

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **ReCode Knoxville Outreach and Engagement** as specified herein. Proposals must be received by **2:00 p.m. on December 14, 2017**. Late proposals will neither be considered nor returned.

**Deliver Proposal To:**

**Proposal Number 2621  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Proposal Envelope must show the Proposal Number, Proposal Name & Proposal Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPB, Real Property Coordinator, at 865.215.5765. Questions may be faxed to 865.215.5778 or emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all or none basis. Additionally, Knox County reserves the right to make a multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

Lori Holmann, Business Outreach Coordinator  
Knox County Procurement  
Telephone: 865.215.5757  
Fax: 865.215.5778  
E-Mail: [lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

- 1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.8 **COPIES:** Knox County **requires** that all proposals submitted with one (1) **marked original** and five (5) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc.
- 1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be “free on board” to the County department.**
- 1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.
- 1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, “Knox Purchasing On-Line.” The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, proposals and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, “Knox Procurement On-Line,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.14 **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.15 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County purchasing card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions. Proposers that are not able to accept the credit card will not be considered for this term contract.

- 1.18 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than address listed in this solicitation.

**Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.**

- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **December 4, 2017 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal.

- 1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform and services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. All proposers must complete and submit with their proposal the Affidavit of Compliance with Tennessee Criminal History Records Check, attached to the RFP as Exhibit 3.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

- 2.22 **TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The Knoxville-Knox County Metropolitan Planning Commission (MPC) is soliciting proposals from qualified individuals, firms, and organizations for assistance in engaging under-represented sectors of the Knoxville community in the ReCode Knoxville project. ReCode Knoxville is the comprehensive updating of the City of Knoxville's zoning ordinance. This RFP may result in a professional services contract between MPC and the successful proposer.
- 3.2 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.3 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.4 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the MPC account be handled efficiently and professionally. MPC should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the MPC account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the MPC account to avoid any interruption of service.
- 3.5 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between MPC and the successful proposer(s). The Knox County Procurement Division will draft this Contract and no vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal.
- 3.6 **COST OF SUBMITTAL PREPARATION AND SELECTION PROCESS:** Each submittal, including preparation of all information required to be included in a proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, design, engineering and legal costs) of the proposer. In addition, the proposer shall be solely responsible for all costs (including design, engineering and legal costs) incurred by such proposer in connection with this selection process, including any costs incurred by the proposer in any subsequent negotiations entered into in connection with developing the proposal.

There shall be no claims whatsoever against the County/MPC, its staff, or its agents for reimbursement of the costs or expenses (including, but not limited to, design, engineering and legal costs) incurred during the preparation of the proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

**3.7 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

3.7.1	Capability & Experience	40 Points
3.7.2	Project Approach	30 Points
3.7.3	Pricing	20 Points
3.7.4	Project Schedule	10 Points

**3.8 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

**3.9 NEGOTIATIONS:** Knox County/MPC may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a service and cost standpoint. Knox County/MPC reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County/MPC and the selected proposer cannot negotiate a successful agreement, Knox County/MPC may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County/MPC arising from such negotiations.

**3.10 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County/MPC does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County/MPC.

**3.11 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County or MPC representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

**3.12 OPEN RECORDS ACT:** Knox County/MPC is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

**3.13 OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the successful proposer shall be the exclusive property of MPC, and all such materials shall be returned to MPC upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the MPC.

**3.14 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County/MPC reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County/MPC. All material submitted becomes the property of Knox County/MPC.

**3.15 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

**3.16 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County/MPC may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County/MPC for the particular services proposed.

- 3.17 RELEASE OF RECORDS:** To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to MPC for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate Knox County/MPC staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.
- 3.18 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **December 4, 2017 @ 4:30 p.m. local time.** Submit questions as noted in Section 1.1.

## **SECTION IV SPECIFICATIONS**

- 4.1 SCOPE OF WORK:** The Metropolitan Planning Commission (MPC) is soliciting proposals from qualified individuals, firms, and organizations for assistance in engaging under-represented sectors of the Knoxville community in the ReCode Knoxville project. ReCode Knoxville is the comprehensive updating of the City of Knoxville's zoning ordinance. The goal of MPC during this process is to ensure all community members are provided opportunity to understand the purpose and benefits of the update to the City of Knoxville's zoning ordinance, to offer meaningful input, and to have easy access to information throughout the process. Proposals submitted shall detail implementation of efforts to assist in accomplishing this goal.

The Objectives of the MPC in undertaking outreach and engagement efforts are:

- To engage community members in the City of Knoxville in the Recode Knoxville effort by providing opportunities for meaningful input;
- To reach under-represented populations within the City to ensure meaningful engagement in the Recode process;
- To inspire ownership and commitment to the process and of the ordinance; and
- To sustain community engagement through the adoption phase of Recode Knoxville.

Recode Knoxville's outreach and engagement strategy will encourage the public to become part of the process. This will happen through the exchange of information; listening to and learning from groups and individuals, and building understanding and trust about issues that relate to the zoning ordinance.

The zoning code of any city addresses detailed and technical issues that affect most citizens in indirect ways, and Knoxville's zoning code is no different. A challenge in engaging people in the updating of Knoxville's zoning code is making it accessible and relevant to all community members. The scope of work for which proposals are sought includes tasks that will make ReCode Knoxville relevant to those who are not already familiar with or engaged in the process and ensure that traditionally under-represented demographic groups (target populations) are included in the effort.

Tasks to be included in the project are:

- 4.1.1 Identification of Target Population(s).** A brief description of the target population that will be served by the proposed project shall be provided by respondents. The target population may be identified by the geographic area in which they reside, demographic characteristics, or other means that provide an accurate, verifiable description of the population proposed to be served by the project.
- 4.1.2 Interpretation/Translation of the Technical Report.** The initial product developed as part of the Recode Knoxville effort is the Technical Report, completed in September 2017. This report summarizes the current Knoxville zoning code and describes proposed approaches for updating the code. Respondents will present an approach/strategy for making a very technical report relevant to the target population in a manner that will inform them about the project and encourage them to become engaged in the project.
- 4.1.3 Development of Survey.** Respondents shall develop a survey designed to solicit the input of the target population on issues identified as relevant to this population. The survey shall achieve the goal of providing an opportunity for meaningful input. Survey questions shall be designed to provide MPC staff with direction for updating the City of Knoxville's zoning code, with particular attention to how those issues relevant to the target population should be addressed. The approach for development of the survey shall be described in the proposal. Additionally, the respondent shall state the method/approach proposed for distributing and administering the survey.



**4.1.4 Hosting of Community Meeting(s).** The proposal shall describe the respondent's approach to hosting one or more community meetings at which the target population will be engaged, informed, and afforded opportunity to provide meaningful input. The proposal shall identify preferred date(s)/time(s) for meeting(s), locations, methods for making the target population aware of the meeting(s), preferred format of the meeting(s), and the respondent's role in running meetings. An estimate of the number of persons who will attend the meetings shall be provided.

**4.1.5 Method for Dissemination of Relevant Information.** An approach for disseminating relevant information identified through the interpretation/translation of the Technical Report and upcoming zoning code drafts shall be described. The method for dissemination of relevant information can include print materials, social media, other means, or a combination of methods. The method for disseminating the information shall be tailored to ensure it achieves the goal of informing and engaging the target population.

**4.2 DELIVERABLES:** Deliverables for the project shall consist of three (3) bound copies of the plan and an electronic copy in Word format that will become the property of MPC. The project shall be completed no later than June 15, 2018. Proposals must include a detailed timeline for completion of each task and Proposer's plan for meeting the project completion date.

**4.3 MINIMUM QUALIFICATIONS:** Proposers must indicate in Section V, Proposal Format, that the following minimum qualifications are met:

- 4.3.1 Demonstrated evidence of the Proposer's knowledge of communication methods and techniques.
- 4.3.2 Demonstrated success in engaging members of the Knoxville community.
- 4.3.3 Confirmation that the Proposer has experience in community outreach and engagement.
- 4.3.4 Demonstrated familiarity with the City of Knoxville.

## SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and five (5) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also required.

### Part I PROPOSER INFORMATION

- Company Name, Address, and telephone/fax numbers
- Contact name(s) and telephone number(s)
- Contact e-mail address
- Proposers Vendor Number as assigned by Knox County
- Signed statement from person authorized to submit proposal (original signature in blue ink)
- Cover letter
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

### Part II CAPABILITY AND EXPERIENCE

- Proposers must provide a brief description of the agency, organization, firm, or individual submitting the proposal.
- Proposers must provide number of years providing services similar to those requested in the RFP.
- Proposers are to detail the capability and relevant experience of the personnel to perform the required scope of work described in Section IV. Identify staff who will be working on each task or element of the project and provide brief resumes for each.
- Proposers are to detail verifiable experience working on projects of comparable type, scale, and geography with samples or links to previous projects.
- Proposers are to demonstrate their familiarity with the City of Knoxville.
- Proposers must provide three (3) client references for comparable projects completed within the last eight (8) years. Include current contact name, telephone number, and current email address.

### Part III PROJECT APPROACH

Proposers must provide a description of the approach to be used by the agency, organization, firm, or individual in undertaking and completing the scope of work as outlined in Section IV of the RFP. The approach shall outline the tasks to be undertaken to complete the project, state how the tasks relate to the accomplishment of project outcomes, and identify the staff who will be responsible for each task.

### Part IV PRICE

Proposers must include all costs to be incurred by the firm/team that will be charged to the Metropolitan Planning Commission. Proposers shall identify the cost for each key task to be undertaken by the firm/team and shall identify the schedule for invoices.

### Part V PROJECT SCHEDULE

A schedule for the project, which shall include the start date and the completion date for each of the project tasks, shall be included in the Proposal. The project schedule may be included with the description of the project approach. The project must be completed no later than June 15, 2018. Proposals must include a plan for meeting the project completion date.

### Part VI EXCEPTIONS

Proposers are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFP in your response

**Failure to include any of the above information or any other information requested may result in the proposer being disqualified.**