

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

October 13, 2024

The City of Knoxville, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of a qualified consultant team, with extensive experience in Vision Zero, Complete Streets, and the Safe Systems Approach to provide engineering services for the development of a comprehensive Speed Management Plan that will supplement the City's Vision Zero Action Plan. This project is Federally Funded by a FHWA Safe Streets for All (SS4A) grant. The project shall be accomplished in accordance with the City's documented procurement procedures and standards of the Code of Federal Regulations (2 CFR 200). Responsibilities of the professional consultant firm include, but are not limited to:

Required Scope of Services

- Develop a Speed Management Plan built around the knowledge that speed is a primary contributing factor in life-altering crashes. The purpose of this plan is to improve public health and safety by reducing the number of speeding related life-altering crashes.
- Review of the City's existing speed limit practices and development of new policies and organizational practices.
- Basic plan attributes should include, but not be limited to:
 - Data-driven based on crashes, roadway characteristics, roadway classification, roadway users, and land-use data
 - Setting appropriate & safe speed limits that prioritize the safety of all road users over moving the most vehicles
 - Institutionalize accepted best practices
 - Supportive enforcement efforts
 - Effective public outreach and awareness campaigns
 - Methods for achieving desired vehicle speeds with minimal construction
- Prioritized list of specific roadway segments and recommended method(s) of speed management
- The plan must address all key components for such plans as identified by the U.S. Department of Transportation, which include leadership commitment and goal setting, planning structure, safety analysis, engagement and collaboration, equity, policy and process changes, strategy and project selections and progress and transparency. Plan must be compliant with the 11th edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Estimated Schedule for Performance of Work

- Estimated start of project: January 2025
- Estimated completion of project: January 2026

Schedule for Evaluation

- Question deadline: Prospective respondents may submit questions no later than October 25, 2024 at 4:30 p.m. Eastern Time. All questions must be e-mailed to Penny Owens at powers@knoxvilletn.gov.
- Letters of Interest for Phase I due November 1, 2024 at 11:00 a.m. eastern time

- Short list of 3 firms selected by November 8, 2024
- Phase II proposals due on November 22, 2024 at 11:00 a.m. eastern time
- Final selection of highest ranked firm by December 6, 2024

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 on or before 11:00:00 Eastern Time Friday, November 1, 2024. 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 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 November 1, 2024

To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids

Click "**LOI – Speed Management Plan**"

Click "Submit LOI" (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- Speed Management Plan.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: Penny Owens. Label outside of envelope with project name: Speed Management Plan. 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.

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 railroad coordination, 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, appropriate State professional licensure, 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 if they deem further evaluation is required.

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.

THIS PROJECT IS FUNDED IN PART BY FEDERAL FHWA FUNDS. The City of Knoxville and their Contractor(s) are required to follow the guidance of 2 CFR part 200, as applicable for procurement of services related to the performance of this contract. The following clauses hereby become a part of the resulting contract and must also be included in any subsequent subcontracts.

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Age Discrimination Act of 1975. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.).

American Indian Religious Freedom Act. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the American Indian Religious Freedom Act (P.L. 95-341).

Americans with Disabilities Act. 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.

Civil Rights Act of 1964. Contractor must comply with the President's Executive Orders No.11246 and 11375 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.

Sanctions for Noncompliance. In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies; and/or
2. Cancelling, terminating, or suspending the contract, in whole or in part.

Clean Air Act, Clean Water Act, and Federal Water Pollution Control Act. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), the Clean Water Act (as amended – 33 U.S.C. 1344), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. The Contractor, if subcontracts are to be let, must take all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Debarment and Suspension.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or

6. Disqualified from participation in any federally assisted Award.
3. By signing and submitting its bid, proposal, or contract, the bidder, proposer, or contractor certifies as follows:
 1. The certification in this clause is a material representation of fact relied upon by the City of Knoxville. If it is later determined by the City of Knoxville that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Knoxville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder, proposer, or awardee agrees to comply with the requirements of 2 CFR pt. 180 and 2 CFR pt. 3000 while this offer is valid and throughout the contract period. The bidder, proposer, or contractor further agrees to include a provision requiring such compliance in its resulting subcontracts or subrecipient agreements.

Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Domestic preferences for procurements. To the greatest extent practicable under a Federal award, contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts or subawards. For the purposes of this clause,

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Trafficking in Persons. The Contractor agrees that it and its employees that participate in the federally funded contract award may not:

1. Engage in severe forms of trafficking in persons during the period of time that the contract and federal grant award are in effect;
2. Procure a commercial sex act during the period of time that the City's federal grant award is in effect; or
3. Use forced labor in the performance of the contract or subcontracts thereunder.

Federal Fair Labor Standards Act. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant the Federal Fair Labor Standards Act in 29 U.S.C. 201, et seq.

Information and Reports. The Contractor will provide all information and reports required by the City or FHWA thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such the grant requirements. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

Workplace Safety. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Contractor and subcontractors are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
 - a. Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - b. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – FIRST TIER PARTICIPANTS**

The Primary Participant/Contractor, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. If the primary participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT/CONTRACTOR _____ CERTIFIES OR
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON
OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801
ET. SEQ. ARE APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIER PARTICIPANTS
(This form is for Subcontracts estimated to cost \$25,000 or more – 2 CFR Parts 180 and 1200)**

The potential lower tier participant _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the potential lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name

Title

Applicant/Organization

Date Signed

CERTIFICATION OF FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Contractor certifies that it:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot so certify, the City of Knoxville will refer the matter to the Federal Transit Administration (FTA) and not enter into any Third Party Agreement with the Third Party Participant without the FTA's written approval .

The Contractor agrees to include this requirement down to all subcontractors participating in the award without regard to the value of any sub-agreement.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1)** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2)** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3)** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature

Title

Printed Name

Date

Submission Affidavits and Certifications

We _____
(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:

☒ **SUBCONTRACTOR/CONSULTANT STATEMENT**

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 **percentage** of the amount that we plan to pay is:

_____%.

Total Estimated Percentage of Subcontracted Service

| Diversity Business Enterprise Utilization (See Section 7.4 for Classifications) | | | |
|---|------------|---|--------------------------|
| Description of Work/Project | Percentage | Diverse Classification (MBE, WBE, SBE, SDVBE, PDBE) | 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.

☐ **Option C: Intent to self-perform work as a Diversity Business Enterprise.**

We intend to self-perform 100% of the work required for the contract as a Diversity Business Enterprise.

■ NON-COLLUSION AFFIDAVIT

- (1) Submitted qualifications is genuine and is not a collusive or sham submission;
- (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 a collusive or sham submission in connection with the contract or agreement for which the attached qualifications has been submitted or to refrain from submitting qualifications 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 submission 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 with any City of Knoxville representative concerning this Request for Qualifications 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 disqualification from this procurement transaction.
2. NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting qualifications for any part of this project, as well as those persons and/or companies representing submitting entities, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, 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 qualifications rejected from consideration.

□ DRUG-FREE WORKPLACE AFFIDAVIT

The submitting firm has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

■ CHILD CRIME AFFIDAVIT

The submitting firm 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.

■ 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 form, the submitting entity 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 submitting 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.

State of _____ **County of** _____

Proposer's Name: _____

being duly sworn, deposes, and says that:

They are a principal officer of _____, the firm submitting the attached qualifications, their title being _____, and has authority to affirm and/or certify the listed declarations.

Signed

Title

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

NOTARY PUBLIC

My Commission expires