

The Purchasing Division of Knox County Tennessee will receive sealed proposals for the provision of **Website Development** as specified herein. Proposals must be received by **2:00 p.m. on August 31, 2010**. Late proposals will neither be considered nor returned.

**Deliver Proposals To:**  
**Proposal Number 249**  
Knox County Purchasing Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917

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

## **SECTION I      GENERAL TERMS AND CONDITIONS**

- 1.1      HOW TO DO BUSINESS:** On July 1, 2005 Knox County Government implemented a web-based purchasing software system, "Knox Purchasing On-Line". The purpose for migrating from our existing financial software application was to provide our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. As a result of this implementation, the Purchasing Division is now able to offer on-line vendor registration and maintenance, electronic delivery of purchase orders, on-line retrieval and submittal of quotes, bids 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 asking you to please go to our website at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing) and register as a vendor in our on-line purchasing system, "Knox Purchasing 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 Purchasing Division representative listed in subsection 1.2 of this document.
- 1.2      ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Leslie Collier, Buyer, at 865.215.5757. Questions may be faxed to 865.215.5778. Leslie may also be reached at [leslie.collier@knoxcounty.org](mailto:leslie.collier@knoxcounty.org). Information about the Knox County Purchasing Division solicitations may be obtained on the internet at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing).
- 1.3      VENDOR REGISTRATION:** Prior to the opening of this proposal, ***ALL PROPOSERS*** must be registered with the Purchasing Division. A vendor application may be submitted online at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing). Select the On-Line Vendor Registration link and complete the forms. Proposers must be registered with the Purchasing Division **prior** to submitting their proposal.
- 1.4      ACCEPTANCE:** Proposers shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) working days from the date of the proposal opening, unless otherwise indicated in their proposal.
- 1.5      ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.6      AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who present the product or service that is in the best interest of Knox County. Award will be made in accordance with the evaluation criteria specified herein. Knox County reserves the right to award this proposal on an "all or none" basis. Knox County also reserves the right to not award this proposal.
- 1.7      CONFLICT OF INTEREST:** Proposers must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.8      DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.

- 1.9 **DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business 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 that 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 disadvantaged business program please contact:

Robert Minter, Supplier Diversity Coordinator  
Telephone: 865.215.5756  
Fax: 865.215.5778  
E-Mail: robert.minter@knoxcounty.org

- 1.10 **DUPLICATE COPIES:** Knox County **requires** that proposals being submitted by hand be one (1) marked original and three (3) exact copies.
- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Purchasing Division will **NOT** accept electronically transmitted proposals through the County's On-Line Purchasing System. Facsimile submission is strictly prohibited.
- 1.12 **INSURANCE:** Proposers shall complete and sign the Insurance Attachment I and include in Section V, Tab XII. A signed insurance attachment signifies the proposer will obtain the insurance required upon award.
- 1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.14 **NON-COLLUSION:** Proposers, 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.
- 1.15 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that approximately thirty (30) days or less is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.16 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers 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 proposers' ability.
- 1.17 **PROPOSAL DELIVERY:** Knox County requires proposer, when hand delivering proposals, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Purchasing Division shall be the official time of record. Knox County will not be responsible for misdirected mail by commercial carriers.
- 1.18 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals being submitted on paper shall:
- 1.17.1 Be submitted on recycled paper
  - 1.17.2 Not include pages of unnecessary advertising
  - 1.17.3 Be made on both sides of each sheet of paper
- 1.19 **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 Purchasing 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 Purchasing Division no less than five (5) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

- 1.20 **SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, vendor acknowledges and accepts the terms and conditions stated in the proposal documents.
- 1.21 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.22 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination 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.

- 1.23 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four months.
- 1.24 **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 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 which 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 **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 bidding.
- 2.8 **GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, 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.
- 2.9 **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.
- 2.10 **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 **LIMITATION 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.
- 2.14 **NONDISCRIMINATION 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 nondiscrimination, 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, that 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.

- 2.15 **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) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

- 2.16 **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.
- 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 set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 **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.
- 2.19 **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.
- 2.20 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is 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 Purchasing Division.
- 2.21 **TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.
- 2.22 **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:** Knox County Public Library maintains nineteen (19) facilities and serves a population of 430,000 people residing throughout the 500+ square-mile-county. Its online presence has become an integral point of service and has increased significantly over the last four (4) years. The current Content Management System is not search-engine optimized; thus our search-engine landing pages are primarily provided by our Typepad blog (<http://blogs.knoxlib.org>). We are seeking a development partner to assist in creating a new Drupal CMS based website which will achieve the following objectives:
- 3.1.1 **IMPROVED USABILITY, SEARCH-ABILITY (SEMANTIC WEB)** – Content will be organized, tagged, dated and optimized for usability, search-friendliness and re-use and include more cues to facilitate navigation. The CMS will enable the Library to enhance search relevance through automated XML sitemaps and the rigorous use of semantic markup.
- 3.1.2 **EASY-TO-USE DISTRIBUTED CONTENT MANAGEMENT** – The Library will enable non-technical staff to create/update standard types of content/documents.
- 3.1.3 **ACCESSIBILITY COMPLIANCE (SECTION 508 & W3C WAI)** – The CMS will maintain accessibility in both site design and content.
- 3.1.4 **ENABLE BUILDING COMMUNITY OF USERS** – The CMS will include controls that enable the Library to present, where desired, user interactivity opportunities such as article ratings, comments and links for sharing.
- 3.1.5 **INTERFACE WITH EXISTING APPLICATIONS AND EXTERNAL WEBSITES** – The Library maintains databases that will be accessed through the Drupal website.

3.1.6 **STABILITY AND SECURITY** – Knoxlib.org received 1.5 million visits in a year, with 8 million page views. Home page views are about 50% of page views. The blog received 45,000 visits in a year. The Library seeks a secure, stable platform to meet the load requirements of our population of users.

3.2 **ACCEPTANCE:** Vendors are advised that neither the signing of delivery receipts nor the payment of an invoice necessarily constitutes acceptance of product of installation. Acceptance requires a specific written action by Knox County Schools so stating.

3.3 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of issues arises with the selected vendor.

3.4 **AWARD PROCESS:** Upon award, the resulting contract:

- 3.4.1 Will be drafted by the Knox County Purchasing Division.
- 3.4.2 Will be sent to the Knox County Law Department for approval.
- 3.4.3 Will be sent to the Knox County Mayor for signature.
- 3.4.4 Will be placed on the agenda of the next regularly scheduled Knox County Commission meeting if in excess of \$100,000.00.
- 3.4.5 Will be forwarded to the Knox County Purchasing Division, for obtaining the signature of the proposer(s).

3.5 **EVALUATION CRITERIA:** Proposals will be evaluated on the following criteria:

|                                           |            |
|-------------------------------------------|------------|
| Price                                     | 100 Points |
| Content Management                        | 50 Points  |
| Theme Design: Usability                   | 50 Points  |
| Content Types and Views                   | 40 Points  |
| Site Administration Requirements          | 35 Points  |
| Implementation Plan                       | 30 Points  |
| Skinable Theme                            | 20 Points  |
| Content Migration                         | 20 Points  |
| Training                                  | 20 Points  |
| Client References and Portfolio           | 20 Points  |
| Node Access Control                       | 15 Points  |
| User and Workflow Requirements            | 15 Points  |
| Authorized Access to Electronic Resources | 15 Points  |
| Interfaces with Existing Applications     | 15 Points  |
| Wireframe (block elements) Requirements   | 15 Points  |
| Proposed System Architecture              | 10 Points  |
| Ongoing Development Option                | 10 Points  |
| Overall Presentation Quality              | 10 Points  |
| Executive Summary                         | 5 Points   |
| Company Background and Experience         | 5 Points   |
| Total Points Available                    | 500 Points |

3.6 **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.

- 3.6.1 Knox County reserves the right to make such changes after consultation with the vendor.
- 3.6.2 Knox County also reserves the right to accept proposers service changes from the vendor if:
  - They will lower the cost to Knox County and/or
  - Provide improved service.

3.6.3 If Knox County agrees to any significant changes, they will be written and placed in the contract file.

3.7 **COMMUNICATIONS WITH THE VENDOR:** Upon award, Knox County Library will communicate extensively and continually with the vendor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the vendor have an efficient and properly functioning fax machine. Ideally, the vendor will have e-mail capabilities.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, 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 laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.10 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful proposer shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.11 **CONTRACT RENEGOTIATION:** Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public trust. Further, Knox County encourages the vendor to submit value changes in order that the Knox County may avail itself of technological advances or cost economies in the subject of the Contract, as they may occur during the Contract or Contract option periods.

3.12 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) 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 opening. 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.

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

3.14 **PATENTS AND COPYRIGHTS:** The Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the work, which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend Knox County against any claim, suit or proceeding brought against Knox County which is based upon a claim, whether rightful or otherwise, that the work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and costs awarded against Knox County.

3.15 **PRICING STRUCTURE:** Vendors are to quote a firm fixed price for the goods and services noted herein for the Contract period.

3.16 **PRICE REDUCTIONS:** By submitting a proposal in response to this solicitation, Vendors agree to guarantee that Knox County is receiving the lowest price offered by your company to other customers for similar products and services at comparable volumes in a similar geographic area.

If at any time during the contract period the company offers a lower price to another customer and notification is not made of price reductions; upon discovery, Knox County shall reserve the right to take any or all of the following actions:

- 3.16.1 Cancel the Contract, if it is currently in effect.
- 3.16.2 Determine the amount that was overcharged and submit a request for payment from the Contractor for that amount.
- 3.16.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

- 3.17 **PROPOSAL TIMELINE:** The following lists the dates and activities associated with this Request for Proposal. Please be advised, these are tentative dates and are subject to change.

|                                                 |                      |
|-------------------------------------------------|----------------------|
| Release of RFP to proposers.....                | August 08, 2010      |
| Deadline for proposers to submit questions..... | August 20, 2010      |
| Knox County responds to questions.....          | August 23, 2010      |
| Proposals due into Purchasing Division .....    | August 31 at 2:00 pm |
| Evaluate and select successful proposer.....    | TBA                  |
| Award Contract.....                             | TBA                  |
| Contract Effective Date.....                    | TBA                  |

- 3.18 **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 this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.19 **REMOVAL OF VENDOR EMPLOYEES:** The successful contractor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful contractor(s) remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.20 **SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency
- 3.21 **SCHEDULING OF WORK:** Should any work need to be performed at a Knox County Library site, the vendor(s) shall cooperate with Knox County Library officials or their designees in performing work so that interference with the normal program will be held to a minimum.

#### SECTION IV SCOPE AND SERVICE SPECIFICATIONS

**SCOPE OF SERVICES:** Vendors are requested to submit information for products and services associated with the specified Drupal Content Management System based website.

- 4.1 **CONTENT MANAGEMENT DEVELOPMENT AND IMPLEMENTATION:** Proposer must show the capabilities of proposed system in regard to Content Management. Address each of the following:
- 4.1.1 The Drupal-LAMP Application architecture planning.
  - 4.1.2 The installation/configuration for development and production environments.
  - 4.1.3 The module recommendation and configuration to achieve functional requirements.
  - 4.1.4 Development of custom content types, supporting views and taxonomies.
  - 4.1.5 Development of user/group roles and permissions to support content contributor workflows.
  - 4.1.6 Selected content migration
  - 4.1.7 Usability testing.
  - 4.1.8 Knowledge transfer to Library staff.
  - 4.1.9 Custom module development option
  - 4.1.10 Ongoing support option

- 4.2 **THEME DESIGN:** Proposer must show the capabilities of proposed system in regard to Theme Design. Address each of the following:

- 4.2.1 Section 508 and WCAG Priority 1, 2, 3 compliance.
- 4.2.2 Three skins based on the them for special audiences: default, child, teen (graphics supplied by Library)
- 4.2.3 Usability Testing.

- 4.3 **GUIDELINES:** The Library will consider only firms, not their implementation partners or third-party partners, to be the primary point of contact throughout this proposal.

The Library reserves the right to meet with select firms to gather additional information.

All wireframes, designs, templates and any other deliverables created as part of this project will become the sole property of the Library. Any custom modules developed for this project may be contributed to the Drupal community under the GNU General Public License.

- 4.4 **FUNCTIONAL REQUIREMENTS:** The proposers must describe the proposed modules and versions to be installed beyond those provided by the Drupal core. Proposers must explicitly state whether modules are contributed or will be developed by the proposer. Proposers must list all non-module customizations/enhancements to the software that are proposed as part of the scope. Customizations listed should accommodate all functional requirements.

- 4.4.1 **PROPOSED SYSTEM ARCHITECTURE** - Proposer's system architecture must meet the Library's security, performance, access and management needs. The proposed architecture must address at least the following points;

- 4.4.1.1 The Library's websites are mission-critical and downtime must be kept to a minimum.
- 4.4.1.2 The Library desires regular updates to maintain the highest level of core and module security.
- 4.4.1.3 Describe recommended hosting requirements such as service level agreements, backup and recovery plan, access to administrative tools (e.g. FTP, accounts manager, file manager, etc.), strategies for caching and performance enhancement and hosting facility details (i.e. data connections, power generation capability, geographic spread and redundancy, etc.).

- 4.4.2 **NODE ACCESS CONTROL** - It is anticipated that the implementation will make use of more than one node access control mechanism to meet the site's functional requirements (mechanisms such as Taxonomy Access Control/TAC Lite, Control Access). On the back end, creating and editing certain content types will be restricted by user role. In addition, content contributor rights to create and edit basic page-type nodes will be confined to specific sections of the public site, e.g. only contributors with rights to "Kid's Library" may create and update nodes in that section. Proposers must describe their organization's experience in working with installations of this type.

- 4.4.3 **USER AND WORKFLOW REQUIREMENTS** - The administrator (admin) needs bulk methods to manage back end users who will contribute content (hereafter called CC) such as viewing all nodes owned by a specific CC and selectively reassigning ownership to another CC.

The CMS should include workflows to facilitate editorial and quality control, allowing the Library to manage digital assets, keep content up-to date and track revisions. CCs shall be arranged into Content Creator groups. Each CC group will have a workflow that may include contributor, editor and admin work states. The CMS should provide a framework of in-process work, status change notification options and "needs refresh" reminders. Please fully describe the workflow management features you can provide.

- 4.4.4 **SITE ADMINISTRATION REQUIREMENTS** - The CMS should be enable the following aspects of site administration.

- 4.4.4.1 Administrator can configure automated XML sitemaps for search engine optimization and can include or remove pages from site map.
- 4.4.4.2 Administrator can tag nodes for inclusion in an A-Z index page.
- 4.4.4.3 Site will be monitored with an analytics tool such as Google Analytics.
- 4.4.4.4 Site will have back-end login page for CC accessed by direct URL (e.g. <http://www.knoxlib.org/builder>) and no back-end login form in public view.
- 4.4.4.5 Site will have an expandable, adaptable navigational structure – easy to add, remove or rename menu items.
- 4.4.4.6 Site will use friendly URLs; tools will be provided to CC for maintaining persistent URLs following the recommendations at <http://www.w3.org/Provider/Style/URI.html>.
- 4.4.4.7 Site will use spam and form submission controls, such as Captcha (or recaptcha) with audio alternative, honeypot, or other scheme (as long as accessibility requirements are met).

4.4.5 AUTHORIZED ACCESS TO ELECTRONIC RESOURCES - All visitors to the Library's website should be able to view information about all the Library's licensed databases and other online resource offerings, but the link used to access any resource with access restrictions is to be presented based on the visitor's IP address. The Library needs a content type for electronic resources that will allow (optionally – not all resources have restrictions) for a conditional presentation in the view:

- 4.4.5.1 At node creation, CC can designate IP address ranges that are allowed access. The default will be that access is allowed for all IP addresses.
- 4.4.5.2 If the IP address of site visitor matches the allowed range, then the database link is displayed.
- 4.4.5.3 If not, the node displays alternative text, which will be information about the location requirement.
- 4.4.5.4 The conditional view will be automated so that CC is not required to input script in node creation.

Each electronic resource node may be tagged with multiple subjects and types for flexibility in building views. Required deliverable views are an A-Z browse based on resource name, a browse by type, and a browse by subject in which resources are grouped by type under each subject. Any node tagged with the subject "All" will appear in all subject browse lists.

4.4.6 INTERFACES WITH EXISTING APPLICATIONS – The Library's Drupal installation will include a portal to existing applications hosted on other servers. The Library's technical staff will meet with the selected firm to give an overview of these applications and their interfaces. The selected firm will work with Library staff to develop pages that incorporate these applications as follows.

4.4.6.1 Three Cold Fusion applications reside on third-party server (host: EngagedPatrons). The data in these applications are maintained by the Library in MS Access or spreadsheet software. The proposer may suggest leaving the data in its current form in a wrapper or may suggest migrating the data to Drupal and creating a user interface for search, retrieval and downloading records.

*Directory of Local Organizations* (<http://engagedpatrons.org/database/KnoxDCO/>). Vertical sizing of the wrapper for search results display will grow and shrink with the result set.

The Library is most interested in the possibility of migrating the Obituaries (<http://engagedpatrons.org/database/KnoxObits/>) and Marriages (<http://engagedpatrons.org/database/knoxmarriage/>) databases. The Library will add similar flat file databases; two other examples are listed after the Marriage Index under the heading Knox County Databases on the Archives page ([http://knoxrooms.sirsi.net/rooms/portal/page/21590\\_Knox\\_County\\_Archives](http://knoxrooms.sirsi.net/rooms/portal/page/21590_Knox_County_Archives)). Library staff will continue to use spreadsheet software to input new data for databases; they will need an easy way to batch load new records. The records require a date field that allows for dates prior to 1900.

Visitors will require a date browse, a name browse, a simple name search that will search across all of the archives/genealogy data sets, and advanced multi-field searching.

4.4.6.2 The Library also maintains digital archives on a ContentDM server (<http://cmdc.knoxlib.org/>). The Library would like to showcase the collection in creative ways, such as creating a slideshow of images.

4.4.7 WIREFRAME (BLOCK ELEMENTS) REQUIREMENTS – The site design will provide for the following block elements:

4.4.7.1 The online public access catalog (OPAC) with borrower account functions resides in an integrated library system application. The Library wants a search box that combines the catalog search tool and the site search tool into a single block, a la nypl.org. The site search must index PDF files and similar content. The CMS design will be delivered with a consistent location throughout the site for both a search form and a borrower account login, with the presence or absence of those elements to be determined by the admin on a page level.

4.4.7.2 The Library maintains an event calendar on Trumba Connect, [www.trumba.com](http://www.trumba.com) (see examples on the current [knoxlib.org](http://knoxlib.org) home page, Kid's Library, free computer workshops page, and event calendar page). Customizable Trumba calendars and control widgets are displayed with javascript. The appearance or absence of the event calendar block will be determined by the administrator on a page level.

#### 4.4.8 CONTENT MANAGEMENT

4.4.8.1 General: The Library wants these features for node management:

- a. At node creation, CC can designate related nodes which then appear in a "related content" block.
- b. Automated re-posting options for facebook (fan page, not profile) and Twitter (with automatic link truncation); administrator can control facebook/Twitter connectors by user and by content type.
- c. CC can enter words to search the content of nodes to find nodes to edit.
- d. CC uses WYSIWYG editor.
- e. CC can enter log messages indicating reasons for changes.
- f. At node creation, CC can designate by time period (week, month, quarter) or by date after which content will be flagged "needs refresh" ("needs refresh" will maintain published status).
- g. Nodes can be published and un-published based on date.
- h. Existing node may be "cloned" into new node for quick and easy node creation.
- i. Node modification and file modification history is maintained.
- j. Admin will be able to view all inactive or orphaned nodes (without any access by navigation).
- k. Admin may bulk select node and file modification versions to permanently delete.

4.4.8.2 Community:

The Library wants to foster community through the website, but some areas of the site will lend themselves to visitor (anonymous user) interaction and some areas may not. Please describe in detail a solution that will provide these features:

1. At node creation, CC can choose to allow: rate, comment, e-mail, send to mobile, share, print, download; admin can configure which CCs are allowed to turn on/off these features for which content types
2. Option to allow or disallow commenting by anonymous users
3. Banned word list for automatically holding comments for approval
4. Comment management workflow (by roles, by user rights—i.e. CCs can manage comments for their own content; admin/editors can manage all comments)

4.4.9 CONTENT TYPES AND VIEWS – The following represent examples of content types and views that the Library will use; additional types will be defined during site development in consultation between Library staff and the selected firm.

#### 4.9.1 Podcasting with automatic handling of enclosures:

- News feeds for RSS and Atom readers; the ability to publish feeds by page or by taxonomy; CC can designate feeds as podcasts that will handle enclosures automatically; podcast feeds compatible with RSS, Atom, and iTunes; the CMS may publish iTunes and pod feeds separately (see <http://www.wnyc.org/podcasting/>)
- Each podcast episode shall provide a simple embedded player (one that won't require a client-side plug-in download for 80+% of visitors)
- Connector for Google feedburner
- Analytics for podcasts reporting page loads, link visits, downloads, and online plays
- Views of blog nodes by categories, most popular, most commented. View of categories as cloud or list, at visitor's choice
- View of blog nodes in reverse chronological order with paging and date archives

#### 4.9.2 Library Materials Carousel:

The Library wants a carousel to display selected items. The carousel will include cover art and a link to the item in the catalog.

#### 4.9.3 Web forms:

The CMS must provide an easy way to create forms for posting collected information to a named recipient by email or directly to a named database file, and must employ security measures against spambots and other risks. In building forms, CC may indicate required form fields and data verification rules per field. The Library currently uses the Wufoo service and appreciates the user-friendly interface and advanced behaviors such as pagination and conditional logic.

The form handler will allow website visitors to submit text via the web form; please quote options for allowing other media to be submitted.

#### 4.9.4 CC how-to's:

Must include a way to provide advanced, context-aware help pages for CCs. For example, a CC clicking on help while editing certain content types would retrieve a description of the workflow and help relevant to that content type (e.g. style guide). CC may edit help pages, and admin is notified when changes are made.

#### 4.9.5 Library locator:

Must include a library locator block and associated views with the functionality of the one currently on the right-side column of <http://chipublib.org>. The user can choose from a drop down list of locations or search by zip code; there is also a system map with details at <http://chipublib.org/library/locator/>.

#### 4.9.6 Alerts block:

Must include a content type and block for important alerts that can slide down over the landing page and set a cookie so that it does not appear subsequently as the user navigates the site (a load-once alert). This will be used to announce irregular closings, for example.

#### 4.4.10 THEME DESIGN: USABILITY

All pages and sections of the web site design and theme templates must meet the requirements for US Americans with Disabilities Act Section 508 compliance. Develop a tab-order navigation for the disabled and 'skip navigation' behavior with input of Library staff. Provide user control buttons for text size.

Theme will use valid (W3C WCAG), semantic markup, ideally table-less and grid-based, capable of 2- and 3- columns with external CSS and JavaScript declarations. Theme templates must include style sheets for screen, mobile and print use for pages and forms.

Must include a theme that will load the most appropriate style sheet based on the screen resolution of the user agent, and that will also offer the user controls for loading alternative style sheets for layout.

Output pages must be cross-browser compatible for IE6+, Firefox 2+, Safari, Chrome, Opera and mobile browsers at minimum.

Tables should be used as needed for data display, not layout; table styles should include css-based hover-highlights and alternate row shading for readability.

Design will have consistent site navigation above the scroll and with user-friendly menu behavior. All pages will have consistent navigation elements, header and footer, and breadcrumbs.

#### 4.4.11 SKINABLE THEME

Theme must be designed so that Library staff with appropriate permissions may create and save additional skins to be applied in the site based on taxonomy:

- Replaceable horizontal graphic in top position
- Typeface picker for all text font styles
- Color picker for accent and text colors to create custom color schemes, or else 7 delivered color schemes with Library staff input

#### 4.4.12 DELIVERABLES

Please provide in your price proposal for the following deliverables:

- a. Convert final design to Drupal theme including:
  - o Knoxlib.org home page
  - o Sample pages showcasing default design with major page elements such as lists, tables, blocks, sectional menus, forms, podcasts
  - o external application wrapper page (e.g. Directory of Local Organizations page)
  - o sample pages showcasing Kid's Library and Teen Central designs
- b. Convert final design to html page template for use with other Library web-facing applications.
- c. Graphical deliverables will include the usual list icons, accent/warning/informational paragraph style icons, navigational icons, favicon and icons to indicate to user external links and attachment types (pdf/ppt/xls/doc/etc., audio-video files, feeds, etc.). The themer will work with the Library's staff graphic designer for content-specific graphics.

**4.5 USABILITY TESTING:** Proposers must provide a plan for testing the navigation and overall usability of the system. Testing should include, but is not limited to, design aesthetics, navigability, W3C compliance and the integration of existing externally available resources.

**4.6 CONTENT MIGRATION:** Please quote the migration of all podcast content (files, stories with links, images, categories) from the current host (Typepad; <http://blogs.knoxlib.org/main/podcast>) to the new CMS. TypePad provides an XML content export.

Please quote an hourly rate for content migration that will require data entry or copy/paste.

**4.7 IMPLEMENTATION PLAN:** The proposer must provide a detailed plan for implementing the proposed system. Provide proposed phasing schedule and methodology for implementation. Methodology shall include estimated timeframe, overview of deliverables, assumptions, and assumed responsibilities. Make sure to:

1. Describe the role of the Library and proposer staff for development of the system's information architecture (e.g. taxonomy, views, content types, etc).
2. Describe the role of the Library and proposer staff for workflow development.

The implementation firm will be responsible for providing a project plan and keeping the project plan updated during implementation.

**4.8 TRAINING:** The implementation firm will train Library staff on basic management and use of the Drupal installation. Staff to be trained include:

- IT Manager, an experienced website manager. This person will be the primary contact throughout the Drupal contract.
- Reference Technology Librarian, somewhat experienced with HTML/CSS and content management systems. This person will also be given administrative role in the workflow. She will provide most of the administrative support for editors and content contributors.
- Librarians and other staff, most of whom currently use a content management system. A few of these will be given editor roles; most will be content contributors.

- Graphic designer, who will be responsible for designing visual assets.

Topics to be covered include:

- Backup and restore of Drupal/MySQL (codebase and modules).
- User and node management: access rules, permissions and roles
- Themes and modules basics

- 4.9 **ONGOING DEVELOPMENT OPTION:** Please specify the nature of any post-implementation and on-going development options available through your organization including pricing. Ongoing development and implementation services beyond the scope of the current project may be provided through the selected firm, or through another firm.
- 4.10 **CLIENT REFERENCES AND PORTFOLIO:** Vendors should supply at least three references (public sector, if possible) that will be available to speak with the Library for approximately 30 minutes. The names, telephone numbers and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. Please clearly identify (name, address, URL) any sub-contractors as well as the scope of the work each will perform, and provide references and portfolios for them. Knox County cannot be used as a reference.
- 4.11 **OVERALL QUALITY OF PRESENTATION:** Proposals will be judged on the overall quality of their presentation, including completeness, attention to detail and style.
- 4.12 **EXCEPTIONS TO THE RFP:** Proposers may take exception to certain requirements in this RFP; all exceptions must be clearly identified and a written explanation shall include the scope of the exceptions, and the description of the advantages or disadvantages to the Library as a result of exceptions. The Library, at its sole discretion, may reject any exceptions or specifications within the proposal.

## **SECTION V PROPOSAL FORMAT**

**PROPOSAL INFORMATION:** In order for proposals to be compared equally, proposers must assemble their proposals in strict adherence to the layout requirements. The proposal should include at least the following sections in the following order.

### **TAB I: GENERAL INFORMATION**

Table of Contents

One page cover letter to include a summary of proposer's ability to provide the services specified in the Request for Proposal and a statement indicating your agreement to provide the services described in the proposal.

Letter authorizing submittal of this proposal.

Name, address, contact person, telephone number, fax number, e-mail address, employer identification number (EIN), Knox County Purchasing Vendor Number, Copy of Knox County Business License (if applicable).

Acknowledge receipt of addendum(s).

### **TAB II: EXECUTIVE SUMMARY**

Provide a brief narrative summarizing the proposal. Please ensure this is oriented toward non-technical personnel.

### **TAB III: QUALIFICATIONS AND EXPERIENCE/COMPANY BACKGROUND INFORMATION**

Provide a brief history of organization and its experience, expertise and qualifications for providing the requested services. Include resumes on personnel who will be working on the project.

### **TAB IV: RESPONSES TO FUNCTIONAL/TECHNICAL REQUIREMENTS**

Provide responses to each requirement, adding explanatory details as necessary. Refer to Section 4.4 for details.

### **TAB V: USABILITY TESTING**

Refer to Section 4.5 for details.

### **TAB VI: CONTENT MIGRATION**

Quote the migration of all podcast content from the current host. Quote an hourly rate for content migration that will require data entry or copy/paste. Refer to Section 4.6 for details.

### **TAB VII: IMPLEMENTATION PLAN**

Provide your detailed plan for implementing the proposed system. Refer to Section 4.7 for details.

### **TAB VIII: TRAINING**

Refer to Section 4.8 for details.

### **TAB IX: ONGOING DEVELOPMENT OPTION**

Refer to Section 4.9 for details.

### **TAB X: CLIENT REFERENCES AND PORTFOLIO**

Refer to Section 4.10 for details.

**TAB XI: EXCEPTIONS TO THE RFP**

Refer to section 4.12 for details.

**TAB XII: ANY OTHER INFORMATION WHICH WOULD ADD VALUE TO YOUR PROPOSAL**

**TAB XIII: CERTIFICATE OF INSURANCE**

**TAB XIV: COST OF SERVICES**

The cost of services should be submitted in a sealed envelope separate from the technical requirements.

# ATTACHMENT I

## KNOX COUNTY PURCHASING DIVISION INSURANCE CHECKLIST PROPOSAL NUMBER 249

The certificate of insurance must show all coverages & endorsements with "yes" and items 20 to 25.

| REQUIRED: | NUMBER | TYPE OF COVERAGE                                        | COVERAGE LIMITS                                                                   |
|-----------|--------|---------------------------------------------------------|-----------------------------------------------------------------------------------|
| YES       | 1.     | WORKERS COMPENSATION                                    | STATUTORY LIMITS OF TENNESSEE                                                     |
| YES       | 2.     | EMPLOYERS LIABILITY                                     | \$100,000 PER ACCIDENT<br>\$100,000 PER DISEASE<br>\$500,000 DISEASE POLICY LIMIT |
| YES       | 3.     | AUTOMOBILE LIABILITY<br>X<br>ANY AUTO-SYMBOL (1)        | COMBINE SINGLE LIMIT \$1,000,000<br>(Per -Accident)                               |
|           |        |                                                         | BODY INJURY<br>(Per -Person)                                                      |
|           |        |                                                         | BODY INJURY<br>(Per-Accident)                                                     |
|           |        |                                                         | PROPERTY DAMAGE<br>(Per-Accident)                                                 |
| YES       | 4.     | COMMERCIAL GENERAL LIABILITY                            | LIMITS                                                                            |
|           |        | CLAIM MADE X OCCUR                                      | EACH OCCURRENCE \$1,000,000                                                       |
|           |        |                                                         | FIRE LEGAL LIABILITY \$100,000                                                    |
|           |        |                                                         | MED EXP (Per person) \$5,000                                                      |
|           |        | GEN'L AGGREGATE LIMITS APPLIES PER                      | PERSONAL & ADV INJURY \$1,000,000                                                 |
|           |        | POLICY X PROJECT LOC                                    | GENERAL AGGREGATE \$2,000,000                                                     |
|           |        |                                                         | PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$2,000,000                               |
| YES       | 5.     | PREMISES/OPERATIONS                                     | \$1,000,000 CSL BI/PD EACH OCCURRENCE<br>\$2,000,000 ANNUAL AGGREGATE             |
| YES       | 6.     | INDEPENDENT CONTRACTOR                                  | \$1,000,000 CSL BI/PD EACH OCCURRENCE<br>\$1,000,000 ANNUAL AGGREGATE             |
| YES       | 7.     | CONTRACTUAL LIABILITY<br>(MUST BE SHOWN ON CERTIFICATE) | \$1,000,000 CSL BI/PD EACH OCCURRENCE<br>\$1,000,000 ANNUAL AGGREGATE             |
| NO        | 8.     | XCU COVERAGE                                            | NOT TO BE EXCLUDED                                                                |
| YES       | 9.     | UMBRELLA LIABILITY COVERAGE                             | \$1,000,000                                                                       |
|           |        | PROFESSIONAL LIABILITY                                  |                                                                                   |
| NO        | 10.    | ARCHITECTS & ENGINEERS                                  | \$1,000,000 PER OCCURRENCE/CLAIM                                                  |
| NO        |        | ASBESTOS & REMOVAL LIABILITY                            | \$2,000,000 PER OCCURRENCE/CLAIM                                                  |
| NO        |        | MEDICAL MALPRACTICE                                     | \$1,000,000 PER OCCURRENCE/CLAIM                                                  |
| NO        |        | MEDICAL PROFESSIONAL LIABILITY                          | \$1,000,000 PER OCCURRENCE/CLAIM                                                  |
|           |        |                                                         |                                                                                   |
|           |        |                                                         |                                                                                   |
| NO        | 11.    | MISCELLANEOUS E & O                                     | \$500,000 PER OCCURRENCE/CLAIM                                                    |
| NO        | 12.    | MOTOR CARRIER ACT ENDORSEMENT                           | \$1,000,000 BI/PD EACH OCCURRENCE<br>UNINSURED MOTORIST (MCS-90)                  |
| NO        | 13.    | MOTOR CARGO INSURANCE                                   |                                                                                   |
| NO        | 14.    | GARAGE LIABILITY                                        | \$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE                         |
| NO        | 15.    | GARAGEKEEPER'S LIABILITY                                | \$500,000 COMPREHENSIVE<br>\$500,000 COLLISION                                    |
| NO        | 16.    | INLAND MARINE BAILEE'S INSURANCE                        | \$                                                                                |
| NO        | 17.    | DISHONESTY BOND                                         | \$                                                                                |
| NO        | 18.    | BUILDERS RISK                                           | PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.     |

|    |     |       |                          |
|----|-----|-------|--------------------------|
| NO | 19. | USL&H | FEDERAL STATUTORY LIMITS |
|----|-----|-------|--------------------------|

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED \_\_\_\_\_

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS AND INDEMNIFY THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTORS NAMED BELOW HAVE ADVISED THE CONTRACTORS OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

CONTRACTOR'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

CONTRACTOR'S NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_