

NOTICE TO CONSULTANT ENGINEERS REGARDING A REQUEST FOR QUALIFICATIONS AND LETTERS OF INTEREST

May 13, 2026

The City of Knoxville, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of a professional consultant engineering firm to provide construction engineering and inspection (CEI) services for the Northwest Greenway Connector Phase II Project. The professional consultant engineering firm must be on TDOT's pre-approved list or have a completed pre-qualification form filed with TDOT by the deadline for the Letters of Interest. The prequalified firm must have unlimited status.

Project Description

This project involves the construction of a new greenway along the west side of Third Creek Road between Western Avenue and Middlebrook Pike. This greenway project includes a new railroad crossing, related drainage improvements, and some retaining walls to support the greenway adjacent to Third Creek.

Required Scope of Services

The scope of work will include construction inspections, erosion prevention and sediment control inspections, utility coordination services, materials testing, and administrative assistance. This project is funded in part by TDOT funds and as such, all construction engineering and inspection (CEI) services will need to meet all TDOT CEI requirements.

Schedule for Evaluation

- Question deadline: Prospective respondents may submit questions no later than June 3, 2026 at 4:30 p.m. Eastern Time. All questions must be e-mailed to the Assistant Purchasing Agent, James McKeehan at jmckeehan@knoxvilletn.gov
- Letters of Interest for Phase I due on June 10, 2026 at 11:00 a.m. eastern time
- Short list of 3 firms selected by June 24, 2026
- Phase II proposals due on July 8, 2026 at 11:00 a.m. eastern time
- Final selection of highest ranked firm July 22, 2026

Firms may request consideration by submitting a letter of interest along with qualifications by one of the two options below. All letters of interest must be received by the City of Knoxville on or before 11:00:00 Eastern Time Wednesday, June 10, 2026. The letter of interest and qualifications shall indicate the scope of services to be completed by any sub-consultants.

Each letter of interest must be submitted as follows:

Option 1 - Electronic Submission Procedures. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor
(Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.)

To register as a vendor:

Visit the website at www.knoxvilletn.gov/purchasing

Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration.

Note: You will be asked for a PIN. This PIN will be emailed to you and may have been sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed.

Step Two:

Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on June 10, 2026.

To submit electronic file:

Visit the procurement website at www.knoxvilletn.gov/bids

Click "LOI – Northwest Greenway Phase II CEI"

Click "Submit LOI" (red button located at top of screen)

Follow the prompts to upload and submit electronic file.

Submit your Letter of Interest

Files **MUST** use the following naming convention and be named as the firm's name followed by the title of the project, followed by Letters of Interest.

Example: ABC Company – Northwest Greenway Phase II - Letters of Interest.pdf

Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents.

Option 2 - The City requires a submittal of two (2) printed copies of each Letter of Interest and qualifications and one (1) electronic copy on CD format. Each LOI must be submitted in a sealed envelope, addressed to the Purchasing Division for the City of Knoxville; Room 667-674, City County Building; 400 Main Street; Knoxville, TN 37902, Attn: James McKeehan. Label outside of envelope with project name: Northwest Greenway Phase II CEI. If forwarded by mail, the sealed envelope containing the LOI must be enclosed in another envelope addressed to the Owner.

Phase I Evaluation

For Phase I evaluations firms shall submit letters of interest with firm contact information including name, address and e-mail of primary contact. The LOI's shall be limited to a maximum of five (5), single-sided pages, with a minimum font size of 10. The letters of interest shall also include:

- Work experience in the required disciplines with the City, TDOT and other clients.
- Experience of proposed team assigned to the project in the required disciplines
- Relevant licensures and certifications
- TDOT prequalification status
- Submission Forms (In addition to the five-page limitation):
 - Iran Divestment Act Certification of Noninclusion
 - DBE Program – Subcontractor Consultant Form

From the letters of interest, the City of Knoxville will select three (3) qualified firms to submit Phase II qualifications. From this list the top ranked consultant will be selected.

Phase II Evaluation

The City of Knoxville will evaluate the firms on the following criteria (relative weight):

- **Firms Qualifications and Experience on Similar Contracts.** The firm(s) involved should be able to cite projects of similar scope and size that have been successfully completed, and that have involved team members identified in the submittal in order to demonstrate success in project management. This includes evidence of good communication with all involved parties, a record of working successfully with clients and regulatory agencies, including permitting, use of creative problem solving, and the ability to manage staff, budgets, and timelines in order to meet project goals and minimize the necessity for project change orders (30%).
- **Project Approach/Methodology.** Describe in detail how this project will be approached. Describe any innovative or progressive approach that would be used in this project. Clearly show why the firm(s) should be superior to other proposing firms in the delivery of the scope of services (25%).
- **Key Project Personal Qualifications & Experience.** Respondents should clearly identify the principal-in-charge and include in that person's qualifications a description of project management expertise. Additionally, the names of persons, their respective titles/roles, vitae, and dedication of time should be provided for any team member playing a significant role in the project (25%).
- **Firms Availability.** List location of key staff and their ability to meet with City personnel or conduct site visits as required (20%).

The consultant evaluation committee holds the ability to conduct interviews based on scoring as Phase III Evaluation.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by City of Knoxville.

Prequalification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at this internet address <https://www.tn.gov/tdot/business-redirect/consultantinfo/consultantinfo-forms.html>. For information on prequalification, please contact Christine Smotherman at (615)741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by City of Knoxville. For information on DBE certification, please contact David Neese at (615)741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: <https://www.tn.gov/tdot/civil-rights/small-business-development-program.html>.

Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

- 7.1 Contract Documents:** The contract shall consist of (1) the LOI; (2) the qualifications submitted by the contractor to this LOI; and (3) the contract. In the event of a discrepancy between the contract, the LOI and the submitted qualifications, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.
- 7.2 Administration:** The contract will be administered by the City of Knoxville's Engineering Department.
- 7.3 Invoices:** Invoices for services will be submitted to the City in accordance with the contract terms.
- 7.4 Independent Contractor:** 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.
- 7.5 Assignment:** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 7.6 Licenses:** 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. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

7.7 Insurance: 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 \$2,000,000 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. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
- (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.
- D. Professional Liability** (including Errors & Omissions). Contractor shall maintain professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this Agreement with limits equal to the general liability requirement but no less than \$2,000,000. Coverage for contingent bodily injury and property damage should be included or endorsed onto the policy.
- E. Other Insurance Requirements:**

Contractor shall:

- 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. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 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.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, 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.

- 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.
- Large Deductibles/Self-Insured Retentions: 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 ability as determined by the City.
- Waiver of Subrogation Required: 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. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement: All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

7.8 Ethical Standards: 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, the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048 - Conflict of Interest:

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.

B. Section 2-1049 - Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City:

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.

C. Section 2-1050 - Gratuities and Kickbacks Prohibited:

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 under this section.

Kickbacks: It is unlawful for any payment, 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.

D. Section 2-1051 - Covenant Relating to Contingent Fees:

- (a) Representation of Contractor: 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.

(b) Intentional Violation Unlawful: The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052 - Restrictions on Employment of Present and Former City Employees:

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

7.9 Cooperative Procurement with Other Jurisdictions: Other federal, state, county, and local government entities may utilize the terms and conditions established by the Contract if agreeable to all parties. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

7.10 Non-Boycott of Israel. All bidders are required to submit an affidavit with their bid/proposal stating that the Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award.

7.11 Due to the successful proposer's likelihood of working in close proximity to children and adolescents, all proposers are required to submit an affidavit with their proposal stating that they agree not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children, or violent crimes to participate in this Agreement. Failure by the proposer to comply with this requirement is grounds for immediate termination of the Agreement. Proposers are required to submit this affidavit with their proposal and failure to do so may be considered grounds for rejection of the proposal. Said affidavit is contained within this LOI for proposer's use.

7.12 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict

of laws provisions. The venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

7.13 Federal, State, and Local Requirements: Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

7.14 Safety and Protection: The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues and for assuring compliance as required by the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), and any other Regulatory Agency for the service.

The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA, and AHERA.

Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

7.15 EEO/AA: The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

- A. Bidders must comply with all Presidential Executive Orders in effect which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
- B. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

C. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.

7.16 Firms shall give consideration to: The use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

7.17 Subcontracts to the Agreement: Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

7.18 Amendments: This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

7.19 Captions: The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

7.20 Severability: If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

7.21 No Benefit for Third Parties: The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

7.22 Non-Reliance of Parties: Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

7.23 Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus

a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

7.24 Funding: The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

7.25 Indemnification and Hold Harmless: 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. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

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.

7.26 Termination: 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, 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.

7.27 By submitting a response to this solicitation, the submitting entity agrees to all terms and conditions established in this LOI, including its contract requirements. Additionally, the submitting entity certifies receipt of, and compliance with, all submission affidavits and certifications.

Submission Affidavits and Certifications

We _____
(Bidder/Proposer Company Name)

do certify that on the

(Solicitation Title/Project Name)

we are in receipt of the following checked items and do hereby certify or affirm as follows:

NON-COLLUSION AFFIDAVIT

- (1) Submitted proposal is genuine and is not a collusive or sham proposal;
- (2) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signatory, 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 proposed price or the proposed 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
- (3) The scope 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 signatory.

NO CONTACT/NO ADVOCACY AFFIDAVIT

1. **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 Agent (Penny Owens) or the listed point of contact. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction
2. **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, the Engineering Department, or any other City staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "No advocating" policies may be subject to having their proposal rejected from consideration.

IRAN DIVESTMENT ACT

CERTIFICATION OF NONINCLUSION

Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/public-information-library/iran-divestment-act-list-of-entities-10.15.24.pdf>

By submission of this form, the proposer certifies that the above-named firm, under penalty of perjury to the best of its knowledge and belief, and any proposed suppliers are not on the list created pursuant to § 12-12-106.

NON-BOYCOTT OF ISRAEL

For submissions with a total cost of \$250,000 or greater, the Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award.

CHILD CRIME AFFIDAVIT

The proposer agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the proposer to comply with this requirement is grounds for immediate termination of the Agreement.

SUBCONTRACTOR/CONSULTANT STATEMENT

Please select one of the following options:

Option A

We intend to subcontract the following percentage of work to the listed subcontractors:

Total Estimated Percentage of Subcontractor Services:

Subcontractor List and Utilization			
Description of Work/Project	Percentage	Company Name	Contact Name & Email Address

Option B

We intend to **self-perform** 100% of the work required for the contract.

Acknowledgement of Submission Affidavits and Certifications:

The affidavits and submission forms above do not require notarization, but any Bidder/Proposer is certifying receipt and acknowledgement of each clause in the [Submission Affidavits and Certifications](#) section above by submitting a bid/proposal.

_____ (Bidder must initial)