

Finance & Accountability Purchasing Division

## **INVITATION TO BID**

## **Remanufactured Cummins ISL Transit Bus Engines**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until **11:00:00 a.m.** (Eastern Time) on **January 19, 2022** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **Remanufactured Cummins ISL Transit Bus Engines**.

#### The bid opening may be viewed virtually on Zoom through this link:

City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting.

Topic: ITB- Remanufactured Cummins ISL Transit Bus Engines Time: Jan 19, 2022 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/81190414244?pwd=SUVYSE9tWDFkSVU5aTIPdnpvWVA0UT09

Meeting ID: 811 9041 4244 Passcode: 971243 One tap mobile +13126266799,,81190414244#,,,,\*971243# US (Chicago) +19292056099,,81190414244#,,,,\*971243# US (New York)

Dial by your location +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) Meeting ID: 811 9041 4244 Passcode: 971243 Find your local number: https://us02web.zoom.us/u/kw3fMVUNC

### Scope of Work:

The City of Knoxville is requesting bids from responsive, responsible bidders for supply of a Remanufactured Cummins ISL for Gillig Lowfloor Transit Buses. The City guarantees purchase of one engine and shall have the option of purchasing up to three additional Remanufactured ISL engines on an as needed basis for one year. A firm-fixed price blanket purchase order shall be awarded to the lowest priced responsible bidder who meets the specifications listed below. Note this procurement is funded in whole or in part by a grant provided to the City of Knoxville by the Federal Transit Administration. Federal contract clauses listed below apply.

## **Specifications:**

- Bids shall be based upon both the ISL CM2150 and the ISL9 CM2250 (Transit Bus, 280 HP).
- Engines shall be REMANUFACTURED to the original blueprints and exact OEM specifications and tested to original OEM standards. "Rebuilt" engines are not acceptable.
- Cummins Recon Engine extended warranty of 5 years/300,000 miles must be available as an option.
- The City guarantees purchase of one engine which will be either the ISL CM2150 or ISL9 CM2250.
- The City shall have the option to purchase up to three additional engines which may be any combination of the two ISL models.
- Shipping of remanufactured engine and core return shall be included in the price.
- Delivery of remanufactured engine must be guaranteed within two weeks of purchase order.
- Core shall be return shipped within thirty days of receiving remanufactured engine.
- Option pricing shall be provided for KAT to retain one engine core.
- Delivery address is Knoxville Area Transit, 1135 E. Magnolia Avenue, Knoxville, TN 37917.
- Existing engine serial numbers by transit bus that may have an engine replacement are listed below.

	0			
BUS #	<b>BUS OEM / TYPE</b>	<b>ENGINE TYPE</b>	ENGINE S/N	TRANSMISSION TYPE
4001	35' Gillig	ISL CM2150	46996458	Voith D864.5
4003	35' Gillig	ISL CM2150	46996456	Voith D864.5
4004	35' Gillig	ISL9 CM2250	73146605	Voith D864.5
4007	35' Gillig	ISL9 CM2250	73149516	Voith D864.5
4008	35' Gillig	ISL9 CM2250	73149518	Voith D864.5
4009	35' Gillig	ISL9 CM2250	73168149	Voith D864.5
4013	35' Gillig	ISL9 CM2250	73245618	Voith D864.5
4014	35' Gillig	ISL9 CM2250	73245610	Voith D864.5
4015	35' Gillig	ISL9 CM2250	73245612	Voith D864.5
4016	35' Gillig	ISL9 CM2250	73390663	Voith D864.5
4017	35' Gillig	ISL9 CM2250	73390665	Voith D864.5
4018	35' Gillig	ISL9 CM2250	73390659	Voith D864.5
4019	35' Gillig	ISL9 CM2250	73390661	Voith D864.5
4020	35' Gillig	ISL9 CM2250	73386724	Voith D864.5
4021	35' Gillig	ISL9 CM2250	73386720	Voith D864.5
4022	35' Gillig	ISL9 CM2250	73454510	Voith D864.5
4023	35' Gillig	ISL9 CM2250	73457921	Voith D864.5
4024	35' Gillig	ISL9 CM2250	73457919	Voith D864.5
4025	35' Gillig	ISL9 CM2250	73459203	Voith D864.5
4026	35' Gillig	ISL9 CM2250	73454595	Voith D864.5
5001	40' Gillig	ISL CM2150	46994692	Voith D864.5
5002	40' Gillig	ISL CM2150	46994686	Voith D864.5
5003	40' Gillig	ISL CM2150	46995326	Voith D864.5
5004	40' Gillig	ISL CM2150	46995379	Voith D864.5
5005	40' Gillig	ISL CM2150	46995370	Voith D864.5
5007	40' Gillig	ISL CM2250	73461587	Voith D864.5

5008	40' Gillig	ISL CM2250	73460250	Voith D864.5
T35	35' Gillig	ISL CM2250	73456516	Voith D864.5
T36	35' Gillig	ISL CM2250	73459202	Voith D864.5
T37	35' Gillig	ISL CM2250	73459929	Voith D864.5

## **Delivery Instructions:**

Delivery address is Knoxville Area Transit, 1135 E. Magnolia Avenue, Knoxville, TN 37917.

Price is to include all charges, FOB Destination to Knoxville Area Transit, 1135 E. Magnolia Avenue, Knoxville, TN 37917. Inside delivery is required. No after hour, holiday or weekend deliveries will be accepted.

#### **Bid Submission Requirements:**

Bidders must furnish the following information in writing with their submission:

- 1. <u>Bid Form</u> showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
- 2. Warranty Information
- 3. Non-Collusion Affidavit
- 4. Iran Divestment Act Certification of Non-Inclusion
- 5. <u>Diversity Business Enterprise (DBE) Program form</u>
- 6. LOBBYING CERTIFICATION
- 7. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- 8. SUBCONTRACTOR INFORMATION FORM

### **Instructions and Conditions:**

- Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until January 19, 2022, at <u>11:00:00 a.m</u>., at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. No bid will be received or accepted after the abovespecified time for the opening of bids. Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
- 2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
- 3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

- 4. **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.
- 5. **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.

- 6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Remanufactured Cummins ISL Transit Bus Engines."
- 7. Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. If submitting electronically, a paper bid is not required.
- 8. 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 <u>www.knoxvilletn.gov/purchasing</u> 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 January 19, 2022. To submit electronic file: Visit the procurement website at <u>www.knoxvilletn.gov/bids</u> Click "ITB - Remanufactured Cummins ISL Transit Bus Engines", 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- RemanufacturedCumminsISLTransitBusEngines.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

- 9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected. All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
- 10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.

- 11. Prior to submitting their bids, bidders 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 <a href="http://www.knoxvilletn.gov/purchasing">www.knoxvilletn.gov/purchasing</a>.
- 12. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected. All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
- 13. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
- 14. Prior to submitting their bids, bidders 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 <a href="http://www.knoxvilletn.gov/purchasing">www.knoxvilletn.gov/purchasing</a>.

#### 15. Bid submissions from un-registered bidders may be rejected.

- 16. Payment for completed services delivered to and accepted by the City shall be at the contract price.
- 17. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
- 18. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
- 19. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 20. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
- 21. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
- 22. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
- 23. Bidders 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.
- 24. 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.

- 25. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
- 26. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **Taylor Childress, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at <u>tjchildress@knoxvilletn.gov</u>. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at <u>www.knoxvilletn.gov/bids</u>. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- 27. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
- 28. Before a Purchase Order is issued, 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. Any Agreement to purchase resulting from this Invitation to Bid 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 Vendor from the Agreement shall lie in Knox County, Tennessee.
- 29. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Noninclusion form may be found in this solicitation document.
- 30. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

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.

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.

**Submission Forms** 



# **Bid Form**

TO: Purchasing Division City of Knoxville Suite 667-674 City/County Building 400 Main Street Knoxville, TN 37902

Having carefully examined the specifications entitled "Remanufactured Cummins ISL Transit Bus Engines" to open on January 19, 2022, at 11:00:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the equipment, and delivery as described herein for the following sum(s). **All pricing includes shipping of remanufactured engine and return core.** 

Remanufactured ISL CM2150 (Transit B	Bus, 280 HP), Each	
Remanufactured ISL9 CM2250 (Transit	Bus, 280 HP), Each	
Cummins Extended Warranty Option, 5	year/300,000 miles, Each	l
ISL Engine Core Charge		
GUARANTEE of delivery no later than: _	after awarded	(Bidder must initial)
Firm Name:		
Official Address:		_
		-
Business License Expiration Da	ແຮ	
(Ву)	(Name Typed)	)
Date	(Title)	

Email	
-------	--

Phone \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State o	f			
County	/ of			
		_, being first duly sworn	ı, deposes and says tha	t:
1.	He/She is the submitted the attached	of Bid:	, the firm	that has
2.	He/She is fully informed respect pertinent circumstances res	ting the preparation and		
3.	Such Bid is genuine and is not a			
4. 5.	Neither the said Bid nor any of it representatives, employees colluded, conspired, connive person to submit a collusive attached Bid has been subm Contract, or has in any man communication or conference in the attached Bid or of any element of the bid price or th collusion, conspiracy, conniv Knoxville or any person inte The price or prices quoted in that collusion, conspiracy, conniv its agents, representatives, or	, or parties in interest, in ed or agreed, directly or e or sham Bid in connect nitted or to refrain from p ner, directly or indirectly ce with any other Bidder other Bidder, firm, or p he bid price of any other vance or unlawful agree rested in the proposed ( at attached Bid are fair a vance or unlawful agree	cluding this affiant, has indirectly, with any othe ion with the Contract for proposing in connection y, sought by agreement r, firm, or person to fix the erson to fix any overheat Bidder, or to secure the ment any advantage ag Contract; and and proper and are not to ment on the part of the	er Bidder, firm or r which the with such or collusion or ne price or prices ad, profit, or cost rough any lainst the City of ainted by any Bidder or any of
(Signed	d):			
Title: _				
Subscr	ibed and sworn to before me this	day of	, 20	
NOTAF	RY PUBLIC			
My Cor	mmission 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-informationlibrary/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

<u>Diversity Business Enterprise (DBE's)</u> are minority-owned (MOB), women-owned (WOB), servicedisabled 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.

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

<u>Minority-owned business</u> (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.

<u>Woman-owned business</u> (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.

<u>Service Disabled Veteran-owned business</u> (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.

<u>Small Business</u> (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

\_\_\_\_\_ do certify

(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

Diversity Business Enterprise Utilization			
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: (Authorized Repres	sentative)	
ADDRESS:		
CITY/STATE/ZIP CODE:		
TELEPHONE NO:		

## **Federal Requirements:**

**No Federal Government Obligation to Third Parties**. The City of Knoxville and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Knoxville, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## Program Fraud and False or Fraudulent Statements and Related Acts .

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 <u>et seq</u>. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports. The following access to records requirements apply to this Contract:

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**Federal Changes.** The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Knoxville and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

## Termination.

1. 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: (a) 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 the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

2. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform any of the other material provisions of the contract as determined by the City, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. If the contract 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 of services similar to those terminated. If the contract 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 of services similar to those terminated. 3. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

4. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under this contract.

**Civil Rights Requirements.** The City of Knoxville is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) -

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* These requirements are in addition to all other equal opportunity employment requirements of this contract. The City of Knoxville shall make all determinations with regard to whether or not a Bidder/Offerer is in compliance with the requirements stated herein. In assessing compliance, the City of Knoxville may consider during its review of the Bidder/Offer's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City of Knoxville.

2. A separate contract goal has not been established for this procurement.

3. The prime contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Knoxville deems appropriate, which may include, but is not limited to:

a. Withholding progress payments;

- b. Assessing sanctions;
- c. Liquidated damages; and/or

d. Disqualifying the contractor from future bidding as non-responsible. (49 CFR 26.13(b)).

4. Each subcontract the contractor signs with a subcontractor must include the assurance in the subparagraph above (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

5. All bidders/proposers are required to submit the Subcontractor Information Form below for all subcontractors, both DBE and non-DBE.

6. The contractor is required to pay <u>all of its subcontractors</u> performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Knoxville. Delays in payment must be approved in writing by the City of Knoxville. In addition, the contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the City's payment of retainage to the prime. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City of Knoxville. This clause applies to both DBE and non-DBE subcontractors.

7. The contractor must promptly notify the City of Knoxville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Knoxville.

8. The City of Knoxville encourages all prime contractors to make reasonable efforts to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within the community. (49 CFR 26.27)

9. Please note Knoxville Area Transit's Disadvantaged Business Enterprise policy statement at the following Internet link: <u>https://www.katbus.com/246/2174/DBE-Policy-Statement</u>.

**Incorporation of Federal Transit Administration (FTA) Terms** - Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Knoxville requests, which would cause the City of Knoxville to be in violation of the FTA terms and conditions.

### Government-Wide Debarment and Suspension.

1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. 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:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in ay federally assisted Award.

2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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 or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Lobbying Restrictions.** Contractors who apply or bid for a contract or subcontract award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Cargo Preference Requirements.** For equipment, materials, or commodities which may be transported by ocean vessels, the contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and

tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Energy Conservation Requirements (49 CFR Part 622, subpart C)** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **Safe Operation of Motor Vehicles**

1. Seat belt use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

2. Distracted driving – The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Americans with Disabilities Act (42 USC 12101, *et seq.*) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 49 USC 5301(d))— The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 USC §12101, *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

**Notification to FTA** – If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the City, the FTA Chief Counsel, and FTA Regional Counsel for the Region where the City is located. The Contractor must also include a similar notification requirement in all third-party agreements and require each third-

party participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.200.

## LOBBYING CERTIFICATION (APPENDIX A, 49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*):

The undersigned [Contractor] 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 sub-awards 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.

 Signature of Contractor's Authorized Official
 _Name and Title of Contractor's Authorized Official
Date

## CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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 COVERED TRANSACTIONS (This form is for Sub-Contractors)

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

## SUBCONTRACTOR INFORMATION FORM

Bidders/Proposers shall provide information requested below for all sub-contractors being utilized if awarded the procurement project being solicited. Note that all fields must be complete. If no sub-contractors are being utilized, indicated such by writing "N/A" within one of the information fields below.

Official Business Name of Sub-Contractor	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perf	form:
Dollar amount this sub-contractor's work	
represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

Official Business Name of Sub-Contractor	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perf	orm:
Dollar amount this sub-contractor's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):