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## Request for Proposal

**Bid Title: Weather Tracking and Information Service**

**Proposal Number: 922**

**Date Issued: May 25, 2016**

**Response Due Date: June 15, 2017**

**Time: 2:00 PM EST**

**KUB Contact: Rebekah Taylor**

**Phone Number: (865) 558-2307**

**E-mail address: Rebekah.Taylor@kub.org**

The Knoxville Utilities Board will receive sealed Bids or electronic Bids in the Procurement Department, 4505 Middlebrook Pike, Knoxville, Tennessee 37921.

Subject to the instructions, conditions, specifications, addenda, and any other elements of this Request for Bid, including those incorporated by reference.

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*This Request for Proposal is prepared in a Microsoft Word Format. Any alterations to this document made by the Proposer may be grounds for rejection of the Bid, cancellation of any subsequent award, or any other legal remedies available to the Knoxville Utilities Board.*

### ***Submit sealed Bid responses to:***

Physical Location

Knoxville Utilities Board  
Procurement Department  
4505 Middlebrook Pike  
Knoxville, TN 37921-5599

-OR-

Mailing Address

Knoxville Utilities Board  
ATTN: Procurement Department  
P.O. Box 59017  
Knoxville, TN 37950-9017

The outside of the sealed box / container / envelopes containing the response shall be marked as follows:

**Proposal Title: Weather Tracking and Information Service**

**Proposal Number: 922**

**Due on: June 15, 2017 (no later than 2:00 PM EST)**

-OR-

***E-mail the Bid response to [bids@kub.org](mailto:bids@kub.org) with "Bid #992 - Weather Tracking and Information Service" in subject line by same date and time.***

Note: If responses are sent via E-mail to [bids@kub.org](mailto:bids@kub.org) Proposer will receive an auto response within a reasonable time frame; otherwise please follow-up with **Rebekah Taylor** (865) 558-2307 and/or re-send your response.

- I. Statement of Intent** - The Knoxville Utilities Board (KUB) exists under the laws of the State of Tennessee and is an independent agency of the City of Knoxville. KUB provides electricity, gas, water, and wastewater services to more than 490,000 customers in Knoxville and parts of seven surrounding counties.

This Request for Proposal (RFP) is issued by KUB to solicit bids from qualified Vendors in providing a comprehensive on-site weather tracking and forecasting service for use in KUB operations. KUB intends to evaluate all proposals submitted and reserves the sole right to reject any or all proposals and to enter into agreements with one or more firms based on the results of its evaluations.

- II. Project Overview** – KUB utilizes an onsite weather tracking system to monitor current, future and historical weather conditions in order to prepare for weather conditions that may adversely affect KUB's ability to provide its services.

- III. RFB Functional Requirements:** Must be an interactive internet base weather monitoring system which has the functionality to deliver the following information to multiple locations within KUB's operations.

**A. Current Conditions**

1. Provide continuous loop radar scan of current area weather conditions
2. Graphically display exact areas of precipitation with intensity levels displayed in a color gradient distinguishing light to severe levels as defined by the National Weather Service
3. Graphically display weather movement within a minimum of 60 minutes prior to current time.
4. Graphically overlay lightning activity on radar scan. Overlay area should cover a minimum radius of 100 miles of Knoxville, Tennessee. Displaying a minimum of 60 minutes prior to current, color coded by detection age.
5. When severe storm warnings are issued, automatically graphically overlay severe weather alert storm corridors on radar scan until alert has expired or cleared by operator.
6. Graphically overlay on radar scan wind speed displayed numerically at detection location with adjoining arrows indicating direction at that detection location
7. Graphically overlay on radar scan weather fronts.

**B. Future Conditions**

1. Provide a continuous loop radar scan projecting weather conditions from current up to 90 minutes into the future
2. Graphically produce a radar scan projecting weather activity for a minimum of 48 hours into the future displaying the following:
  - a) Projected storm front movement
  - b) Projected rain activity and severity
  - c) Projected wind speeds and direction
  - d) Potential for lightning activity
  - e) Potential for hail activity

**C. Historical Conditions**

1. Have the ability to graphically display past 24 hour precipitation accumulation totals in a color gradient distinguishing light to severe levels as defined by the National Weather Service
2. Have the ability to graphically recreate past weather movement and wind speed by date/time for the purpose of analyzing weather conditions for evaluation and storm related reporting.

**D. Notifications**

1. Have the ability via email or text to generate real-time hazard alert messages which will impact KUB's service area as determined by KUB Operations.

**E. Functionality**

1. Intuitive Operation –

- a) The optimum product would have single click operation to turn on/off overlays not a menu bar with a drop down box containing possible selections.
- b) The optimum product would allow the operator to move between current scan, 60 minute prior to current movement scan, and current to 90 minute future scan from an onscreen hot button without having to use a drop down box or re-start scanning operations.
- c) The optimum product would give operator display speed control of 60 minutes prior to current movement scan and current to 90 minute future movement scan
- d) The optimum product would give operator the ability to zoom in and out on command

2. Reliability

- a) The optimum service would have a minimum of 99.9% online reliability rating
- b) The optimum product would have an alarm to notify KUB Operations when the scanning process has stopped or has not updated in the past 10-15 minutes.
- c) The optimum product would have a user defined tool to measure online reliability

3. Help

- a) The optimum product would have novice level step-by-step procedures to aid the operator to learn:
  - 1) How to move between screens
  - 2) How to turn on/off scan overlays
  - 3) How to generate reports
  - 4) How move between scanning functions
  - 5) How to clear alerts
  - 6) How to send severe weather notifications
  - 7) How to reach a customer service representative
  - 8) How to report product problems

4. Equipment

- a) Will need to operate in a Microsoft Windows 10 environment with Chrome or Mozilla Firefox as the preferred browser

#### IV. TERM OF SERVICES

- A. **Agreement Term:** Five (5) year supply agreement.
- B. **Schedule of Rates:** The pricing submitted during the bid process will be the Schedule of Rates referred to in the final agreement.
- C. **Rate Adjustments:** Vendor may request a unit rate increase 60 days before the anniversary date of the Agreement. KUB will utilize the effective based on the previous month's "All Items" line item of the Consumer Price Index-Urban (CPI-U) data available for reference at [www.bls.gov](http://www.bls.gov) to evaluate the request. Any approved rate increase will be reflected on all vendor invoices submitted after the rate increase's effective date.

#### V. BID EVALUATION CRITERIA- The proposal shall be organized in order of the following criteria. Proposers shall submit the following information for evaluation:

- A. 40% Pricing
- B. 15% Ability to display current weather conditions (Section III.A)
- C. 15% Ability to forecast weather conditions (Section III.B)
- D. 10% Ability to display historical weather information (Section III.C)
- E. 10% Ability to distribute notifications (Section III.D)
- F. 10% Basic Functionality (Section III.E)

#### VI. EVALUATION PROCEDURES

- A. **Evaluation Team:** An evaluation team consisting of KUB representatives will review and independently rate each submitted Product.
- B. **Product Evaluation:** Each Vendor submitting a proposal must provide KUB's Evaluation Team access to the proposed Product for an evaluation period of no less than 1 week. This is to allow Evaluation Team members the ability to properly evaluate and rate the proposed Product.
- C. **Final Selections:** The selection of a Product will be determined on the basis of which proposal is in KUB's best interest based on the factors described in the evaluation criteria of this RFP. KUB will not be responsible for misinterpretations that are caused by failure of a Vendor to follow the RFP format or to give proper evaluation information. KUB reserves the right, in its discretion and without incurring any liability to any Vendor, to modify or terminate this RFP at any time prior to the execution of an award.
- D. **Right to Reject Bids:** Submission of a bid indicates acceptance by the Vendor of the conditions contained in this RFP unless exceptions are clearly and specifically noted in the bid submittal. KUB reserves the right without prejudice to reject any or all proposals and exceptions.

##### I. Instructions, Terms, and Conditions

- A. **Instructions:** These documents constitute the complete set of specifications, requirements, and proposal request instructions. The Proposer is responsible

for insuring that all pages and all addenda are received. KUB advises all proposers to closely examine this proposal response, and to immediately direct any questions regarding the completeness of this RFP and any addenda to the Procurement Department.

- B. Rights:** KUB reserves the right to reject any or all proposals and to waive irregularities therein, and the undersigned hereby agrees that such rejection or waiver shall be without liability on the part of KUB for any damage or claim brought by the undersigned because of such action, nor shall the undersigned seek any recourse of any kind against KUB because of such action. **There is no obligation to buy.** All proposals submitted to KUB become the property of KUB upon submission and after the execution of a contract become subject to Tennessee's Public Records law, as codified in Tenn. Code Ann. §§10-7-101 et. seq.
- C. Request for Proposal Definitions:** This section describes the procedures for companies submitting a response to this Request for Proposal (RFP). The term "Proposer" refers to the person or entity to which a contract is awarded.
- D. Time and Date for Submitting Proposals:** Each Proposer shall respond to this RFP on or before the time and date indicated on the Request for Proposal cover sheet. Proposals will not be made available for public inspection until after the RFP process is completed and a purchase order has been issued. The Proposal shall be delivered by E-mail to: [bids@kub.org](mailto:bids@kub.org) with subject line "'(#922 Weather Tracking and Information Services)", before 2:00 PM EST on **June 15, 2017** referenced in section II.
- E. Response:** Each Proposer must acknowledge that it accepts and understands each of the Instructions, Terms, and Conditions of this RFP. If a Proposer is unwilling to accept any one or more of the Instructions, Terms, and Conditions, they must clearly identify in their proposal the Instructions, Terms, and Conditions to which they take exception and note it on the enclosed exception sheet. In its sole discretion, KUB reserves the right on a non-discriminatory basis to: a) consider any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions; or b) reject any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions.
- F. Ex Parte Communication:** KUB does not permit contact concerning this RFP process with any KUB personnel other than as identified in the RFP until the selection process has been completed. All exchanges of information concerning this RFP must be in writing, with e-mail as the preferred method of communication. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of the Proposer. Any questions or requests for clarification will be responded to in writing or by email with a copy of the response being sent to each proposer on record.
- G. Agreement:** Each successful Proposer will be required to sign a contract with KUB. The entire agreement shall include the Proposer's response to this proposal, the RFP, and an agreement (the "Contract Documents"). If the RFP and the Proposer's response to this proposal are modified in negotiation

between KUB and the Proposer, then the modified proposal shall be included as addenda to the successful Proposer's contract with KUB. Should any conflict or discrepancy arise between the Instructions, Terms, and Conditions of the RFP and the Instructions, Terms and Conditions of the Agreement, the Instructions, Terms and Conditions of the Agreement shall control. The individual who signs this document must be empowered to sign the Agreement, or if sent by email the name that appears on the proposal response must be empowered to sign the Agreement. KUB reserves the right to withdraw the RFP or condition the award on additional or different terms proposed to be included in such contract and KUB shall not incur any obligation to the successful Proposer except as provided in the Agreement. To produce the Agreement, KUB reserves the right to provide its own draft contract terms or request draft contract terms from the Proposer. Notification of award of the or acceptance of a RFP, in whole or in part, shall not restrict KUB's discretion with regard to the terms of the definitive contract, shall not preclude KUB from terminating the proposal or withdrawing the proposal prior to execution of the Agreement, and shall not limit KUB's right to consider and act on additional information that may come to its attention from any source.

- H. Discrepancies, Errors and Omissions:** Any discrepancies, errors, omissions, or ambiguities in this RFP or the requirements / guidelines or addenda (if any) stated herein should be reported to KUB. At KUB's option, a written addendum may be issued and the addendum will be incorporated in the RFP and will become part of the Contract Documents. KUB will not be responsible for or bound by any oral instructions, clarifications or other communications and no such oral communication may be relied on by any Proposer.
- I. Cancellation:** KUB reserves the right to cancel the agreement without cost or penalty to KUB, if, in KUB's opinion, there is a failure at any time by the Contractor to adequately perform the Agreement, or if there is any attempt to willfully impose upon KUB service workmanship which is, in the opinion of KUB, of an unacceptable quality or time requirements. Cancellation of the Agreement shall not impair any rights or claim of KUB to damages for the breach of any covenants of the Agreement by the successful proposer.
- J. General:** KUB recognizes that the highest price Proposal does not necessarily indicate the best Proposal in terms of capabilities, quality or service. As a result, the selection of a Proposer to which the contract will be awarded will be determined on the basis of which Proposal is in the best interest of KUB based on the factors described in the Proposal Evaluation (Section V.) of this RFP. KUB reserves the right to reject any or all Proposals, to waive technicalities or informalities and to accept any proposal determined to be in the best interest of KUB. KUB will not be responsible for misinterpretations that are caused by failure of a Proposer to follow the RFP format or to give proper and specific references when citing referenced material. The selection criteria are described in the RFP. KUB reserves the right, in its discretion and without incurring any liability to any Proposer, to modify or terminate this RFP at any time prior to the execution of a definitive

contract, and to accept or reject any Proposal for any reason.

- K. Documents:** Each Proposal must include the following documents 1) A fully completed Proposal, including any KUB data sheets or addenda, 2) A signed Exceptions document to Instructions, Terms, and Conditions, attached to Proposal. .
- L. Communication:** KUB reserves the right to communicate with the Proposers, individually or collectively, formally or informally. KUB requires that questions and other communications concerning the RFP be submitted to KUB only in writing and must be directed to the appropriate person identified on this RFP cover sheet.
- M. Response Times:** Response times will be made as described in the RFP. Failure to respond to as specified and in accordance with the Proposal submitted, including promised lead times, will constitute sufficient grounds for cancellation of the contract, and KUB shall incur no cost or penalty for cancellation. All Proposals must include all applicable transportation, service charges, sales and use taxes, assembly, and all other applicable charges.
- N. Minimum Performance:** The services in accordance with this RFP (including optional items selected by KUB) shall be fully in compliance with all federal, state, and local laws, rules, and regulations.
- O. Guarantee:** In making a Proposal, each Proposer certifies that it is fully aware of the conditions of service and that its offer will meet these requirements of service and purpose to the satisfaction of KUB. Proposer warrants and guarantees to KUB all services and products to be provided and that work and products will be of good quality, and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective by KUB.
- P. Insurance Requirements:**
- Proposer's Insurance:** The successful Proposer shall provide KUB with the types and amounts of insurance coverage that the Proposer maintains in its RFP response. The insurance coverage required by KUB for this project will be mutually agreed upon by KUB and the Proposer before a contract is signed. The successful Proposer shall not allow any subcontractor to commence service on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers approved and admitted to do business in Tennessee. KUB shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name KUB as an additional insured as respects commercial general liability and business automobile liability. The successful Proposer shall provide KUB a thirty (30) day cancellation notice in the event any insurance required by fair agreement is canceled.
- Employer's Liability Insurance:** The successful Proposer shall secure and maintain during the term of the Agreement if applicable, Employer's Liability Insurance.
- Worker's Compensation Insurance:** The successful Proposer shall secure and maintain during the term of the Agreement if applicable, worker's compensation insurance for all of their employees connected with the work on

this project and, in case any work is sublet, shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the successful Proposer. Such insurance shall comply fully with Tennessee Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the successful Proposer shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to KUB, for protection of their employees not otherwise protected.

- Q. Indemnification Rider:** The successful Proposer agrees to indemnify and hold harmless KUB, its agents, or employees from and against all loss or expense (including cost and attorney's fees) by reason of liability for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or damage to property, including loss of use thereof, arising out of or in consequences of the performance under the Agreement to be entered into whether such injuries to persons or damage to property is due or claimed to be done due to the negligence of the Proposer, his/her subcontractor, KUB, their agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of KUB. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under this section or under any other portion of the contract. Proposers regulated by the Tennessee Regulatory Authority or other regulatory authority are required to respond by stating what provisions of their tariff satisfy the requirements of this paragraph.
- R. Taxes:** All taxes of any nature arising out of or in connection with the work above shall be the responsibility of the successful Proposer.
- S. Nondiscrimination:** KUB is an equal opportunity employer and as such requires that its suppliers not discriminate on the basis of race, color, sex, religion, or ethnic origin. Submitting a RFP constitutes Proposer's acknowledgement of this provision. KUB encourages the use of small business, minority, and women owned business enterprises.
- T. Title VI:** Proposer shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin ("Title VI"). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of the proposal. The proposer if awarded the proposal shall upon request, show proof of such nondiscrimination.
- U. Damages:** The proposer will be responsible for any damages to property of KUB or others caused by it, its employees, or sub-suppliers, and will replace and make good such damages to the satisfaction of KUB.
- V. Choice of Law:** This proposal and any subsequent contract or agreement related to this proposal shall be governed by and construed with the Laws of the State of Tennessee.



- W. Statutory Disqualification:** By submitting a proposal the proposer represents that neither it nor any of its officers, directors, shareholders, members or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state, or federal criminal violation in connection with a contract let by the State of Tennessee or any other state or any political subdivision of the State of Tennessee.
- X. Conflict of Interest:** By submitting a proposal, proposer represents that no commissioner or officer of KUB or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for KUB has a “direct interest” in the proposer or in the work which is subject to this proposal.
- Y. "Right to Know Law":** Manufacturers and Distributors that are regulated by and complying with the provisions of the OSHA hazard communication standard must provide KUB a material data safety sheet (MSDS) for any element, chemical, or mixture that presents a physical hazard or a health hazard as defined by the OSHA standard or any hazardous substance. The data sheet must be provided to KUB at the time of delivery. Manufacturers and Distributors must insure that each container of hazardous chemical delivered to KUB be properly labeled, tagged, or marked in accordance with OSHA standards. Labels and other forms of warning for each incoming hazardous chemical will be inspected for compliance with the standard.
- Z. Copyright, Trademark, Service Mark, or Patent Infringement:**
- a.** Proposer shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against KUB to the extent that it is based on a claim that the products or services furnished infringe a copyright, trademark, service mark, or patent. Proposer shall further indemnify and hold harmless KUB against any award of damages and costs made against KUB by a final judgment or a court of last resort in any such suit.
  - b.** If the products or services furnished under this proposal or contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Proposer’s obligation to satisfy the final award, Proposer may at its option and expense:
    - i. Procure for KUB the right to continue using the product or service
    - ii. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactorily to KUB, so that they become non-infringing.
    - iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto. Provided, however, that Proposer will not exercise options b.i., or b.ii. when they are impractical.
- AA. Ownership of Intellectual Property:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and KUB shall be considered the creator of such Intellectual Property. KUB shall own the entire right, title and interest to the

Intellectual Property throughout the world. Contractor shall notify KUB, within thirty (30) days, of the creation of any Intellectual Property by its or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in KUB and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than KUB. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not KUB without the express written authorization of KUB.

- BB. Property of KUB:** Any materials, including reports, computer programs, and other deliverables created under the Contract Documents are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without the prior written consent of KUB.
- CC. Force Majeure:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, flood, earthquake, embargo, civil disturbance, acts of terrorism, governmental regulation, or causes similar nature beyond its control.
- DD. Possession of Weapons:** All Proposers vendors, suppliers, and service providers and their employees, agents, or subcontractors are prohibited from possessing any weapons on KUB property.
- EE. Search:** All persons, packages, and vehicles on KUB property are subject to being searched. Routine unannounced searches by KUB may be conducted. Refusal to submit to random searches will be grounds for removal from KUB property and prohibited access in the future. All vehicles leaving the KUB facilities are subject to being searched.
- FF. Traffic:** Traffic regulations are to be observed at all times.
- GG. All material must be new, and not refurbished, remanufactured, or repackaged.**

*End of RFP*

## **Attachment A**

### **Exceptions to Terms and Conditions**

The Vendor hereby declares that the following list states any and all variations from and

exception to the requirements of the Terms and Conditions and that, otherwise, it is the intent of the Vendor that the materials and services work be performed in strict accordance with the bid. The Vendor acknowledges that the listing of any exception, which is unacceptable to KUB, will have the effect of voiding the bid.

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The Vendor hereby accepts the Terms and Conditions described herein except for the list of exceptions described immediately above.

Date:

Signed:

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Title:

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