



# CITY OF KNOXVILLE

## REQUEST FOR PROPOSALS

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### **Disparity Study**

**Proposals to be Received by 11:00:00 a.m., Eastern Time  
October 8, 2021**

Submit Proposals to:  
City of Knoxville  
Office of the Purchasing Division  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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# Disparity Study

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# City of Knoxville Request for Proposals

## Disparity Study

### I. Statement of Intent

The City of Knoxville is requesting submissions of proposals from responsible firms, qualified and experienced in conducting Minority and Women Owned Business Enterprise (M/WBE), Small Business Enterprise (SBE), Service Disabled Veteran Owned Business Enterprise (SDVOBE), and Persons with Disabilities Business Enterprise (PDBE) disparity studies. The selected consultant will conduct a M/W/S/SDV/PDBE disparity study consistent with constitutional mandates, governing law, and M/W/S/SDV/PDBE best practices.

### II. RFP Time Line

Availability of RFP ..... September 14, 2021

Deadline for questions to be submitted in writing to the  
Purchasing Division ..... September 29, 2021

**Proposals Due Date ..... October 8, 2021**

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

### III. Background

Located in the eastern region of the state of Tennessee on the Tennessee River, Knoxville is the third largest city in the state with a population of 190,740. Knoxville is the principal city of the Knoxville Metropolitan Statistical Area, which had an estimated population of 869,046 in 2019.

The City provides the community with a wide variety of services which include: police and fire protection, 3-1-1 services, animal care and control, solid waste services, storm water services, streets, traffic, and transit services, parks and recreation, special events, and a variety of social services. In addition, these services include economic development activities, growth management efforts, construction quality monitoring, and strategic planning.

Serving as the home of the University of Tennessee and sitting in the back yard of the Oak Ridge National Security complex, the City enjoys a robust economy and was named as one of the top cities to be recession-proof in 2019. Despite the economic success and low cost of living, Knoxville has a poverty rate of around 25% for all residents and 42% for black residents.

The City of Knoxville's Purchasing Division is responsible for oversight of all purchases for the City and Knoxville Area Transit (KAT), with an average annual spend of \$115M. The City is committed to ensuring that minority-, woman-, small, service disabled veteran, and persons with disabilities business enterprises (M/W/S/SDV/PDBE) have opportunities to compete for and participate in the City's procurement of goods and services, professional services contracts, and construction contracts. The City uses the State of

Tennessee's definitions for each category, which can be found in the State of Tennessee Code Annotated §12-3-1102.

The City has worked for 20 years to establish and grow a Diverse Business Enterprise (DBE) program. Derived from the last disparity study results provided in 1998, the City established the Small Business Specialist role in 2001 within the Finance Department's Purchasing Division with a focus on increasing the percentage of contracts and purchases awarded to MBEs, WBEs, and SBEs through the development and management of a DBE program. Over the years, the program established aspirational spend goals, initially with one goal for all DBEs and now with separate goals for MBEs, WBEs, and SBEs. The City further expanded these efforts by adding another FTE in 2016, hiring an Assistant Purchasing Agent to manage the existing Small Business and Diversity Outreach Office (SBDOO) to pursue even more opportunity for DBEs.

As a result of that initial disparity study in 1998 and continuous improvement to the DBE program, the City's current SBDOO efforts include, but are not limited to, the following:

- Targeted email or phone advertising about upcoming opportunities and events
- Attendance at pre-bid meetings
- Attendance at and hosting outreach events geared to assist DBEs
- Social media posts on Facebook and Twitter
- Quarterly newsletter containing information on both upcoming opportunities and recently awarded contracts
- Assistance to new DBE firms with guidance on how to do business with the City and how to complete bid documents
- Hosting an annual Business Opportunities Breakfast to provide DBEs the opportunity to hear the upcoming projects for the next FY and network with department representatives
- Co-Chair the annual East Tennessee Purchasing Association (ETPA) Diversity Business Expo providing the opportunity for DBEs to network with those department staff from multiple local agencies, including the City, who make small purchases under \$5,000
- Host an annual DBE Awards Program, providing recognition to notable DBE efforts in the previous FY
- Chair the ETPA Diversity Business Alliance which is a group of procurement officials from the City of Knoxville, Knox County, Blount County, the University of Tennessee, Knoxville's Community Development Corporation, and the Public Building Authority who collaborate on efforts for DBE outreach
- Collection and analyzation of DBE spend metrics
- Annual meetings with department Directors to discuss their current DBE spend and set goals for the next year
- An increase over the past 5 years of our MBE spend from 1.97% in FY16 to 5.71% in FY20
- Establishment of a Diversity Business Advisory Committee (DBAC), an 11 member committee comprised of representatives from the Knoxville business community

In addition to the existing efforts of the SBDOO, the City desires a comprehensive disparity study to assess the level of M/W/S/SDV/PDBE participation to adequately identify additional recommendations to improve the program and increase the M/W/S/SDV/PDBE participation in City expenditures.

#### **IV. General Conditions**

- 4.1.** The following data is intended to form the basis for submission of proposals to provide Disparity Study services for the City of Knoxville.
- 4.2.** This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

- 4.3. All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.
- 4.4. To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected firm.
- 4.5. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Purchasing Agent, Penny Owens, by the close of the business day on September 29, 2021.** Questions can be submitted by letter, fax (865-215-2277), or email to [powens@knoxvilletn.gov](mailto:powens@knoxvilletn.gov). The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.
- 4.6. The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.
- 4.7. Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
- 4.8. Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.
- 4.9. All expenses for making a submission of proposal shall be borne by the submitting entity.
- 4.10. Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**
- 4.11. Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Proposals from un-registered proposers may be rejected.**

- 4.12. NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).
- 4.13. INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
  - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

## V. Scope of Service

The City of Knoxville is seeking proposals from responsible firms to provide services for a comprehensive disparity study. Disparity Studies are the primary means by which municipalities determine whether there is legal justification for the establishment, continuation or modification of programs designed to promote the full and fair participation of minority, woman, small, service disabled veteran, and persons with disabilities business enterprises (M/W/S/SDV/PDBE) in government contracting.

The City is committed to ensuring that M/W/S/SDV/PDBEs have opportunities to compete for and participate in the City's procurement of goods and services, professional services contracts, and construction contracts. The City seeks a Contractor to perform a comprehensive study to determine whether a statistical disparity exists in the utilization of M/W/S/SDV/PDBEs in the City's contracting and procurement activities based on five years (FY2017 - FY2021) of historical data.

The City wishes to engage a consulting firm with a proven track record of performing business and workforce disparity studies, which have resulted in meaningful, legally irrefutable analysis and information, backed by documented, relevant statistical data.

The disparity study shall be broken into two phases. The results of Phase I will determine the performance of Phase II.

- 5.1.** The Contractor, at a minimum, must achieve and maintain the performance outcomes and produce deliverables as listed herein, consistent with performance standards agreed to by the City through the contract resulting from this RFP.
- 5.2.** In Phase I, the Contractor shall:
- 5.2.1. Conduct a detailed examination of the laws, procurement policies and procedures, and M/W/S/SDV/PDBE policies that govern the City's procurement programs. The Contractor shall include in its review, a summary of its understanding of the U.S. Supreme Court case, the City of Richmond v. J.A. Croson, 488 U.S. 469 (1989), Adarand Constructors, Inc. v. Peña, Secretary of Transportation, et al. 515 U.S. 200 (1995), and West Tennessee Chapter of Associated Builders and Contractors, Inc. v. City of Memphis, 302 F.Supp.2d 860 (2004) and all subsequent applicable judicial findings and the elements that are addressed in a disparity study in order to be consistent with Croson and related law, integrating these relevant legal standards into methodological requirements;
  - 5.2.2. Determine if the definition used by the City for M/W/S/SDV/PDBEs is adequate or requires modification;
  - 5.2.3. Define the relevant geographic market for assessing the availability of M/W/S/SDV/PDBEs that might participate in City contracts;

- 5.2.4. Determine the availability of M/W/S/SDV/PDBEs ready, willing, and able to perform (by group) in the relevant market area for the statistical sampling of categories of goods and services, professional services, and construction procured by the City as either prime contractors or subcontractors. While analyzing availability, the Contractor shall precisely define its measure of availability and explain how such availability was calculated.
  - 5.2.5. Analyze the contracting and procurement data for the study period (FY2017 – FY2021; July 1, 2016 thru June 30, 2021) for the City and calculate the share of awards to M/W/S/SDV/PDBEs for a statistically significant and legally defensible disparity study.
  - 5.2.6. Review the effect, if any, of the City's current insurance and bonding requirements on the ability for M/W/S/SDV/PDBEs to compete for business.
  - 5.2.7. Determine if the City's use of electronic solicitations or the solicitation process adversely affects M/W/S/SDV/PDBEs ability to participate in City solicitations.
  - 5.2.8. Devise a disparity model and using such model, identify any disparity existing between the City's utilization of M/W/S/SDV/PDBEs and their availability in the identified market area. The disparity model shall be created by using appropriate statistical methodology that can withstand a legal challenge and will be a model consistent with the standards established by *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) and subsequent cases applying this case (collectively, "*Croson*"). If a disparity is found to exist, the relevance and significance of such disparity will be documented and explained through statistical analysis consistent with *Croson*, comparing the utilization of M/W/S/SDV/PDBEs in City procurements with the availability of such firms in the defined market area for each group. The Study shall include an explanation of the methods and practices to be employed by the City to comply with such legal requirements and shall also specifically address:
    - 5.2.8.1. The application of the strict scrutiny standard of review for race-conscious remedies and the intermediate scrutiny standard of review for gender-conscious remedies;
    - 5.2.8.2. The method(s) by which identifiable past discrimination against M/W/S/SDV/PDBEs directly related to the City's contracts can be determined;
    - 5.2.8.3. Analysis of any available judicial or administrative public hearing transcripts, summaries, or findings as to allegations of commercial past discrimination made against contractors, subcontractors, vendors, consultants, and Tennessee political subdivisions, including the City of Knoxville;
    - 5.2.8.4. Proposers are encouraged to propose additional tasks or activities to be included in the study if they will substantially explain, justify, or improve the results of the study. These suggestions should be itemized and separated from the required items on the cost proposal.
- 5.3.** Should the work in Phase I reveal no statistically significant disparity, the contractor shall still recommend race neutral activities the City can undertake to improve or modify its contracting and procurement processes to the extent necessary to ensure that all businesses have a fair and adequate opportunity to participate in the contracting and procurement process for City-funded contracts. The Contractor will not proceed with Phase II of the Contract.
- 5.4.** If work completed in Phase I reveals a statistically significant disparity consistent with *Croson*, in Phase II the Contractor shall:
- 5.4.1. Conduct an in-depth review of the City's purchasing policies and procedures to determine whether any of the City's policies, procedures or practices discriminate or have a discriminatory effect based on race, ethnicity, or gender in the awarding of purchases to vendors and incidentally further existing disparities.
  - 5.4.2. Determine the extent to which any identified disparities by the City are attributable to past discrimination. This will include identifying, collecting, and evaluating any and all relevant evidence (statistical, historical, sociological, and anecdotal). It will also require documenting and analyzing factors or variables that may have impeded the formation, growth, availability, or utilization of M/W/S/SDV/PDBEs and that may have directly been affected by the effects of past discrimination or by ongoing discriminatory practices against M/W/S/SDV/PDBEs within the City's defined market area. This analysis shall determine if

discrimination in the public or private sector has had an adverse effect on the ability of M/W/S/SDV/PDBEs to compete successfully in the City's procurement process.

- 5.4.3. Recommend programs to remedy the effects of any past discrimination identified, and to reduce or eliminate any other marketplace barriers that adversely affect the contract participation of M/W/S/SDV/PDBEs.
- 5.4.4. Identify and provide a record and analysis of any specific anecdotal instances of past discrimination and/or patterns and practices of the City in the procurement of goods and services. The Contractor will hold interviews/public meetings with current and former M/W/S/SDV/PDBE owners and professionals, City agency officials, members of the City's Diversity Business Advisory Committee, others who offer commodities/services, and those in the construction/A&E industries. Investigate, where possible, to determine if the anecdote is in fact the result of past discrimination or has another cause, unrelated to the race or sex of the vendor.
- 5.4.5. Perform a regression analysis to determine the extent to which identified disparities may be attributable to various factors including race, gender, and other factors that appear to be neutral (for example, length of time in business and size of firm).
- 5.4.6. If past discrimination is identified, determine to what extent each respective group has been subjected to discrimination in the awarding of City business.
- 5.4.7. Identify and evaluate the effectiveness of any race/gender neutral initiatives that have been used by the City in eliminating past discrimination and/or increasing M/W/S/SDV/PDBE participation in public procurement. Determine also the availability of race/gender neutral alternatives available to the City and assess the potential effectiveness of such programs in eliminating the effects of any identified discrimination against race/gender neutral initiatives already in use by the City.
- 5.4.8. Make recommendations for activities to remedy the effects of any disparities identified, and to reduce or eliminate any other marketplace barriers that adversely affect the procurement participation of such M/W/S/SDV/PDBEs. Also make recommendations on other activities the City can undertake to improve or modify its contracting and procurement processes to the extent necessary to facilitate the ability of all businesses (including M/W/S/SDV/PDBEs) to have a fair and adequate opportunity to participate in the City's procurement processes.
- 5.4.9. Determine basis and formula to apply for developing participation goals.

## **5.5. Reporting Requirements.**

- 5.5.1. At a minimum, monthly progress meetings between the City and the Contractor, to take place during normal business hours, Monday through Friday, excluding City holidays.
- 5.5.2. Copies of all research summary documents for Phase I shall be delivered to the City in an electronic format compatible with existing City software.
- 5.5.3. A draft final report for Phase I, describing in detail the Contractor's methodology and findings for Phase I, and containing all deliverables described in this RFP for Phase I.
- 5.5.4. A final report for Phase I that meets the foregoing requirements and addresses any deficiencies or concerns raised by the City regarding the draft Phase I final report.
- 5.5.5. Copies of all research summary documents for Phase I shall be delivered to the City in an electronic format compatible with existing City software.
- 5.5.6. A draft final report for Phase II, describing in detail the Contractor's methodology and findings for Phase II, and containing all deliverables described in this RFP for Phase II.
- 5.5.7. A final report for Phase II that meets the foregoing requirements and addresses any deficiencies or concerns raised by the City regarding the draft Phase II final report.
- 5.5.8. For each report, provide a clear, organized, and succinct executive summary which may be easily reference and used, and which provides adequate and useable detail regarding the contents of the full study.
- 5.5.9. Each document shall be (a) written in clear and concise language using consistent terms; (b) easy to understand; (c) organized in a logical manner; (d) fully illustrated with relevant examples; and (e) consistent with widely accepted methodology.



5.5.10. The Contractor shall provide all notes, work papers, records, data, and documentation that would be necessary in legally defending the study should it ever be challenge and in an electronic format that will permit future use of the data by the City.

**5.6. Communication Plan.** The Contractor shall participate with the City in required meetings and assist in providing project status updates as follows:

5.6.1. Participate meetings with Administration and Purchasing staff to include, but not be limited to, an initial kick-off meeting, status update meetings if requested, and a meeting to provide details at the end of both Phase I and Phase II.

5.6.2. If scheduled, participate in any City Council meetings regarding the disparity study.

5.6.3. Assist the City Purchasing staff with status updates for the website where we will track the status and keep the public abreast of the process. Work with the Communications staff as needed for website updates and press release information.

**5.7. Ancillary and Litigation Support Services.** The disparity study contractor shall agree to remain available for consultation and expert witness services to the City in the event of a legal challenge. The disparity study contractor shall provide to or on behalf of the City all testimony, evidence and litigation support necessary to defend the process and results of the disparity study produced by Proposer in court, in administrative hearings and in board and committee meetings. The hourly rate for such proposed consulting services shall be set forth in the Proposal. In the event that any court or board or commission determines or finds that all or any portion of the disparity study provided by Proposer is incorrect, insufficient, or unacceptable in any respect, the disparity study contractor shall be responsible to re-evaluate and correct the study consistent with the conclusions rendered by the court, commission or board and shall produce a revised study that will be acceptable in all respects.

**5.8. Milestones.** The City shall pay for all services and deliverables after successful completion and acceptance by the City. The following details the schedule of progress payments:

Mobilization and begin work:	10%
Phase I Research:	10%
Phase I Draft Report:	10%
Phase I Final Report:	20%

**If Phase II determined to be required:**

Phase II Research:	10%
Phase II Draft Report:	10%
Phase II Final Report and Completion of Communication Plan:	30%

## **VI. 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:

**6.1. Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

**6.2. Administration.** The contract will be administered by the City of Knoxville's Purchasing Division.

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

**6.4. 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.

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

**6.6. ADA Compliance.** 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.

**6.7. 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.

**6.8. 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.

**6.9. 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.

**6.9. 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.

- 6.11.** Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.
- 6.12.** Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.
- 6.13.** 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.
- 6.14.** Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.15. 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.

- 6.16. Funding.** The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
- 6.17. 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. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.
- 6.18. 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.
- 6.19. 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.
- 6.20. 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.
- 6.21. 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.
- 6.22. 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.
- 6.23. 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.
- 6.24. 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.
- 6.25. EEO/AA.** The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.
- 6.26.** By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

## VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

### 7.1. General

Submission forms and RFP documentation may be obtained on or after September 14, 2021, at no charge from:

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

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

### 7.2. Submission Information

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](http://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 be 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 and the City will accept no late submissions.

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 October 8, 2021. To submit electronic file: Visit the procurement website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids) Click "RFP - Disparity Study", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Disparity Study.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 - Hard Copy Submission Procedures: Proposals shall include one original and one electronic copy of the proposal (.pdf format on CD or USB drive only—mark the storage device with the company name); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed submissions; do not email your submission.

**IMPORTANT NOTE: The original hard copy submitted proposal must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals).** The signature must be entered above the typed or printed name and title of the



signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract. Proposals will be received until 11:00:00 a.m. (Eastern Time) on October 8, 2021. Each proposal must be submitted in a sealed envelope addressed to:

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

**IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “RFP – Disparity Study.”**

Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

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

### 7.3. Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

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

1. Title Page
2. Table of Contents
3. Submission Forms:
  - A. [Form S-1](#)
  - B. [Non-Collusion Affidavit](#)
  - C. [No Contact/No Advocacy Affidavit](#)
  - D. [Iran Investment Act Certification of Noninclusion](#)
  - E. [Diversity Business Enterprise Program Form](#)
  - F. [Exceptions to Terms and Conditions](#)
4. Body of Proposal: Information which submitting entity wishes to include in addition to the following:
  - a. Section 1: Management Summary – provide information indicating the underlying philosophy of your firm in providing the service.
  - b. Section 2: Scope of Service – provide detail on how the service will be provided, including:
    - i. Detail regarding the legal basis for the methodology to be used in conducting the study and the legal qualifications of the individuals making this assessment;
    - ii. Detail regarding the methodology for determining relevant market are to be used in the study;
    - iii. Detail regarding proposed timeline for project completion;
    - iv. Include a list of the data you will require the City provide and the desired format.
  - c. Section 3: Detailed project approach, including major tasks that shall be provided.
  - d. Section 4: Corporate Experience and Capacity – provide information to document your

- firm's and subcontractor's qualifications to produce the required outcomes, including the ability, capacity, skill, financial strength, and number of years of experience in providing the required services.
- e. Section 5: Challenges/Litigation – Provide a list of any challenges to past studies provided, if litigation was required, and the outcome. Include a list of all state and federal court cases participated in as a result of the firm's or project team member's research or consultation in disparity studies and availability and utilization studies. Describe any relationship, association, affiliation or involvement, formal or informal, financial or otherwise, that your firm, its principals or key personnel may have that could in any way constitute an actual or potential conflict of interest or that could create an allegation of bias or conflict of interest involving the City of Knoxville, Describe any challenges and problems the proposer anticipates regarding the disparity study and the proposed manner of addressing such challenges and problems.
  - f. Section 6: Key Personnel – Provide information regarding the contract team proposed for this project and include the role to be played by each member, include resumes for all members, and include relevant experience on similar or larger size projects for the work they will provide.
  - g. Section 7: References – Provide a list of no less than five (5) client references that have received comparable and satisfactory services from the proposer within the past five (5) years. Please include the following for each:
    - i. Client name
    - ii. Contact name with email address and phone number
    - iii. Completion date of the study
    - iv. Details
  - h. Section 8: Firm Fixed Price Proposal – Provide a cost proposal, inclusive of all costs and broken down by phase and task, and include the following:
    - i. Hourly rates should the City determine the requirement for additional services.
    - ii. A breakdown of Travel and per diem included in the cost proposal with anticipated number of trips required.

[NOTE: All required submission forms may be found in or attached to this solicitation document.](#)

#### **7.4. Evaluation of Proposals**

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the “most responsive firm,” the City may elect to negotiate with the next best and most responsive firm or team.

### **VIII. Evaluation Criteria**

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

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

- 1. Approach/Proposed Timeline – 30 points**
- 2. Price Proposal – 25 points**
- 3. Success of previous studies – 15 points**
- 4. Qualifications/Experience of Firm – 15 points.**
- 5. Qualifications/Experience of Key Personnel – 15 points**

## Submission Forms



# CITY OF KNOXVILLE

## REQUEST FOR PROPOSALS

### Disparity Study

### Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; October 8, 2021; in Room 667-674, City/County Building; Knoxville, Tennessee.

**IMPORTANT:** All submissions of proposals shall comply with the instructions found in [Section 7, Instructions to Submitting Entities](#). These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation; **do not email your submission.**

Please complete the following:

Legal Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

**Non-Collusion Affidavit of Prime Bidder**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Bid;
- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, 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; and
- 5. The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

## No Contact/No Advocacy Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of

\_\_\_\_\_,

the Proposer that has submitted the attached Proposal;

- (2) The Proposer \_\_\_\_\_ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

- a) **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 Penny Owens. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- b) **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 Purchasing Division 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.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

## Iran Divestment Act

Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable 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/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_



## Diversity Business Enterprise Program (DBE) Program

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2021 goal is to conduct 5.35% of its business with minority owned businesses, 9.5% of its business with women-owned businesses, and 38.4% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

### CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

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

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the  
(Bidder/Proposer Company Name)

\_\_\_\_\_  
(Project Name)

\$ \_\_\_\_\_

(Amount of Bid)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_.

Estimated Amount of Subcontracted Service

<b>Diversity Business Enterprise Utilization</b>			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

**Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

## Exceptions to Terms and Conditions

Applicants shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED. **INDEMNIFICATION LANGUAGE IS NOT NEGOTIABLE.**

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the City something significantly different than the City requested.

**INSTRUCTIONS:** Responders must explicitly list all exceptions to City terms and conditions. Reference the actual number of the City's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (Add additional pages if necessary.)

<b>Responder Name:</b>	
<b><u>Term &amp; Condition Number/Provision</u></b>	<b><u>Explanation of Exception</u></b>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as exceptions above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date