an M/WBE.
- (5) M/WBE Utilization Commitment (Form III Attached)
- (6) A Letter of Intent to Perform as a Subcontractor and/or provide Supplies or Services (Form IV Attached) for each M/WBE subcontractor/supplier.

The M/WBE documents will be received by the Purchasing Department or procurement officer. At the time of the final request for payment upon completion of the project, the Contractor shall submit a Statement of Final Payments to M/WBE Subcontractors and Suppliers (Form VI Attached). Final payment will not be released until Form VI is submitted.

## **SECTION III**

### **RESPONSIBILITIES**

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

#### Prime Contractors

The primes will solicit quotations from certified M/WBE firms and provide the same information requested and time frames to M/WBEs as they would non-M/W/SBE firms.

#### MBE/WBE Firms

The M/WBE will also be responsible for completing the letter of intent (Form IV Attached) in a timely manner and returning it to the Prime Contractor.

## SECTION IV

### DEFINITIONS

Affirmative Action: Specific steps to eliminate discrimination and efforts to ensure nondiscriminating results and practices in the future and to fully involve minority business enterprises, women's and small business enterprises in contracts and programs.

Bidder/Participant: Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

Contract: A mutual legally binding relationship or any modification thereof obligating the **seller** to furnish equipment or services, including construction and leases, that obligates the buyer to pay for said equipment or services.

Contractor: Partnership, corporation, association or joint venture which has been awarded a public contract or lease to furnish materials, equipment, or provide services at a specified price including every subcontract on such a contractual agreement with guaranteed warranties and insurance.

Discrimination: To distinguish, differentiate, or separate solely on the basis of age, race, religion, color, sex, national origin, disability or veteran's status.

Equipment: Includes materials, supplies, commodities, apparatus.

Joint Venture: An association of two or more businesses to carry out a single business enterprise for profit, for which purpose the combine their property, capital, efforts, skills and knowledge.

Lessee: A business that leases or is negotiating to lease property from the City/Contractor or equipment or services to the City/Contractor, or to the public on City property.

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 Phillipines, Samoa, Guam, the U.S. Trust Territories of the Pacific and Northern Marinas.

Minority Business Enterprise (MBE), Women Business Enterprise (WBE): A business which is at least fifty-one percent (51%) owned and controlled by minority group members or European American female(s). An MBE/WBE is bonafide only if the minority group or European American Female ownership interests are real and continuing and not created solely to meet the MBE/WBE requirement. In addition, the MBE/WBE must himself/herself perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must also be bonafide. Certification of minority and women businesses is provided by City Certification Committee.

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 fifty-one percent (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 fifty-one percent (51%) of the voting interests and fifty-one percent (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.

Small Business: Small Business as determined by SBA criteria.

Significant Material Suppliers: An aggregation of material, equipment or supplies provided by a single person or business for utilization in a City construction project, the total value of which is ten percent (10%) or more of the value of the contract or \$2,000 whichever is less.

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

Sub-Recipient: Any subcontractor or sub-lessee.

City: Any reference herein refers to the City of Knoxville, Tennessee.

Sub-bids: Any quote for labor and/or material to a Contractor.

# FORM I

## STATEMENT OF INTENT OF M/WBE UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, \_\_\_\_\_, do certify that on the  
(Bidder)

\_\_\_\_\_  
(Project Name)

(\_\_\_\_\_)  
(Dollar Amount of Bid)

MBE/WBE's will be employed as construction subcontractors, vendors, suppliers, or professional services.

Submitted by \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

# FORM I A

**STATEMENT OF INTENT OF  
M/WBE UTILIZATION  
(TO BE SUBMITTED THREE (3) DAYS AFTER AWARD OF THE BID OR PROPOSAL)**

## MBE/WBE Utilization

Description of Work	MBE Amount	WBE Amount	Name

TOTAL

The undersigned understands that they are committed to negotiate with additional M/WBE for other materials and services not listed in the above schedule.

Submitted by \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

# FORM II

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

We, \_\_\_\_\_, hereby certify that it is our  
intent to perform 100 % of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract  
(Name of Project)

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

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

AND

2. That if it should become 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 M/WBE Firms to subcontract the work.

The undersigned hereby certifies that he or she has read the terms of this statement and is authorized to bind the bidder as herein set forth.

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

## M/WBE UTILIZATION COMMITMENT

We, \_\_\_\_\_, do certify that on the  
**(Bidder/Proposer)**

\_\_\_\_\_  
(Project Name)

\_\_\_\_\_  
(Dollar Amount of Bid)

Name of Firm	MBE	WBE		Contact Person	Type of Work To Be Performed	Dollar Value

TOTAL

The contractor has also furnished Letter of Intent (Form IV Attached).

The undersigned has or will enter into a formal agreement with the Minority/Women BE's for work listed in this schedule.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the contractor to the commitment herein set forth.

Signature and title of authorized official of the company and the date must be properly executed on this document.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

# FORM IV

Project Name: \_\_\_\_\_

## LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE SUPPLIES OR SERVICES

TO: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
(Prime Contractor)

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

The undersigned intends to provide supplies or services in connection with the above **bid/proposal** request as a Minority/Women Enterprise.

Check:       African American       Hispanic America       Asian American  
               Native America             European American Female

The undersigned is prepared to perform the following described work in connection with the above project. (Specify in detail particular work items or parts thereof to be performed):

\_\_\_\_\_  
\_\_\_\_\_

at the following price: \$ \_\_\_\_\_.

You have projected the following delivery date for such supplies and services, and the undersigned is projecting completion of such work as follows:

Items

\_\_\_\_\_  
\_\_\_\_\_

The undersigned has or will enter into a formal agreement with you for the above supplies or services conditioned upon your execution of a contract with the City of Knoxville.

Date: \_\_\_\_\_, 19 \_\_\_\_ \_\_\_\_\_  
(Name Minority/ Women Enterprise)

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

# FORM V

## CERTIFICATE OF M/WBE UNAVAILABILITY

NAME: \_\_\_\_\_ Project Name: \_\_\_\_\_  
(Prime Contractor)

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Name and Address of Minority/ WomenBE Contractor	Type of Work (Electric, Paving, etc.) And Contract Items or Supplies to be Performed	Reason for Unavailability

The undersigned certifies that the above Minority/ Women Business Enterprise(s) was (were) contacted in "Good Faith" and that said M/WBE(s) were unable to submit a bid.

Date: \_\_\_\_\_, 19\_\_\_\_ Submitted by: \_\_\_\_\_  
(Signature of Authorized Representative)

Title: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

# FORM VI

## STATEMENT OF PAYMENTS TO M/WBE SUBCONTRACTORS & SUPPLIERS (TO BE SUBMITTED WITH FINAL PAYMENT REQUEST)

Project: \_\_\_\_\_ Contract#: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Cert. #	MBE	WBE		Name of Firm / Address & Phone#	Total Amount	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: \_\_\_\_\_