



**REQUEST
FOR
PROPOSALS**

INFORMATION TECHNOLOGY SERVICES

FOR THE TOWN OF FARRAGUT, TENNESSEE

**Town Point of Contact:
Assistant Town Manager Gary Palmer**

Published: November 6, 2015

PREFACE

In accordance with Tennessee Code Annotated § 12-4-106, The Town of Farragut, Tennessee will receive sealed proposals for information technology services from qualified firms until 3pm Friday December 04 2015.

Proposals will be evaluated and ranked based upon: qualifications, location, innovation, experience with municipal clientele, corporate solvency, cost and any additional factor or factors deemed relevant and beneficial by the Town for the procurement of the services.

The Town *desires* to enter into a fixed, per year lump-sum service agreement; however, responding firms should feel free to propose any viable solution/formula. “Qualified firm” for this particular project means an incorporated private entity, legally able to work in Tennessee, and whose principal business is to provide information technology services by contract.

Concurrent with this process, the Town will be contracting with a professional planning firm to conduct a 5-year IT Strategic Plan for the Town. Please review the documents posted at www.townoffarragut.org/it The intent of the plan is to evaluate/inventory our existing operations, prioritize IT needs, and assist in implementing needed IT changes.

INVITATION

The Town of Farragut (herein referred to as the “Town”) will receive digitally transmitted, sealed proposals from qualified firms for **INFORMATION TECHNOLOGY SERVICES**. SEE Section 6 for submission methods.

Questions? contact Gary Palmer, Assistant Town Manager at gpalmer@townoffarragut.org .

All proposals must be received by **3:00 p.m. on Friday December 04, 2015**.

OVERVIEW

THE TOWN OF FARRAGUT, TN (www.townoffarragut.org)

Named after Admiral David Glasgow, The Town of Farragut incorporated on January 16, 1980. The citizens of the newly formed Town elected its first Board of Mayor and Aldermen that spring on April 1, 1980. Development and expanding population (~20,000) coupled with a stable but somewhat overloaded team of Town employees has created the need for creative and efficient service delivery.

The Town organization consists of five departments (Administration, Parks and Leisure Services, Engineering, Community Development, and Public Works) with a total number of 50-60 employees; approximately 30 of those employees will be IT/network “users”. The Town organization *does not* include police, fire, billing utilities, or tax assessment. The Town is currently served by Claris Networks (SEE Existing Town Infrastructure and Services).

Along with meeting the ever-evolving demand for services, the development of parks, green space, pedestrian links, and leisure opportunities have all played key roles in making this an exceptional community. We desire to contract with a reputable, professional IT firm to ensure our internal and external service delivery is exceptional as well.

KEY ITEMS TO REMEMBER WHEN RESPONDING

Submitting a proposal implies acceptance of all conditions related to the RFP. All proposals are public records to the extent required by the Tennessee Open Records Act. The Town of Farragut reserves the right to accept or reject any or all proposals, to waive informalities, to negotiate changes in the scope of work or services to be provided and to otherwise waive or amend any portions of this request. The point of contact for the Town throughout the proposal process and through the execution of the contract shall be Gary Palmer, Assistant Town Manager. The consultant will be expected to work closely with the E-Government Team which includes the Assistant Town Manager and selected Town personnel.

INSTRUCTIONS

1. **Intent:** It is intended that this request for proposals shall define and describe key elements in both broad conceptual terms and in technical detail. The Town would prefer the candidate firms respond with the best possible solution which is most advantageous to the Town *while* pursuing the benchmark best practices of e-governance in local government. Proposals should be drafted in such a fashion that a non-technical person can understand its content. Proposals should be a combination of both narrative and itemized detail. Proposals should be drafted in a sequence that corresponds to the elements of this RFP. Proposals should be clear and concise.

2. **Examination:** Firms are advised to examine all documents, attachments, and descriptions of the services in order to become fully informed as to their conditions. This includes conformity with specific standards and the character, quality and quantity of the services provided. Failure to examine these areas will not relieve the firm of its obligation to furnish all products and services necessary to carry out the provisions of the contract. Responding firms will be given an opportunity to review this document and ask questions of the Town prior to submitting.

3. **Selection of Firm:** Contract negotiations will commence with the firm that, in the Town's opinion, is the most qualified, cost effective, responsible, and most advantageous to the Town based on the proposal's cogency to municipal e-governance. See Section E for evaluation criteria.

4. **Responsiveness:** The Town will consider the degree to which each firm has submitted a complete proposal without irregularities, exclusions, special conditions, or alternative proposals for any item unless specifically permitted in the RFP.

5. **Submission of Proposals** *:

The Town will only accept proposals in a digital format. Hardcopy proposals will not be accepted.

If submitted by email:

- One pdf file named "*Your Firm's Name* IT Proposal" (SECTIONS B – G)
- One pdf file named "*Your Firm's Name* IT Proposal Cost" (SECTION H)

Email to: gpalmer@townoffarragut.org

If submitted by mail:

- A universally compatible disc or flash drive containing:
 - One pdf file named “*Your Firm’s Name* IT Proposal” (SECTIONS B – G)
 - One pdf file named “*Your Firm’s Name* IT Proposal Cost” (SECTION H)

Mail to:

Town of Farragut Administration
Farragut Town Hall
Attn: IT Proposal to Gary Palmer
11408 Municipal Center Drive
Farragut, TN 37934

*** It is the firm’s responsibility to have its proposal to the Town by the deadline for submission and to confirm receipt regardless of the transmission method. Proposals received after the deadline will not be considered.**

**SECTION A
TENTATIVE SCHEDULE**

Activity	Estimated Date
1. Publish RFP:	November 6, 2015
2. Deadline for receipt of proposals:	3pm Friday December 04 2015
3. E-Gov Team Proposal Evaluation:	December 2015
4. Interviews (if necessary):	December 2015 - January 2016
5. Commence Contract Negotiations with Selected firm:	January 2016
6. Recommendation to Town Board:	January – February 2016

SECTION B BASIC SERVICES

OVERVIEW

The professional services sought in this request include a complete organizational hosting solution and management of all aspects of the Town's Information Technology systems.

Phase I shall include the secure migration of all existing Town digital data from existing host to contracted host (migration must not impede the day-to-day operations of the Town of Farragut).

Phase II shall include the management, internal/external, maintenance, and support of the Town's Information Technology data and infrastructure.

PREFERRED CHARACTERISTICS SOUGHT:

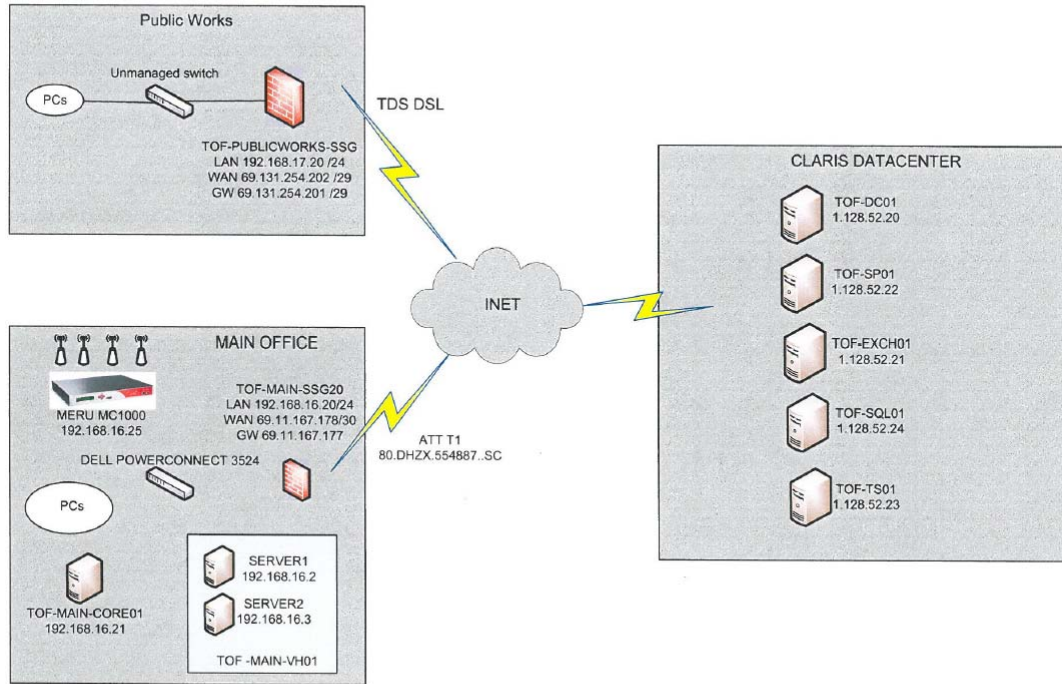
- Ability to offer services tailored to the unique needs found in a municipal government organization
- Ability to work in collaboration with Town personnel
- Ability to offer outstanding customer service which may include in-house office hours
- Ability to analyze, problem-solve, and provide short/long term solutions to meet our e-government needs
- Ability to "deliver"

EXISTING TOWN IT INFRASTRUCTURE and SERVICES

- Stable network through a T1 Line
- Secure Cloud Platform
 - 24 – 30 users
 - Local Office & remote offsite file sharing
 - Managed Firewall, content filtering and remote access
 - Dedicated hosted exchange Mailserver
 - Email spam filtering for each user
 - Dedicated Microsoft Office SharePoint server with 100GB storage
 - Managed desktop & helpdesk services for each user
 - Onsite support services
 - IT strategic oversight
- Terminal Server, 40 user access
- SpamSoap, email messaging archive storage and compliance, per user
- Incode Server (financial and permitting)
- Public Works & main site connection
- Assistance with Laserfiche maintenance/set-up
- Secure Data-3 servers, 1TB local/500GB off-site storage
- Meru Wireless Access Points in Town Hall and one off site Town Park

EXISTING IT NETWORK

THE TOWN OF FARRAGUT



SPECIFIC NEEDS

Below is an itemized, non-exhaustive list of specific needs for candidate firms to consider when drafting a proposal.

Please provide a general narrative titled "Specific Needs Narrative" outlining how your firm will address EACH of the needs listed below. The candidate firm should also consider and propose alternatives that, in the firm's mind, would be a better solution for the Town of Farragut. Alternatives shall be in addition to addressing specific needs as well as pros and cons to each if relevant.

SPECIFIC NEEDS include:

1. Redundant, secure, backed up, cloud-hosted solution; this includes monitoring and maintenance with a minimum of 2 terabyte storage capacity; **OR** comparable alternative
2. Email Solution: Ability to backup and archive all emails
3. Seamless integration and cooperation with our current website host

4. Remote User Access
5. Recovery Speed/Scalability: Comparable to Amazon EC2 Standard
6. On-call setup and maintenance: mirrored workstation software and support for a minimum of 50 licensed network users in five Town Departments (Administration, Parks and Leisure Services, Community Development, Public Works, and Engineering):
 - Licensing: The Town **currently** holds licenses for the Windows 7 Operating System, Microsoft Office 2010, and Various 3rd Party Software licenses determined by the specific Town Department's needs and mission
 - The selected firm must be able to provide service which will accommodate the installation, workstation setup, and maintenance of all operating systems, platforms, content management systems, and third party software
 - The hosting solution must seamlessly integrate with the Town's existing e-government website module capabilities which includes secure two-way transactions through a third party web-portal, public records retrieval through the website (Munidocs), remote network user access for telecommuting
7. The selected firm must be familiar with municipally-deployed GIS and its applicability to e-government service delivery. The Town **currently** has the following GIS infrastructure:
 - Physical Server on-site: Dell R300 standard configured for onsite ARCGIS application
 - Dell T7500 Workstation with Windows 7 Operating System and ArgGIS10 ESRI licensed software and extensions
 - Future Expandability: Cloud hosting solution for ArcServer
 - licensing through Environmental Systems Research Institute (ESRI)
8. System Security in a cloud environment which meets the Federally Adopted Standards
9. Wi-Fi Maintenance and Support
10. Customer Service
 - Continuous system monitoring with the ability to provide emergency and non-emergency on-site and remote access problem resolution
 - Set up of new equipment and software upon request
 - Ability to provide in-person office support on a regular and continual basis if necessary
11. Ability to work with our IT Strategic Planning Firm in creating our 5-year IT Strategic Plan (plan creation should commence in January 2016)

CONTRACT TERM

PHASE I (Data Migration):

Seamless migration of all data from our existing service provider to the selected firm shall occur within thirty (30) days of contract execution.

PHASE II (Deployment and Support):

Successful data migration, setup and deployment of all services shall be complete within sixty (60) calendar days of contract execution. The firm shall provide all hosting and maintenance

services for a period three (3) years from the date of contract execution with the option to extend the contract for services for two additional three (3) year terms.

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs.

To request accommodations due to disabilities, please call 865-966-7057 in advance of the any meeting.

**SECTION C
AFFIDAVIT**

This proposal is submitted to the Town of Farragut, TN (the Town) by the undersigned who is an authorized officer of the firm and said firm is licensed to do business in the State of Tennessee. Further, the undersigned is authorized to make these assurances and certifies their validity. The firm recognizes that all assurances and representations herein are binding upon executing a contract and failure to adhere to any of these commitments is considered a breach of contract which may result in a revocation of the agreement and payment for any damages arising from that breach.

Consent is hereby given to the Town to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the firm.

The firm understands that, at such time as the Town decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the Town, after considering the legal, financial, technical, and character qualifications of the firm, as well as what in the Town's judgment may best serve the public interest of its citizens and employees, may offer to contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be on the basis of the firm's service and financial plans and that the firm's arrangements are feasible and adequate to fulfill the conditions set forth in this project.

Company Name: _____

Authorized Person: _____ Signature: _____

(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Email: _____

SECTION D QUALIFICATIONS

IT Services: Qualified firms must demonstrate a history of competence and experience. Firms responding to this request for proposal must have been engaged in IT services as their principal business for at least the past five (5) consecutive years and be licensed to do business in the State of Tennessee. Please provide a “Section D” narrative listing all of your relevant projects/activities for the past 5 years and attach a copy of your TN SoS (or resident state) corporate status and Federal Tax Identification Number.

References: Firms shall provide references for three similar assignments within the past five (5) years. Please provide a “Section D” narrative listing the organization, point of contact name, point of contact title, point of contact information (email and phone #), and name of each project.

Insurance: Firms shall carry a minimum of One Million Dollars (\$1,000,000) professional liability insurance AND indemnify the Town, its employees and agents as additionally insured to protect the Town in case of negligent errors, acts or/and omissions arising from IT services. Please provide a “Section D” narrative indicating your ability to be insured for this project.

Please provide a “Section D” narrative for the following:

Firm Capabilities. The firm shall provide a description of its resources and limitations relative to facilities, staff personnel, on-going projects/contracts, etc.; specifically, what priority it intends to place on this project and how it intends to “staff up” if necessary, should it be chosen as the firm.

Candidate Firm Information.

List firm name, website, address, telephone number

Name of firm’s primary contact person(s), email addresses, and telephone number(s)

List firm’s total number of employees

List year firm was established

Tax ID#

Proposed Project Team Information

Please provide the names and experience of the personnel who would be assigned to this project if selected.

SECTION E EVALUATION FACTORS

The Town will evaluate the proposals based on merit and cost. It is the intent of the Town to choose the firm whose proposal provides the best value to the Town. The Town reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the Town's opinion, such rejection is in the best interests of the Town.

Evaluation Method. The E-Government Team will review each proposal. Its review and evaluation will be based on the following factors:

1. Completeness, accuracy and integrity of the submitted proposal
2. Staffing capacity and experience on similar projects, especially those involving innovation and e-government service delivery
3. Ability to provide the services unique to a municipal government organization particularly the Town of Farragut
4. Proposed fees

Oral Presentations and Interviews. Following the evaluation of the proposals, the Team *may* request firms make an oral presentations and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in the Town of Farragut, at a mutually acceptable date and time.

Negotiations. The Town may begin contract negotiations with the firm whose proposal is determined to be most advantageous to the Town. If negotiations with the selected firm fail, negotiations may be initiated with additional firms until an agreement is reached. The Town reserves the right to reject all offers and end the process without executing a contract.

Agreement. If the verbal negotiation escalates to written negotiation, a draft contract for services shall be offered by the Town (See Section I) to the firm for review and acceptance or counter-offer. This RFP will become an integral part of the contract for services and added as an exhibit to the executed contract; however, should the contract terms and RFP language conflict, the terms of the contract shall prevail. Firms may not modify or substitute any elements of the draft contract without prior approval by the Town. The Town reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

Reservations. Submittal of a proposal indicates acceptance of the conditions contained in this request. The Town reserves the right to retain all proposals submitted. All proposals are public record to the extent required by the Tennessee Open Records Act.

**SECTION F
ASSURANCES**

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EEO Plan. The firm shall adhere to an EEO policy that does not discriminate with regard to race, color, religion, national origin, sex, sexual orientation, sexual preference, transgender status, disability or age.

The firm will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory and that these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

a. Does the firm have an EEO policy in place?

Yes

No

b. If the answer to a. above is no, will the firm have such a policy in place for this project?

Yes

No

Statement of Assurance. The firm herein assures the Town that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

**SECTION G
LEGAL AND CHARACTER**

Claims and Lawsuits. Is or has your firm been involved in any claims or lawsuits involving contentions that your firm provided inadequate services or products, or breached its contract to provide services or products? If so, please describe and provide the identities of the parties involved and, with respect to lawsuits, the court in which it was filed:

Authorized Representative Signature

SECTION H FEE PROPOSAL

Format. Candidate firms may propose whichever format they choose; however, the format must be clearly itemized based on the Specific Needs list with a clear and concise narrative on how the fee breakdown is to be understood.

Reasonableness. Fee Proposals will be evaluated for completeness and reasonableness.

Best Value. Cost is important; however, it will not be the determining factor in the selection process. It is not the intent of the Town to limit innovative solutions by budget constraints, but rather to determine which proposal has the potential of providing the best value for the services proposed.

Financial Report. The Fee Proposal shall include the firm's last annual report it filed with the State of Tennessee Secretary of State's Office or resident state SoS Office in order to demonstrate its solvency and ability to undertake this project.

**SECTION I
CONTRACT TEMPLATE**

**TOWN OF FARRAGUT
PROFESSIONAL SERVICES AGREEMENT**

THIS TEMPLATE WILL BE TAILORED TO REFLECT THE NEGOTIATED TERMS

This Agreement is made by and between **Town of Farragut** (“Client”) and _____ (“Contractor”) for professional services for the assignment described as follows:

Project: _____

Location: _____

Description of Project: _____

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of _____, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before _____. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor

to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any

other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation

before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, 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 the Contractors, its employers, agents or contractors in performance of this Agreement or from the 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 Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client 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 Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The 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 Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. 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 this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this 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.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, 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.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

Town of Farragut

By ITS: _____

Name: _____

Title: _____

Date: _____

Signature _____

CONTRACTOR:

By ITS: _____

Name: _____

Title: _____

Date: _____

Signature _____