

CITY OF KNOXVILLE INVITATION TO BID

Fitness Equipment

Sealed bids, invited by the City of Knoxville, for equipment upgrades 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 **Monday, December 2, 2019** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

Scope of Work:

The Invitation to Bid is for fitness room equipment upgrades at four different sites. Contractor shall furnish all labor, materials, tools and equipment necessary to install new equipment. Contractor is to verify room measurements. Prior to equipment delivery, Contractor shall contact the Parks and Recreation Maintenance Superintendent to schedule a site visit to each location, verify building access, and produce a site survey. Each site is to be bid independently and bids must include cost for delivery and installation.

Project Locations

- Site A: Cal Johnson Recreation Center (507 Hall of Fame Drive, Knoxville, TN 37917)
- Site B: Cumberland Estates Recreation Center (7529 Silver Hill Drive, Knoxville, TN 37921)
- Site C: Cecil Webb Recreation Center (953 E. Moody Avenue, Knoxville, TN 37920)
- Site D: Dr. EV Davidson Recreation Center (3124 Wilson Avenue, Knoxville, TN 37914)

General

Provide low profile fitness equipment with low maintenance cam design for smooth resistance and proper muscle loading through the complete range of motion. Equipment shall exhibit safety features/ultra-low maintenance parts with **no guide rods and no weight adjustment pins.**

1. Frame

- Shall be fully welded, large 2.5" x 5.5" main frame tubes frames, color options shall be silver, eagle white, black
- Entire frame shall be electrostatic powder coated for maximum durability

2. Tower

- Shall have consistent low profile design with 47" towers
- Shall be molded plastic, polypropylene shields, to resist impact and chemicals. Tower colors shall be offered in Clear White, or Black
- Shall have top molded accessory tray, phone and cup holders
- All weight components shall be shielded for safety

- All entry / exit handles shall provide assistance getting in and out of the machine; all use for balance while stretching; allow use as a towel holder

3. Weight Plates

- Shall be low maintenance weight stack technology - a rack of plates, stacked side by side
- Weight selecting device shall be an aluminum dial that fits all hand sizes, and the selecting device shall change the weight with a simple turn of the dial. The aluminum dial shall engage the mechanism to select desired weight
- All machines (except the leg press) shall come with a standard 250 lb. weight system. The leg press shall come standard with a 425 lb. weight system
- The weight selection shall allow 1lb and 5lb increments
- The weights shall be a precision cast ductile iron
- All weight stacks shall have a urethane weight rest impact system

4. Adjustments

- All machine adjustments shall utilize high visibility that are color contrasting.
- Range of motion limiters shall be available
- Shall include rotating grip handles for natural hand supination and pronation to reduces stress at the wrist
- Shall include a hydraulic seat pad adjustment
- Shall include a 4-bar seat adjustment mechanism
- Shall include an arm linkage for multiple, user-defined movement paths (where specified)
- All adjustments shall be accessible with-in the machine
- Adjustable starting position shall allow for different-size users
- Hand grips shall be over molded for comfort and durability

5. Biomechanics

- Grip technology shall provide independent arm movement that enables complete pronation and supination through the range of motion
- Shall include small pulling grips to improve holding ability and large pushing grips to spread forces evenly across the palms
- Shall include independent movement arms for a balanced workout (where specified)
- Shall include multiple grips provide hand position options (where specified)
- Arm linkage shall provide a varying radius throughout the range of movement
- Shall have converging movement arms with multiple hand position options for a variety of movement options (where specified)

6. Instructional Placards

- Instruction placards shall have pictograms and lenticular graphic animations that provide instructions in a non-language based format
- Shall have integrated sign holder for mounting circuit training instructions

7. Cable & Pulleys

- No guide rods and no weight stack pins
- Micrometer style belt adjustment in the seat frames allows limitless adjustment
- Belt drive shall be maintenance free
- Shall include wide pulleys to prevent belt misalignment and tracking problems
- Ball bearings shall be deep groove design, double sealed; low friction, and maintenance free

8. Foot platforms

- Front, open entry for easy entrance/exit for users of all conditioning levels
- Foot pads and adjustable chest pad provide user stabilization (where specified)

9. Cushions

- Cushions shall be nautolex marine grade (or pre-approved equal) upholstery for increased chemical and wear resistance
- Cushion shall be contoured upholstery for stability and comfort

10. Warranty

- 10 year warranty on structural frame not including coatings
- 5 years parts on major mechanical components - plates, bearings, etc.
- 1 year on minor mechanical components - plate switches, grips, etc.
- 90 days on upholstery
- 1 year labor

Individual Equipment Specifications

Abdominal Crunch

- Shall utilize a four-bar linkage on upper movement arm provides a moving axis of rotation around the thoracic region of the spine for ultimate user feel
- Shall use a combination of upper and lower movement arms
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Biceps Curl

- Shall have pivoting handles to accommodate varying user sizes
- Shall utilize Independent pivoting movement arms allow user to curl towards the center line of the body for more complete contraction
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Chest Press

- Shall have converging movement arms with multiple hand position options for a variety of movement options
- Back pad shall adjust for desired amount of pre-stretch

- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Lat Pulldown

- Arm linkage shall allow for multiple, user-defined movement paths
- Shall have rotating grip handles for natural hand supination and pronation to reduce stress at the wrist
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Low Back

- Shall have a full range lumbar isolation that emulates the function of rotation around multiple vertebrae
- Shall have a contoured lower back pad for full range extension
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Rotary Torso

- Seat shall adjust left/right to provide from 0 to 80 degree range (seated position, not kneeling)
- Movement arm provides 150 degrees of rotation to both the left and right
- Shall have upper body stabilization and body positioning to provide exercise effectiveness
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Row

- Arm linkage shall be for multiple, user-defined movement paths
- Shall have rotating grip handles for natural hands supination and pronation
- Shall have foot pads and adjustable chest pad to provide user stabilization
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Shoulder Press

- Shall have front press movement with converging arms minimizes shoulder impingement
- Shall have multiple grips to provide hand position options
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Tricep Press

- Shall have front open entry for easy entrance/exit for users of all conditioning levels
- Shall have arm linkage that allow for multiple, user-defined paths
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Leg Extension

- Shall have maximum range extension while maintaining proper knee alignment
- Shall have leg pad adjustment that is accessible from seated position for easy adjustment
- Shall have a reclined seat angle for full range quadriceps contraction
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Leg Press

- Shall use a four-bar linkage that controls position and angle of foot platform and provide optimal biomechanics
- Shall have low height and integrated handle on platform to assist entry/exit
- Shall have extra wide platform to allow varying foot placement
- Standard 425 lbs (200 kg) patented dial weight selection
- Shall include 5 lbs (2.5kg) incremental weight switch

Seated Leg Curl

- Shall have two biomechanically correct movements in one machine, each with individual strength curve
- Shall have an adjustable range of motion for customization to individual user needs
- Standard 250 lbs (125 kg) patented dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Hip Abduction Adduction

- Shall have maximum muscle involvement with minimum knee and back stress in a compact footprint
- Shall use a four-bar linkage that controls position and angle of foot platform and provides optimal biomechanics
- Shall have low height and integrated handle on platform to assist entry/exit
- Shall have extra wide platform allows varying foot placement
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Tricep Extension

- Shall utilize front open entry for easy entrance/exit for users of all conditioning levels
- Shall use a four-bar linkage and cam design for smooth resistance and proper muscle loading through the complete range of motion
- Shall have independent movement arms for a balanced workout
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Four Way Neck Machine

- Forehead pad shall be made of visco-elastic foam (or preapproved equal) that forms to your forehead
- Shall utilize a four-bar linkage and cam design for smooth resistance and proper muscle loading through the complete range of motion
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Lateral Raise

- Shall utilize pivoting handle grips that accommodate different sized users
- Shall use Independent movement arms for a balanced shoulder workout
- Shall use a four-bar linkage and cam design for smooth resistance and proper muscle loading through the complete range of motion
- Standard 250 lbs (125 kg) dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Pec Fly

- Arm linkage shall provide varying radius throughout range of movement
- Shall utilize an adjustable starting position for different-size users
- Arm pad design allows for both internal and external arm positions
- Shall use a four-bar linkage and cam design for smooth resistance and proper muscle loading through the complete range of motion
- Standard 250 lbs (125 kg) patented dial weight selection
- Shall include 1 lb or 0.5 kg increments weight switch

Site A

Cal Johnson Recreation Center

Equipment List

- Abdominal Crunch
- Biceps Curl
- Chest Press
- Lat Pulldown
- Low Back
- Rotary Torso
- Row
- Shoulder Press
- Tricep Press
- Leg Extension
- Leg Press
- Seated Leg Curl
- Hip Abduction Adduction

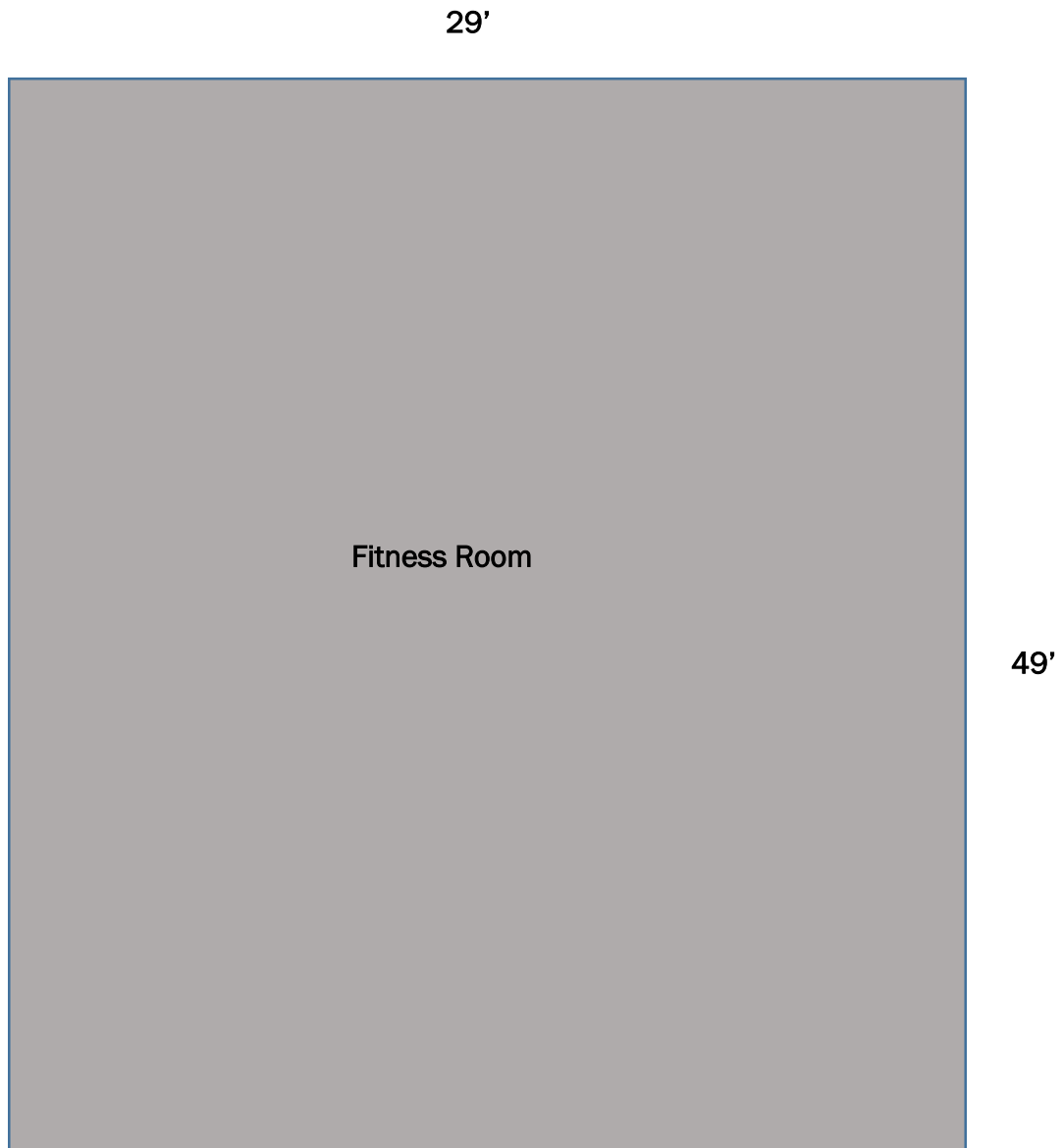
Provide Optional Pricing for the following:

The optional equip. shall be the exact same manufacturer as the other equipment provided (or pre-approved equal).

- Dumbbell Rack
- Dumbbell Weights 10 lbs. thru 50 lbs.
- Multi -Adjustable Bench
- Strength Piece that utilizes a dual cable pulley system
- Tricep Extension
- Four Way Neck Machine
- Lateral Raise
- Pec Fly

Site A – Cal Johnson Drawing

(Dimensions are approximate)



Site B

Cumberland Estates

Equipment List

- Abdominal Crunch
- Biceps Curl
- Chest Press
- Lat Pulldown
- Rotary Torso
- Shoulder Press
- Leg Press

Provide Optional Pricing for the following:

The optional equip. shall be the exact same manufacturer as the other equipment provided (or pre-approved equal).

- Dumbbell Rack
- Dumbbell Weights 10 lbs. thru 50 lbs
- Multi -Adjustable Bench
- Strength Piece that utilizes a dual cable pulley system
- Low Back
- Row
- Tricep Press
- Leg Extension
- Seated Leg Curl
- Tricep Extension
- Four Way Neck Machine
- Lateral Raise
- Pec Fly
- Hip Abduction Adduction

Site B – Cumberland Estates Drawing

(Dimensions are approximate)



Site C

Cecil Webb

Equipment List

- Abdominal Crunch
- Biceps Curl
- Chest Press
- Lat Pulldown
- Rotary Torso
- Shoulder Press
- Leg Press

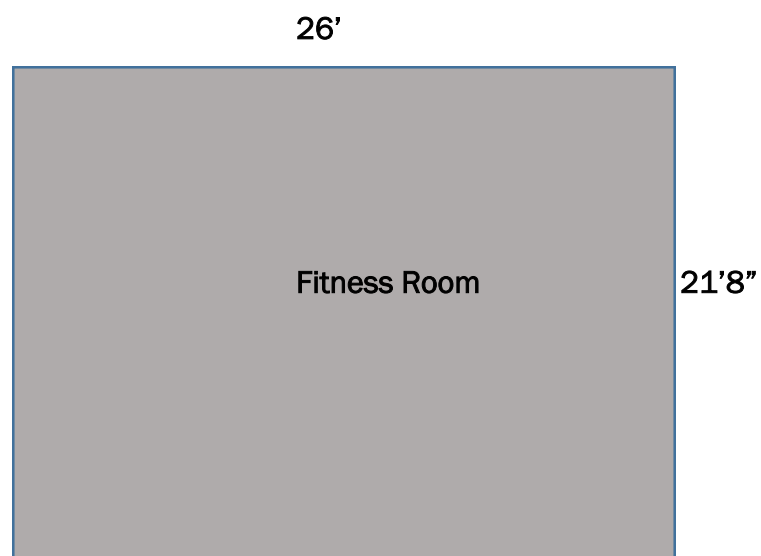
Provide Optional Pricing for the following:

The optional equip. shall be the exact same manufacturer as the other equipment provided (or pre-approved equal).

- Dumbbell Rack
- Dumbbell Weights 10 lbs. thru 50 lbs
- Multi -Adjustable Bench
- Strength Piece that utilizes a dual cable pulley system
- Low Back
- Row
- Tricep Press
- Leg Extension
- Seated Leg Curl
- Hip Abduction Adduction
- Tricep Extension
- Four Way Neck Machine
- Lateral Raise
- Pec Fly

Site C – Cecil Webb Drawing

(Dimensions are approximate)



Site D

E. V. Davidson

Equipment List

- Abdominal Crunch
- Biceps Curl
- Chest Press
- Lat Pulldown
- Low Back
- Rotary Torso
- Row
- Shoulder Press
- Tricep Press
- Leg Extension
- Leg Press
- Seated Leg Curl
- Hip Abduction Adduction

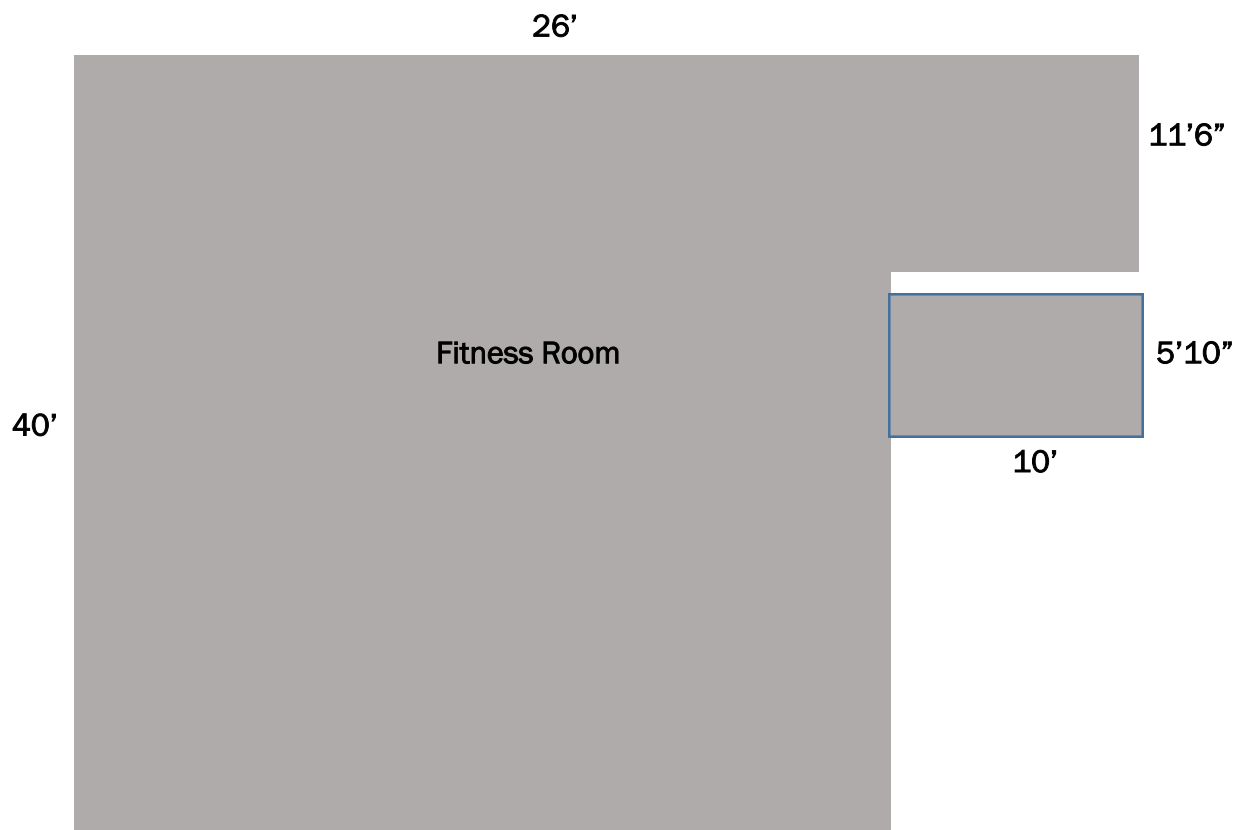
Provide Optional Pricing for the following:

The optional equip. shall be the exact same manufacturer as the other equipment provided (or pre-approved equal).

- Dumbbell Rack
- Urethane Dumbbell Weights 5 lbs. thru 50 lbs
- Multi -Adjustable Bench
- Strength Piece that utilizes a dual cable pulley system
- Tricep Extension
- Four Way Neck Machine
- Lateral Raise
- Pec Fly

Site D – E. V. Davidson Drawing

(Dimensions are approximate)



Specification & Pre-Approved Equal Instructions:

Contractor of responsibility to provide products which comply with all requirements and equipment specifications indicated on the drawings and/or specified herein. Any exceptions shall be clearly marked or noted on the submitted bid documentation.

For pre-approved equal consideration, contractor shall submit written documentation prior to bid submission. The documentation shall provide clear and concise specifications from the proposed manufacture comparing to all the specifications provided herein.

BID SUBMISSION REQUIREMENTS

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

1. Bid Form 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. Diversity Business Enterprise (DBE) Program form

INSTRUCTIONS AND CONDITIONS

1. 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 **Monday, December 2, 2019**, at **11:00:00 a.m.**, 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 above-specified 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. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Division, City

of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: **"Fitness Equipment."**

5. **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.
6. **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.
7. 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.
8. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
9. 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 www.knoxvilletn.gov/purchasing.
10. **Bid submissions from un-registered bidders may be rejected.**
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. 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.

13. 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.
14. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
15. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
16. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
17. 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.
18. 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.
19. 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.
20. 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 **Karisa Scott, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at kscott@knoxvilletn.gov. 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 www.knoxvilletn.gov/bids. 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.
21. 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.

22. 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.
23. 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.
24. 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.

CITY OF KNOXVILLE

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 "Fitness Equipment" to open on Monday, December 2, 2019, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

(Title)

Date _____

Email _____

Phone _____

Site A - Cal Johnson Recreation Center

Equipment List

Item	Cost
Abdominal Crunch	
Biceps Curl	
Chest Press	
Lat Pulldown	
Low Back	
Rotary Torso	
Row	
Shoulder Press	
Tricep Press	
Leg Extension	
Leg Press	
Seated Leg Curl	
Hip Abduction Adduction	
Delivery	
Installation	
Total Cost of All Items	

Provide Optional Pricing on the Following Items:

Item	Cost
Dumbbell Rack	
Dumbbell Weights (10lbs – 50lbs)	
Multi-Adjustable Bench	
Strength Piece (Utilizing dual cable pulley system)	
Tricep Extension	
Four Way Neck Machine	
Lateral Raise	
Pec Fly	

Site B – Cumberland Estates Recreation Center

Equipment List

Item	Cost
Abdominal Crunch	
Biceps Curl	
Chest Press	
Lat Pulldown	
Rotary Torso	
Shoulder Press	
Leg Press	
Delivery	
Installation	
Total Cost of All Items	

Provide Optional Pricing on the Following Items:

Item	Cost
Dumbbell Rack	
Dumbbell Weights (10lbs – 50lbs)	
Multi-Adjustable Bench	
Strength Piece (Utilizing a dual cable pulley system)	
Low Back	
Row	
Tricep Press	
Leg Extension	
Seated Leg Curl	
Tricep Extension	
Four Way Neck Machine	
Lateral Raise	
Pec Fly	
Hip Abduction Adduction	

Site C – Cecil Webb Recreation Center

Equipment List

Item	Cost
Abdominal Crunch	
Biceps Curl	
Chest Press	
Lat Pulldown	
Rotary Torso	
Shoulder Press	
Leg Press	
Delivery	
Installation	
Total Cost of All Items	

Provide Optional Pricing on the Following Items:

Item	Cost
Dumbbell Rack	
Dumbbell Weights (10lbs – 50lbs)	
Multi-Adjustable Bench	
Strength Piece (Utilizing a dual cable pulley system)	
Low Back	
Row	
Tricep Press	
Leg Extension	
Seated Leg Curl	
Hip Abduction Adduction	
Tricep Extension	
Four Way Neck Machine	
Lateral Raise	
Pec Fly	

Site D – E. V. Davidson Recreation Center

Equipment List

Item	Cost
Abdominal Crunch	
Biceps Curl	
Chest Press	
Lat Pulldown	
Low Back	
Rotary Torso	
Row	
Shoulder Press	
Tricep Press	
Leg Extension	
Leg Press	
Seated Leg Curl	
Hip Abduction Adduction	
Delivery	
Installation	
Total Cost of All Items	

Provide Optional Pricing on the Following Items:

Item	Cost
Dumbbell Rack	
Urethane Dumbbell Weights (5lbs – 50lbs)	
Multi-Adjustable Bench	
Strength Piece (Utilizing a dual cable pulley system)	
Tricep Extension	
Four Way Neck Machine	
Lateral Raise	
Pec Fly	

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

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

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

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

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

NOTARY PUBLIC:

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

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (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 2018 goal is to conduct 3.06% of its business with minority-owned businesses, 10.03% of its business with woman-owned businesses, and 38.71% with small businesses.

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

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

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

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

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

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

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

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

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

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

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

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

(Project Name)
\$ _____
(Amount of Bid)

Please select one:

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

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

\$ _____.
Estimated Amount of Subcontracted Service

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: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____