

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Downtown Knoxville Wayfinding Signage Project

**Proposals to be Received by 11:00 AM, Eastern Time
August 15, 2008**

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

Prepared by: Policy & Communications Department
City of Knoxville

Tel: 865-215-2680
Fax: 865-215-3035
Email: mweil@cityofknoxville.org

I. STATEMENT OF INTENT FOR OVERALL PROJECT

The City of Knoxville is requesting proposals from responsible firms or teams to complete a two-phase wayfinding signage project for downtown Knoxville.

Despite an investment in directional signage and pedestrian-oriented kiosks made in 2002-2003, the current directional signage in downtown is inadequate. Due to the lack of a comprehensive and consistent signage design family, as well as a maintenance and management program, existing signage is confusing, out-of-date, and poorly maintained.

The purpose of the wayfinding signage project will be to create a well-designed and consistent signage system with enhanced pedestrian-scale signage, maps, trailblazer signs, KAT trolley signs, and signs directing automobiles to and from parking garages and major traffic arteries.

The contractor will work with a steering committee with representation from the City of Knoxville, the Metropolitan Planning Commission, the Knoxville Tourism & Sports Board, the Central Business Improvement District, the East Tennessee Community Design Center and Knoxville Area Transit. The contractor will also help the project team build public consensus around design decisions and signage content and locations.

The overall wayfinding signage project will involve two major phases plus implementation. Phase I will include an existing conditions assessment, development of a signage design family, determination of sign content, locations, estimated costs, and development of an “owner’s manual” for the signage system which will include a long-term management and maintenance plan. This phase will require a coordinated effort by the contractor and project team to gather public input and build consensus among downtown stakeholders. Phase II will involve the production of sign specification and engineering documents necessary for the fabrication and installation of signage. The third phase, fabrication and installation, is not included in this RFP.

II. TIME LINE

Availability of RFP	June 16, 2008
Deadline to submit questions (in writing) to Purchasing Agent.....	August 7, 2008
Proposals Due Date	August 15, 2008
Selection Process.....	Aug 15–Sept 5, 2008
Recommendation of Consultants	Sept 5, 2008
Recommendation to City Council for Approval	Sept 29, 2008
Contract Start Date.....	October 1, 2008

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.**

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

Downtown Knoxville is the cultural and entertainment hub of the region, and is increasingly a destination for visitors seeking out unique retail and dining opportunities. Downtown has several well delineated districts, each with a unique character and set of attractions. The City recognizes that wayfinding signage is often the first interaction between a visitor and Knoxville's downtown. It can play a major role in creating the impression of downtown Knoxville as a vibrant and diverse place, well-managed, and easily navigated. On the other hand, when signage is crooked, covered with graffiti, out-of-date, or simply insufficient, visitors can be left with a negative impression.

In 2007, the City of Knoxville commissioned the East Tennessee Community Design Center to prepare a report identifying issues pertaining to wayfinding in downtown Knoxville, (see www.cityofknoxville.org/policy/ped_wayfare_report.pdf). This report proposed a set of recommendations for making improvements, including passive strategies (such as streetscape design and features) as well as active strategies like signage and maps. Proposers are encouraged to read this report. It contains a solid overall description of both the challenges and opportunities to be addressed through this project, as well as a "first cut" analysis of a visitor's likely approach to downtown, potential embarkation points, destinations, and major/minor pedestrian routes. Though the report is a valuable starting point for this next phase of the project, its recommendations should not be considered definitive.

In January of 2008, the City of Knoxville developed a pictorial inventory of existing directional signage in downtown Knoxville, which is mapped online at <http://www.cityofknoxville.org/wayfinding/googley.html>. The inventory is color-coded according to the following key:

- a. Red = Parking Signs
- b. Green = Existing Kiosks
- c. Yellow = Directional Sign
- d. Pink/Purple = Parking and Directional
- e. Blue Bus = Transit Sign

Proposers are encouraged to consult the inventory, as it provides a visual "baseline" for this project and a means to determine the scale and scope of the project area.

IV. SCOPE OF SERVICES

a) Project Boundaries

The project area includes all of Downtown Knoxville, including World's Fair Park, Hall of Fame Drive and Volunteer Landing. In general, the project area runs from the Norfolk Southern railroad tracks in the north to the Tennessee River in the south, and from the Civic Coliseum and Hall of Fame Drive in the east to 11th Street in the west. The size of the project area is approximately 0.7 square miles or 425 acres.

b) Key Objectives

The wayfinding signage system should include directional signage and pedestrian-scale maps. Emphasis should be placed on design, legibility, consistency, sustainability, ease of maintenance, and adaptability. Graphic wayfinding elements should serve all modes of transportation to, from and around the study area. These modes include, but are not limited to, private autos, commercial vehicles, bus and trolley transit, pedestrians (including those with disabilities) and bicycles. The proposed audience for the wayfinding signage project should include not only local, regional and national/international visitors to Knoxville, but also area residents, workers, and students.

c) Project Phases

The Downtown Knoxville Wayfinding Signage Project consists of two phases:

- Phase I will include development of signage design, content and locations. The completion of each of these components will involve significant participation from downtown stakeholders and public consensus building.
 - Design: Consultant will develop a unified design scheme and signage hierarchy for pedestrian and auto-oriented wayfinding signage in the project area. The goal is to establish a design that enhances the visual environment of downtown Knoxville and will stand the test of time. Note: there are a number of different sign types within the project area, including a pedestrian-oriented signage system developed in 2002. In addition to lacking design consistency, existing signage in downtown Knoxville is in varying states of repair and disrepair. The consultant should analyze existing signage to determine whether there are elements (either design or engineering) that could be reused or integrated into a new comprehensive signage system.
 - Content: The consultant will develop the list of destinations to be identified in the wayfinding signage. Destinations may include things like downtown districts, entertainment venues, historical sites, government buildings, pedestrian-oriented alleys. Knoxville's off-premise sign ordinance prohibits signage from advertising particular retail establishments.
 - Locations: Determining the locations of wayfinding signage will include identification of the project area's gateways, embarkation points, and transportation corridors. Signage should be positioned strategically to guide visitors from place to place in the downtown area. Signage locations should also take into account visibility, sidewalk width, ADA considerations and other similar concerns.
- Phase II will include developing the final "Signage Schedule," final engineering and contract documents with detailed sign specifications for each designated location,

including the text of the sign as well as mapping, final design for fabrication and installation documents, and estimated cost of Phase III implementation. The “Signage Schedule” should be considered the project’s *primary deliverable* in that it will present all of the materials necessary for the City to move directly to signage fabrication and installation (Phase III).

d) Project Time Frame

A preliminary time frame for the completion and implementation of the Downtown Knoxville Wayfinding Signage Project has been projected for planning purposes. Phase I (Planning and Design Study) should begin by October 1, 2008 and be completed by June 30, 2009. Phase II (Schematic Design) should be completed September 30, 2009. The City should have all of the information and documentation needed to go to bid for Phase III, fabrication and installation, by September 30, 2009.

e) Committee Process

The City of Knoxville will be joined on the steering committee by representatives from the following organizations: the Knoxville Tourism & Sports Corporation, the Central Business Improvement District, the Metropolitan Planning Commission, Knoxville Area Transit, the East Tennessee Community Design Center, and possibly others. The consultant will be expected to work closely with the steering committee throughout Phase I of the project. The consultant will also be expected to play the lead role in seeking input and building consensus among key downtown stakeholders, including designing and facilitating three public workshops. The logistics of the workshops (including location, materials and invitations) will be planned and implemented by the City. All other presentations and approvals, i.e. Downtown Knoxville Design Review Board, City Council and the Tennessee Department of Transportation, will be the responsibility of the City, however, the consultant will be required to understand and work within parameters established by these entities.

f) Signage for the Present and Future

It is essential that the wayfinding signage system that results from the process described above is sustainable, easily maintained and adaptable to a changing downtown landscape. To that end, the consultant will assist with the development of a Knoxville-specific management and maintenance “Owner’s Manual” that outlines criteria, policies, procedures and administrative rules for adding new signs (destination and design criteria), removing signs, and maintaining them properly over time. The Owner’s Manual should be considered the project’s *secondary deliverable*. It is the City’s intent that the Owner’s Manual will maximize the viability of the signage system over time, assuring that it remains a relevant and positive feature of Knoxville’s downtown for many years.

Furthermore, “decluttering” downtown of utilitarian and regulatory signage (parking signs, loading/unloading, street signs) has been identified as an objective for a future project. Though this project scope does not directly address utilitarian signage, the consultant will be expected to keep in mind the city’s objective of achieving consistency, where feasible, between wayfinding and utilitarian signage.

g) Summary of Major Deliverables

- “Signage Schedule,” described in IV. c) *Project Phases*;

- “Owner’s Manual,” described in *IV. f) Signage for the Present and Future*.

V. GENERAL CONDITIONS

The following data is intended to form the basis for submission of proposals to develop a Downtown Wayfinding and Signage Project for the City of Knoxville. 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.

5.1 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.

5.2 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 the City of Knoxville Purchasing Agent by the close of the business day on August 7, 2008**. Questions can 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 RFP; however, **it shall be the responsibility of each submitting entity, prior to submitting proposals, 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 proposals. Any addenda will also be posted on the City’s website at www.cityofknoxville.org/purchasing.**

5.3 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.

5.4 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.

5.5 Failure of the successful respondent to deliver to the City a properly signed and witnessed contract agreement with all required bonds and insurance policies within 14 calendar days after receipt of written notice of award, or within such extended period as the Purchasing Agent may grant, shall constitute a default, to the City, which may either award the contract to the next lowest respondent, or re-advertise for RFP's.

5.6 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.

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

5.8. 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 entity must be willing to sign an indemnification clause in a City contract that consists of the following language:

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 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 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: 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 insured's 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 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 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 June 16, 2008, 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 **Proposals.** Proposals will include an executive summary, your firm's methodology for wayfinding and signage projects, your proposed price/cost for the project, proof of your qualifications, and demonstrated competence with regard to wayfinding and signage projects of similar size and complexity.

1. Executive Summary

- 2. Methodology.** Describe your methodological approach to the following:
- Developing preferred signage design, typology, content and locations;
 - Working with multi-organization steering committees;
 - Gathering public input and building public consensus.

Describe the following:

- Proposed contents and organization of the “Signage Schedule” described in Section IV Scope of Services (c) *Project Phases*;
- Proposed contents and organization of the signage management and maintenance “Owner’s Manual” described in *Section IV Scope of Services (f) Future Implementation*.
- Estimated schedule for project completion (including time frame for deliverables after Notice to Proceed).

- 3. Cost.** Cost of total project specified by
- Cost of phase I
 - Cost of phase II
 - Grand total cost to the City

- 4. Qualifications.** Describe your organization’s qualifications with regard to conducting similar projects by providing the following:
- Names, contact information, and resumes of the top management team of your organization and (more importantly) the resumes of the persons who will actually be doing the work here in Knoxville 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 and illustrations of wayfinding signage projects successfully completed within the last three years, including signage typologies. Of particular interest would be any projects completed within downtowns approximately the size of Knoxville’s;
 - Describe how your firm has addressed building consensus among engaged stakeholders with strong and differing opinions;
 - Submit a minimum of three references with names and contact information.

7.3 An original and 10 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) August 15, 2008. 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 Downtown Knoxville Wayfinding and Signage Project to be opened at 11:00 AM (Eastern Time), on August 15, 2008”.

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.

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

7.4 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
 - A. Submission Form (S-1)
 - B. Non Collusion Affidavit
 - C. Drug Free Workplace Affidavit
 - Proof of business license with expiration date.
 - EBOP Form I or II
- Body of Proposal: (refer to paragraph 7.2 above)

NOTE: The total page count for the proposal shall be no more than 30 pages. Failure to adhere to this limit will be viewed unfavorably by the selection committee.

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 oral 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, taking into consideration the evaluation factors set forth in this RFP will be selected to prepare proposals for the entire scope of work described in section IV of this RFP. The firms or teams 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.

XIII. EVALUATION CRITERIA

The criteria listed below will be used to evaluate written 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:

1. **Methodology (30 points).** Points will be awarded based on the strength of the methodological approach to the following:

- Developing preferred signage design, typology, content and locations;
- Working with multi-organization steering committees;
- Gathering public input and building public consensus;
- Contents and organization of the "Signage Schedule" described in Section IV Scope of Services (c) *Project Phases*;
- Contents and organization of the signage management and maintenance "Owner's Manual" described in *Section IV Scope of Services (f) Future Implementation*.

- Estimated schedule for project completion (including time frame for deliverables after Notice to Proceed).

2. Cost. (20 points). Points will be awarded based on the competitiveness of costs.

- Cost of phase I
- Cost of phase II
- Grand total cost to the City

3. Qualifications (20 points). Points will be awarded based on the qualifications of key personnel, as demonstrated by:

- Names, contact information, and resumes of the top management team of your organization and (more importantly) the resumes of the persons who will actually be doing the work here in Knoxville 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.

6. Demonstrated Competence (30 points). Points will be awarded based on experience with similar projects which your organization and any subconsultants have completed successfully in the past. Responses to the following will be considered:

- Provide description and illustrations of wayfinding signage projects successfully completed within the last three years, including signage typologies. Of particular interest would be any projects completed within downtowns approximately the size of Knoxville's;
- Describe how your firm has addressed building consensus among engaged stakeholders with strong and differing opinions;
- Submit a minimum of three references with names and contact information.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS**

(Knoxville Downtown Wayfinding Signage Project)

Submission Form (S-1)

**Proposals To Be Received by 11:00 AM, Eastern Standard Time, on August 15, 2008 in
Room 667-674, City/County Building, Knoxville, Tennessee**

IMPORTANT: An Original and ten (10) 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
"GOOD FAITH EFFORT PLAN"**

SECTION I

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

Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.

Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation. 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/ 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:

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

This form will be submitted by the bidder 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

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

This form will be submitted if the bidder 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 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:

He/she does not typically subcontract on projects of similar scope and dollar value.

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 to provide additional information to clarify the bidder'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 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. 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;

An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.

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)

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

(Project Name) _____)
(Dollar Amount of Bid) _____

MOB/WOBs will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$_____.

MOB/WOB Utilization

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

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

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE:

ADDRESS:

CITY/STATE/ZIP CODE: _____

TELEPHONE NO:

FORM II

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

We, _____, hereby certify that it is our
(proposer)_____ intent to perform 100 % of the work required for the
_____ contract.
(Name of Project)

In making this certification, the Bidder states that:

1. 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. If it is necessary to subcontract some portion of the work at a later date, the bidder 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: