

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
(Website Redesign Services)

Proposals to be Received by 11:00 a.m., Eastern Time, on August 13, 2013

Submit Proposals to:

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

Request for Proposals (Website Redesign Services)

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City of Knoxville
Request for Proposals
(Website Redesign Services)

I. Statement of Intent: The City of Knoxville is requesting proposals from professional firms or teams with qualifications, experience and knowledge to complete website redesign services, including the implementation of a content management system, for the primary website for the City of Knoxville.

The purpose of the website is to provide the City with an updated Internet presence that will be flexible and adaptable in its mission to attract Internet users as well as assist citizens in a variety of online uses – including but not limited to online payments for property taxes, fines, tickets, etc., citizen reporting tools, activity registrations, downloads for maps, permits, etc., and searches. It will be used to educate Knoxville residents and help citizens navigate City programs and services in a professional and user-friendly manner. It will also be used as a "calling card" for external companies interested in doing business with the City of Knoxville or those wishing to do business within Knoxville as well as a key reference for potential tourists and visitors.

The City of Knoxville website will be the City's focal and primary presence to provide comprehensive, consistent and accessible information related to City activities and programs.

The contractor will work with members of the Web Redesign Team, including the Webmaster, Purchasing, Information Systems and members of the Mayor's Office to develop a product that meets these goals. The contractor will also help to build consensus around content and design decisions and help guide the initial website launch in coordination with City of Knoxville employees.

After launching the website, the City of Knoxville will own all content and the website will become the domain of the City. The contractor will provide City staff with content management training and provide a written "Owner's Manual" with instructions for all features. After a trial period to be decided upon, the contractor will remove identified glitches and the City will be in charge of its content.

II. RFP Time Line

Availability of RFP July 15, 2013

Deadline for questions to be submitted (in writing) to the
Purchasing Agent August 6, 2013

Proposals Due Date August 13, 2013

Recommendation of Evaluation Committee August 27, 2013

Contract Start Date..... Mid-September, 2013

This timetable is tentative and subject to change. **However, 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: The City of Knoxville has served as the hub of the East Tennessee region since its founding in 1791. With a strong work ethic, a family-centered community, and an intense respect for the natural beauty that envelops the region, the Knoxville area recently ranked in the Top 10 for economic growth potential by Business Facilities Magazine.

Knoxville is the county seat of Knox County with a population of more than 180,000 residents, which makes it the third largest city in Tennessee. The City has recently enjoyed a revival in its downtown corridor with several redevelopment projects in the core. It is the home of the flagship campus of The University of Tennessee and is headquarters to several national and regional companies as well as the Tennessee Valley Authority.

The City of Knoxville website was designed in 2001 and has had intermittent updates since that time, but is dated compared to that of cities with similar populations. A significant redesign needs to be done on the front end so that it can be re-launched as an information destination for residents, visitors, businesses and potential newcomers.

IV. General Conditions: The following data is intended to form the basis for submission of proposals to provide Website Redesign Services for the City of Knoxville.

4.1 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.

4.2 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 Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council 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 City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.3 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Purchasing Agent by the close of the business day on August 6, 2013.** Questions can be submitted by letter, fax (865-215-2277), or email to bhevans@cityofknoxville.org. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.cityofknoxville.org/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such

addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.4 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) accept any alternative submission of proposals presented which in its opinion, would best serve the interests of the City. 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. The City also 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 is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.5 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal. The proposer is required to submit this affidavit prior to execution of the Contract.

4.6 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.

4.7 All expenses for making submission of proposals shall be borne by submitting entity.

4.8 Any submission of 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 RFP until one or more of the submissions have been duly accepted by the City.**

4.9 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.cityofknoxville.org/purchasing. **Proposals from un-registered proposers may be rejected.**

4.10 NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

V. Scope of Service: The City of Knoxville is requesting proposals from professional firms or teams with qualifications, experience and knowledge to complete website redesign services, including the implementation of a content management system, for the primary website for the City of Knoxville. The specific scope of services that is required to complete this endeavor includes, but is not limited to, the following:

5.1 *Key objectives/purpose:* The website should be a user-friendly, highly informative, interactive and visually pleasing site to educate and engage viewers on City activities, programs, information, policies and payment information for some City services. The website shall:

- o Provide target audiences online access to information with ease
- o Be a tool to communicate City policies and programs
- o Accommodate written information, forms and interactive features
- o Be adaptable for upgrades and modifications by City staff
- o Meet ADA Priority 1 requirements

5.1.A The website should be directed toward the following audiences

- o Knoxville residents
- o Knox County residents
- o Business representatives
- o Potential tourists and visitors
- o Civic groups and associations
- o Prospective residents and businesses

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

5.2. Project Implementation The website redesign should be implemented with the following expectations:

- o A City Website Redesign Committee will provide contractor with program logs and desired content for website, much of which will originate from the current City website at www.cityofknoxville.org
- o Contractor will regularly provide the committee with drafts for comments and approval
- o Content should be tailored for readability and aesthetics with the redesign committee
- o Contractor will ensure the final website complies with ADA Priority 1 requirements and includes a site map to meet those requirements
- o Contractor will provide the redesign committee with an "Owners Manual" that explains step-by-step how to use all component of the website, a content management system and how to use or modify any of the functional requirements, including:
 - If modifications can be made by city/program staff that would impact compliance with ADA requirements, the "Owners Manual" will summarize how City/program staff can avoid doing so.

- Soon after website launch, consultant will offer a one-time training to City staff on how to maintain and manage the site.
- More information about an “Owners Manual” and required content management system can be found in *Technical Requirements*.

5.2.A Contractor will register the website with a variety of search engines; use meta tags to make pages visible to automatic searches; provide appropriate links and upload to Internet search engines

5.2.B Contractor will facilitate the launch of the website on Jan. 6, 2014

5.2.C Contractor will be required to warrant their work for one year after launch of the redesigned website.

5.3. Design. Design of the website includes:

- o Development and implementation of the look, format and navigation of the website with concrete examples provided from the redesign committee
- o Development and implementation of navigational tools, interactive features, search capabilities and statistical tracking tools.

5.3.A. Design Guidelines follow:

- **Mobile Integration** - The redesign should address the City of Knoxville's mobile presence, i.e. mobile site, mobile app, and desktop website.
- **Content Sharing Features** - Redesign should include integration of crucial tools for social sharing and social media such as Facebook and Twitter that will enable visitors to share valuable content within their social networks as well as gather feedback.
- **SEO 2.0** – Contractor should ensure that development process includes SEO, search engine optimization, with a focus on keeping the site competitive in general searches for Knoxville, Knox County and other tags.
- **Community Features** – Contractor will explore the possibility of a Community feature that will allow for discussion forums to be determined.
- **Personalization** – Contractor should ensure visitors to the site can include it as a homepage with customization, allow visitors to save searches and other personalization and assorted technologies.
- **Canonicalization** – Contractor will ensure that if changes are made to pages that old links must be redirected to their new locations and ensure that migrating to any new technology platform will redirect search engines to the move.

- **Provide a user-friendly and ADA Priority 1 compliant site.**
 - Navigation and links should be logical and intuitive. Include graphic navigation tools offering shortcuts and leading forward, back, up, down, and back to the home page. Pages within the site should also be directly linked wherever relevant.
 - All pages of website should be compatible with all major web browsers, including non-graphical browsers.
 - Some pages, as determined by the website redesign committee, should offer a “printer- friendly” feature.
 - Site should be usable and visually dynamic—a resource that offers a quick and user-friendly way to locate information and one that a person is inclined to visit regularly.
- **Allow for interactivity.** The website should be able to accommodate each of the functional elements specified in *Functional Requirements*.
- **Design and files should accommodate multiple Internet speeds.** Design should allow pages to load quickly.
- **Allow for search capabilities.** Either through existing search engines, or a database within the home site, the website should have an intra-website search function.
- **Track page hits.** Number of hits should only be displayed on web statistic page
- **Form Printing.** To accommodate printing of any static forms or documents that may be included, website must have links or embedded plug-ins such as Java or Adobe for opening and viewing these documents.
- **Common theme.** Each section of the site should have a common look and theme with a City of Knoxville logo on every page as well as common header. Font and types and basic layout should be used throughout.
- **Expandable design.** The redesign should have the capacity to grow and support new content and site features.

5.4. Technical Requirements

- **Search engine optimization** – SEO should be taken into serious consideration within the design, however pricing for ongoing web site marketing should be included as a separate portion of the proposal, rather than within the initial design and launch.
- **Content management system** – A CMS that allows a select group of City staff to easily update content will be necessary for at least some parts of the site. Special features of this content management system should include:

- Ability to allow select users to update every page and function of the site without programming (if certain pages are unable to be updated, please list what pages those may include.)
- Ability to add and delete a page from the site, as well as inclusion or deletion of that page from the site navigation
- Ability to link to outside websites
- Ability to upload photos, PDF files, Microsoft Office files, and video and the ability to link such materials from other sites (i.e. feature You-Tube, Socialcam or other videos on the site).
- Ability to add and update metadata for each page
- Ability to add third-party interfaces to collect fees
- “Owners Manual” describing how to use any component of the content management system and how to avoid non-compliance with ADA Priority 1.

5.5. Functional Requirements. Site design should integrate and/or accommodate the following special functions:

- o Provide a fully operational website, complete with information, forms, maps, links and operational interactive components
- o Meet ADA Priority 1 requirements
- o Scalability - Able to grow with the needs and workload of City staff
- o Dynamic navigation – Selected staff should have the ability to add/edit/delete navigational elements as the need arises in order to accommodate growth
- o Major site functions - Posting of content, calendar updates and so forth should be controlled through a password protected administrator control panel
- o Include a calendar function and drop down content boxes
- o The backbone of the system should be a content management system that enables authorized City of Knoxville staff to add/edit/delete content.
- o Track page hits on the City of Knoxville website. Basic user tracking information should be collected with reporting contained within the administrator control panel.

5.6. Proposed Content and Features

- o Web Redesign Team will provide concrete examples of homepages and features of other city websites that committee has evaluated and considered for possible implementation. In addition:
- o Content will originate from current City of Knoxville website pages and press releases
- o Each City Department will have its own page to include key staff, department mission, ability to email staff, links to documents, and other features that may include interactive tools for departments such as Permits and Inspections, Purchasing, etc.
- o Links to and from outside websites that would include rankings or information pertinent to Knoxville and its citizenry
- o Accessible, simplified information for the public about Knoxville
- o Interactive tools for residents to pay taxes, traffic tickets, report issues, file complaints, 311 services, etc.

5.7 Project Time Frame. Design and content should be completed such that the redesigned website is ready to be launched no later than January 6, 2014. These dates are approximate. Please submit proposed timeline for project development, testing, and implementation within this timeframe.

5.8. Deliverables Summary

- o Design of City of Knoxville primary website as described in V-A. Scope of Services, key objectives and purposes and V- D. Design Guidelines
- o Owner's Manual described in V-B. Project Implementation
- o Launch of City of Knoxville primary website

VI. Contract Requirements: Submitting entities, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

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

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

6.3 The contract will include a testing and acceptance phase such that the City will not accept the product/services (redesigned website) until the City is satisfied that sufficient testing has occurred in a manner that ensures the City is willing to “accept” said product/services. This testing and acceptance phase will be negotiated with the successful proposer prior to execution of the subsequent contract.

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

6.5 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.

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

6.7 The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.8 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: 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 this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, may terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.9 When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
- (b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its

officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.
- D. **Other Insurance Requirements.** Contractor shall:
 - o Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901.
 - o Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
 - o Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - o Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
 - o Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
 - o Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are

covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

- o Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial solvency.
- o The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.
- o All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City.

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

6.10 Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11, Section 2-1048 entitled "Conflict of interest" which states, "It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by: (1) the employee or the employee's immediate family; (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment;" Section 2-1049 of the Code entitled "Receipt of benefits from city contracts by council members, employees and officers of the city," which states "It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void;" Section 2-1050 entitled "Gratuities and kickbacks prohibited," which states that "It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand,

accept or agree to accept from another person, anything of a pecuniary value for or because of: (1) An official action taken, or to be taken, or which could be taken; (2) A legal duty performed, or to be performed, or which could be performed; or (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee. Anything of nominal value shall be presumed not to constitute a gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order;" and Section 2-1051 entitled "Covenant relating to contingent fees," which states that "Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business."

6.11 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.12 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so. Regarding the Equal Business Opportunity Program contracting, the appropriate Form I or Form II **must** be submitted with the proposal. Successful proposers who include Form I with their proposals, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment may not be released by the City until Form III is submitted.

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 is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division 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 proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP; and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General: Submission forms and RFP documentation may be obtained on or after July 15, 2013, at no charge from:

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

between 8:30 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 Submission Information: Proposers shall include 6 hard copies (one original and 5 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed proposals; do not email your proposal.** Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). **IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.** The signature must be entered 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 a.m. (Eastern Time) on August 13, 2013. 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 or multiple copies of the proposal must be plainly marked on the outside "Submission of Proposal to provide Website Redesign Services."

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 proposal delivered to the City of Knoxville Purchasing Division on or before that date. Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format: The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the

document; instead, staple the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

- Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A) Form S-1
 - B) Non-Collusion Affidavit
 - C) Form I or II from Equal Business Opportunity Program
4. Body of Proposal: As described in section 7.4 of this RFP as well as any other information the submitting entity wishes to include.

NOTE: Submission Form S-1, the Non-Collusion Affidavit, and the Equal Opportunity Business Program (EBOP) packet are found in these solicitation documents.

7.4 Body of Proposal. All proposals shall comply with the following instructions in order to ensure that (1) submissions contain the information and documents required by this RFP; and (2) the submissions have a degree of uniformity to facilitate evaluation. Failure to include any of these items or to comply with these instructions may result in a proposals being rejected.

7.4.A. All proposals shall include, at a minimum, the following:

- Primary contact name, address, phone number, and email;
- Specific background information about the firm(s) and individual(s) who will work on various elements of any resultant contract including a list and description of key sub-consultants, if any;
- An organizational chart for the Project Team along with relevant experience and description of project involvement for each team member;

7.4.B. Describe your methodological approach for developing website design, graphics, content, and navigation that meets aesthetic, technical, and functional requirements and preferences

7.4.C. Describe the following:

- o Proposed contents and organization of content management “Owner’s Manual” described in *Section V Scope of Services (e) Technical Requirements*
- o Proposed strategy for launching the website at date/time specified by Redesign Committee;

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

7.4.D. Cost of total project specified by

- o Cost to design and launch website
- o Cost to host production and test website (optional)
- o Grand total cost to the City

7.4.E. Demonstration of experience on similar projects that includes a portfolio of no more than three examples of similar projects. Include an overview of the project, a brief description of how the projects are similar; list the project team (key personnel and sub-consultants), progress of the plan and implementation, the project budget, and references;

7.4.F. Any additional information deemed necessary to explain your expertise and capabilities relevant to this project should be placed in an appendix.

7.4.G. Cover Letter. A cover letter from a principal in the firm or organization submitting the proposal on behalf of their company or team. This letter shall agree to all terms and conditions in this RFQ.

7.4.H. References. A minimum of three (3) website urls and references, complete with address and telephone number, of the governmental or other entities for which the contractor has performed similar work.

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

Respondents 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. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. 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.

In addition to materials provided in the written responses to this RFP, 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, the firm or team determined to be the most responsive to the City, taking into consideration the evaluation factors set forth in this RFP, will

be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the “most responsive firm,” the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria: An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria, and their associated weights, upon which the evaluation of the proposals will be based includes, but is not limited to, the following:

- o **15 points** – Total cost to the City (includes redesign, CMS and hosting)
- o **20 points** – Project understanding/methodology to include your plan for accomplishing the project, timeline, etc.
- o **30 points** – Qualifications of proposed project team that will actually be doing the work on this project.
- o **35 points** – Sites and customer references. Be sure to provide examples of previous projects of similar scope, size, and complexity.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
(Website Redesign Services)**

Submission Form S-1

**Proposals To Be Received by 11:00 a.m., Eastern Time, August 13, 2013, in Room 667-674,
City/County Building, Knoxville, Tennessee.**

IMPORTANT: Proposers shall include 6 hard copies (one original and 5 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title 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 _____, 20__.

NOTARY PUBLIC

My Commission expires _____

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered

- (1) A description of the specifications for the work selection for subcontracting
 - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

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

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the **dollar value** associated with these opportunities. The purpose of "Form I" is to measure the Contractor's **"Good Faith Efforts."** It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

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

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of **"Good Faith Efforts"** in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

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

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

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

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

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

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/PROPOSAL)

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____

_____ contract.
(Name of Project)

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

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

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

**STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)
(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE
LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)**

Project:

Contract#: _____

Contractor's

Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

Contractor's Signature &
Title _____

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

Notary Public: _____

My Commission Expires: _____



ADDENDUM NO. 1

DATE: JULY 26, 2013
TO: ALL POTENTIAL PROPOSERS
FROM: BOYCE H. EVANS, PURCHASING DEPARTMENT
SUBJECT: RFP: WEBSITE REDESIGN SERVICES
BIDS TO BE OPENED: AUGUST 13, 2013 11:00 A.M., (EASTERN STANDARD TIME)

This addendum is published to respond to questions received from interested proposers regarding the Request for Proposals for Website Redesign Services. This addendum is now a part of the contract documents and modifies the original RFP as follows:

QUESTIONS:

1. Is there a preferred ecommerce vendor or are you open to recommendations?

Response: We are open to recommendations. We currently utilize several vendors. However, our merchant account is with Bank of America.

2. Are you open to Contractors outside of TN?

Response: Yes. However, proposers should note the clause in the "Statement of Intent" of the RFP which says "The contractor will work with members of the Web Redesign Team, including the Webmaster, Purchasing, Information Systems and members of the Mayor's Office to develop a product that meets these goals." That means the winning proposer will need to meet face-to-face with the Redesign Team and other City staff from time to time.

3. Can you provide examples of non-graphical browsers? (second bullet on p.8 of RFP)

Response: An example of a non-graphical browser is Lynx; however, non-graphical browsers can also include browsers that are non-visual or browsers that are visual but do not use a graphical user interface (GUI). These browsers are used by those with disabilities who often have special screen readers to access the web.

4. Are there any requirements on the hosting environment?

Response: Yes, this is an optional requirement found on page 18, section 7.4.D.

5. Do you prefer Linux or .Net applications?

Response: No preference. However, we are most familiar with .Net.

6. When will the Contractor selection be announced?

Response: Tentatively, the City anticipates making this notification on or about 8/16/13.

7. Can companies from outside the USA apply for this? (From India or Canada)

Response: Yes. However, the successful proposer must be authorized to conduct business in the State of Tennessee before the City will execute a contract with said proposer.

8. Do we need to come over there for meetings?

Response: Yes - See response to question # 2 above.

9. Can we perform the tasks outside the USA? (From India or Canada)

Response: That is a business decision that only the submitting proposer can make after carefully reading the RFP in its entirety. In all likelihood, some of the tasks "could" probably be accomplished elsewhere, but certain tasks (see response to question # 2 above) would have to be accomplished here in Knoxville Tennessee.

10. Can we submit our proposals via email?

Response: No. The City of Knoxville does not accept electronic submissions.

END OF ADDENDUM NO.1