



CITY OF KNOXVILLE
 OFFICE OF THE PURCHASING AGENT
 P.O. BOX 1631
 400 MAIN ST., ROOM 667
 KNOXVILLE, TN 37901

QUOTATION SHEET

THIS IS NOT AN ORDER

DATE: 03/24/2017 PAGE 1 Of 1

DOCUMENT NUMBER: **434659**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE QUOTING. QUOTE ON THIS FORM ONLY.
 QUOTE PRICE ON ITEMS LISTED OR EQUAL.

****ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE ****

Merchandise to be delivered to : See Contract Agreement

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,
 until 04/07/2017 11:00:00 AM

Rock, Crushed Stone, Sand and Gravel

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	This bid to establish sources of supply where the City of Knoxville Public Service Department may purchase Rock, Crushed Stone, Sand and Gravel at a firm fixed price, as needed and if required, with two delivery options, as outlined in attached specifications. THIS IS A MULTIPLE AWARD CONTRACT. NO SPECIFIC QUANTITY IS GUARANTEED.					

IMPORTANT - State Merchandise
 Delivery Date Here: _____

Buyer Name: Blackburn, Linda
 Phone: 865-215-2074
 Fax: (865) 215-2277
 Email: lblackburn@knoxvilletn.gov

 (Company Name)

 (Authorized Signature)

 (Print Signed Name)

 (Phone Number)

 (Email Address)

CITY OF KNOXVILLE
INVITATION TO BID

FOR THE SUPPLY OF
ROCK, CRUSHED STONE, SAND AND GRAVEL

THIS IS A MULTIPLE AWARD CONTRACT

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until **11:00:00 a.m.** (Eastern Time) on **April 7, 2017**, at which time they will be opened and publicly read aloud and contract(s) awarded as soon thereafter as practicable for the supply of rock, crushed stone, sand and gravel as needed and when required by the City of Knoxville Public Service Department with two delivery options.

Contract shall be for one year, with option to extend for two additional years, one year at a time, for a total of three years at the same terms and conditions, subject to agreement of both parties.

This agreement is for the supply, loading, delivery and offloading of materials ONLY, and does not include installation. Materials must meet or exceed specifications.

BIDDERS DO NOT NEED TO BID ALL LINE ITEMS TO BE ELIGIBLE FOR AWARD.

INFORMATION:

In order to meet the City's need for service, City crews travel in and around the Knoxville area to maintain parks, construct facilities, repair roads and maintain buildings. The City stockpiles aggregates for this purpose at 1400 Loraine Street, but it is not always cost effective for vehicles to travel from the job site to pick-up.

In order to make purchase of these aggregates as convenient as possible, and prevent as much downtime as possible, it is the desire of the City to contract for the purchase of aggregates with multiple vendors, in multiple areas, for pick-up as needed; and to obtain a firm fixed price for delivery of aggregates on as need and when required basis.

INTENT: MULTIPLE AWARD

The intent of this invitation to bid is to establish sources of supply where crushed stone, rock, sand and gravel may be purchased on an as need and when required basis at a firm fixed price, with two delivery options.

This will be a multiple award contract. The City will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive, responsible bidders. Plant locations are subject to approval of the Director of Public Service.

As needs arise, the City will review the tabulated list of awarded vendors who submitted a bid, evaluate total cost to the City, and determine the vendor with the lowest responsive cost to the department. An award does **NOT** guarantee that your company will receive an order during the term of this contract or that the awarded items will be requested by the department, who may purchase all, some or none of the items contained in this invitation. **NO SPECIFIC QUANTITY IS GUARANTEED.**

FREIGHT F.O.B. DELIVERED AND PICK-UP AT PLANT

A. Freight F.O.B. Destination (When delivery is required by vendor)

When delivery is required, City agencies will evaluate total costs to purchase and transport the aggregate required from contractor's plant locations, to the job site or City installation, and award to the lowest contract vendor with sufficient inventory to meet the City's needs.

The net unit price per ton will include delivery charges, F.O.B. Destination, to any City installation or job site located within the City limits of Knoxville, Tennessee. Most deliveries will be to 1400 Loraine Street, and will be for a full truckload.

All deliveries by Bidder, will be made between the hours of 8:00 am and 2:30 pm, Monday through Friday, excluding City holidays, unless special arrangements have been made with vendor, or in the event of an emergency

All items ordered for delivery to Loraine Street, must be delivered within five (5) business days after receipt of order. Delivery to locations, other than Loraine Street, will be at a mutually agreed upon time.

In the event of a declared emergency, Contractor will deliver immediately.

B. Freight Origin (Pick-up at Plant) (When delivery is not required by vendor).

When pick-up service is required for a job or project, the department will evaluate total costs from the three closest plant locations to the requestor's job site and award to the lowest contract vendor, with an adequate inventory to meet the City's need for immediate service. Cost of the material, availability, distance from the job site, and cost to the City for two men and one truck to travel to, and return from, Bidder's plant location will be a consideration when determining award. The decision of the department as to the location for use shall be final.

Plant locations are subject to approval of the Director of Public Service.

In order to limit our driving time and mileage, the City prefers that bidder(s) have at least one crushed rock site within the City limits of Knoxville.

It will be the Contractor's responsibility to supply any necessary equipment and labor to load materials onto City vehicles. The City will be responsible for supplying equipment and labor to haul requested product to delivery point.

Quantities will vary with the needs of the department, and may not be for a full truckload.

The City will pick-up at vendor's plant location during normal business hours, and will notify vendor at least 24 hours in advance of our intent to purchase crushed stone. All other aggregates awarded should be kept in sufficient stock to meet the City's needs for one day use.

INFORMATION: ESTIMATED QUANTITIES

During fiscal year 2015/16, the City purchased the following aggregates. The quantities listed are estimated and are given for the information of bidder, and for the purpose of bid evaluation. They may or may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period; the location of bidder's plant/storefront(s); and the number of locations required to meet the service needs of the City. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the City. **NO SPECIFIC QUANTITY IS GUARANTEED.**

DESCRIPTION	ESTIMATED QUANTITIES PURCHASED PER TON 2015/16
Stone - #2	293 Ton
Stone - #3	46 Ton
Stone - #4	1,431 Ton
Stone - #10	201 Ton
Stone - #24	9 Ton
Stone - #57	24 Ton
Stone - #57 – YM	593 Ton
Stone – Filter	10 Ton
Rip Rap	57 Ton
Rip Rap-Graded	604 Ton
Rip Rap – Class C	10 Ton
Shot Rock	18 Ton
Surge	26 Ton
Primary Output/Surge	32 Ton
Grade D Base PUG	35 Ton

Crusher Run (Base Stone)	3,222 Ton
Crusher Run/Grade C Base	504 Ton
Masonry Sand – Yellow	1766 Ton
Masonry Sand – Limestone	96 Ton
Masonry Sand – Red River Sand	127 Ton
River Slicks (6 in-14in)	10 Ton
River Slicks (3 in-5in)	10 Ton
Gravel ½in Brown Pea-Gravel	26 Ton

FIRM BID PRICE PERIOD

Prices quoted shall be firm for the duration of the contract, except in the event an unexpected charge is imposed on the Contract holder by a federal, state, county or city government entity during the term of the contract. The vendor/contractor may invoice the City for the imposed charge amount as long as it provides proof (invoice or statement, etc.) of the imposed charge to the user agency. The City shall also be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor holder must provide written price reduction information within ten (10) days of its effective date.

PRICING:

The Department is requesting unit bid pricing for:

- Part 1 - Aggregate, plant pickup (Cost per ton)
- Part 2 - Aggregate delivered price (Cost per ton) to any location within the City limits of Knoxville, Tennessee-FOB Destination.

Bidders must submit their lowest net, per ton, bid prices for the commodities and services specified on the bid form, guaranteed firm for the contract duration.

Bidder may

- submit alternate (separate) bids for each of its plant locations; or
- submit one bid for all of its plant locations that have the same pricing for the same line item.

Bidder shall list, or attach a document listing, all of its plant locations for each bid submitted and identify what materials are available at each plant/location, price if material is picked up at the facility, and cost per ton to supply, deliver, and offload materials from that location. Each location must be identified separately. The location where materials are picked up, or transported from, shall be clearly identified on all invoices and pick-up tickets.

Delivered price shall include all charges and be net 30, F.O.B. Destination any City installation or job site located within the City limits of Knoxville, Tennessee, as designated by the ordering department. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service to the City of Knoxville Public Service Department, and other authorized departments of the City, with all charges for transportation and unloading prepaid by the Contractor.

Pick-up price shall include all charges, including loading of materials onto City owned vehicles, and be net 30, F.O.B. Origin.

DISCOUNTS FOR EARLY PAYMENT:

Bidders may offer discounts for prompt payment of invoices, however, such discounts will not be used in determining the final net prices offered. The City may take advantage of such discounts, if offered.

EMERGENCY SERVICES:

After hour, emergency service, if required, will be provided by Bidder on an as need and when required basis.

As part of this bid, Contractor will provide the name, after hour phone number and email address of an emergency contact that is familiar with this contract, and has the ability to provide the services required.

PURCHASING OFF CONTRACT

During the term of this agreement, and any subsequent extension of this agreement, the City may require aggregates other than those listed on the attached bid form. In the event the City requires a different type or size of aggregate, such materials may be purchased on the open market or, at the option of the City, be added to the contract, by requesting firm pricing from contracted vendors.

The City reserves the right to purchase the awarded aggregates off contract when the awarded contract Vendors within a driving distance of twenty-five (25) miles from the Public Service defined destination cannot supply the material required, or in the event of an emergency where time is of the essence.

The City reserves the right to obtain competitive bids, for projects requiring the materials awarded under this bid exceeding \$25,000.

BIDDER QUALIFICATIONS/ INSPECTION/FACILITIES

Separate contracts will be awarded to responsive and responsible bidders considering the following:

- Price
- The Bidders plant location(s)
- Ability to perform
- Conformity to specifications

In order to limit our driving time and mileage, the City prefers that bidder(s) have at least one crushed rock site within the City limits of Knoxville, Tennessee.

The Bidder shall include its Plant Location(s), with the bid, for the plant locations(s) to be considered for award. Plant locations are subject to approval of the Director of Public Service.

Contractor must be fully licensed and insured to make bulk deliveries.

Bidders must, upon request of the City, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications as outlined. The City reserves the right to make the final determination as to a bidder's ability to perform.

The City Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

BID REJECTION:

Bids may be rejected for lack of apparent ability to perform the proposed contract.

Bid prices which are, in the opinion of the Purchasing Agent, unbalanced may be rejected

CLARIFICATION: The term "unbalanced" shall be interpreted as meaning. Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the Purchasing Agent, or if such unbalanced prices are contrary to the interest of the City.

BILLING INSTRUCTIONS:

The vendor/contractor shall invoice the City only after product has been received by the user agency or upon completion of the service requested.

IMPORTANT PLEASE NOTE: All charges, are to be listed on the bid form and included in the per ton price of the aggregate being purchased. Additional charges, including but not limited to fuel surcharges, are NOT payable and will be deducted from any invoices received.

The contractor shall submit an invoice, with all necessary supporting documentation, to the City agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract or purchase order number: (assigned by the City)
4. Plant location from which the materials were picked-up or delivered from as identified in bid submitted by contractor;
5. Project Name or location where materials were delivered or were scheduled for use (to be provided by the department);
6. Account Name;
7. Account/Customer number (uniquely assigned by the vendor/contractor);
8. Contractor name;
9. Contractor contact (name, phone, fax or email address for the person to contact with billing questions);
11. Contractor remittance address
12. Description of delivered products(s) or service; and
13. Total amount due for delivered products(s) or services.

PAYMENT:

By submitting a bid the Contractor agrees that timeframe for payment (and any discounts) begins when the City has received and accepted the materials, and is in receipt of a correct invoice meeting the minimum requirements above.

Standard payment term for the City of Knoxville is NET 30. It is the responsibility of the "bill to" agency to make payment within this period of time. Any questions concerning payment should be addressed to the "bill to" agency and not to the Procurement Division.

Contractor must be able to apply payment received, in the form of one check, to multiple invoices in an accurate matter. Failure on behalf of Bidder to maintain accurate records may be cause for cancellation of the contract.

SPECIFICATIONS:

Specifications for Crushed Stone, Boulders, Gravel and Sand:

1.0. TDOT Requirements: All contractor-provided materials are to be in conformance with Tennessee Department of Transportation –Standard Specifications for Road and Bridge Construction March 1, 2006, Part 1, General Provisions, Part 2 Earthworks, Part 3 Base and Subgrade Treatment and all subsequent supplements.

All materials furnished shall be in conformity with the material requirements. In the event the City Engineer or other City representative finds the materials are not in conformity with the

specifications, the materials shall be removed and replaced, or otherwise corrected, at the contractor's expense.

1.1 Duties of the Inspector: City of Knoxville Inspectors will be authorized to inspect all materials furnished. Such inspection may extend to the preparation and manufacture of the materials to be used.

1.2 Plant Inspection: The responsibility for securing satisfactory material rests entirely with the Contractor. The City Public Service or Engineering Department may undertake the inspection of materials at the source of supply. Such inspection will be undertaken only when the City is assured of the fullest cooperation and assistance of the Contractor and of the material producer involved. This includes copies as required of all orders, shipping information, and other pertinent papers.

The representative of the City shall have free and safe entry at all times to such parts of the plant as concern the manufacture and production of material. When said representatives are in or about the premises referred to above, in the course of their employment, they shall be deemed conclusively to be invitant of the Contractor. If the Contractor is not the owner of the place where fabrication, preparation, or manufacture are in progress, the owner thereof shall be deemed to be the agent of the Contractor with respect to the obligation assumed hereunder.

1.3 Resampling and Testing, or Re-inspection: At the option of the Engineer, all materials are subject to resampling and testing, or re-inspection at any time after delivery to the site of Work, or to any batching plant. Such materials are subject to rejection if found unacceptable under these specifications.

1.4 Defective Material: All materials found to be unacceptable for any reason shall not be delivered to the site if rejected elsewhere, or shall be removed from the site or processing batch plant if rejected there.

1.5 Public Convenience and Safety: Precaution shall be exercised at all times for protection of persons and property.

2.0 Load Limitations: Contractor shall adhere to all legal load limits.

3.0 Measurement of Quantities: All work completed under the Contract will be measured by the City according to United States standard measure or the International System of Units (SI, the Modernized Metric System) as indicated by the Plant.

3.1 Units of measurement and dimensions will be shown in these specifications in both United States standard measure and S.I. (metric). The City will be utilizing the hard conversion to metric units in lieu of a soft conversion. A hard conversion is a statement of a previous dimension in a convenient, rounded metric unit. For example, a hard conversion for 3 feet would be 1 meter. A soft conversion is an exact re-stating of a conventional U.S. measurement in metric terms. The previously stated dimension of 3 feet would be soft

converted to 0.9144 meter. The unit of measure designated by the Contract, be it U.S. standard or metric, will be the governing dimension for inspection, staking, testing, quantities, etc.

3.2 A term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. The metric ton shall consist of 1,000 kilograms.

3.3 Unless otherwise specified, certified weights may be accepted for materials measured or proportioned by weight that are shipped by truck transport, provided that only the actual weight of the material delivered is paid for.

3.4 In all cases where measurement of materials is based on certified weights, the Contractor will be required to furnish the City certified weigh bills showing the net tons (metric tons) of materials received in each shipment. In no case will the City pay for materials in excess of the amounts represented by the certified weigh bills.

3.5 The Contractor or materials supplier will employ a Certified Public Weigher as defined in the Certified Public Weigher Law of 1981, Tennessee Code Annotated, Section 47-26-801, et. Seq., as amended. All applicable materials shall be measured in accordance with the Certified Public Weigh Law on scales approved by the City. Weight (haul) tickets shall be provided by the Contractor in accordance with the specifications and as directed by the City.

3.6 The scale used to weigh the material shall be accurate within a tolerance 0.5% and the value of the minimum gradation shall not be greater than 100 lbs. (50kgs).

3.7 The scales shall be checked as often as necessary to insure their continued accuracy.

3.8 Trucks used to haul material being paid for by weight shall be weighed empty at such times as the City Engineer directs, and each truck shall bear a plainly legible identification mark.

4.0 Stockpiles: The area for each stockpile shall be of adequate size, reasonably uniform in cross section, well-drained and cleared of foreign materials. Stockpiles shall be sufficient size to provide for a minimum of one day's operations. The aggregate stockpiles shall be placed on a firm, hard surface such as a compacted aggregate or stabilized base, bituminous or concrete and shall be constructed by placing the aggregates in layers not more than one (1) meter thick.

4.1 Aggregates from the haul way areas shall not be used. The piles shall be located so that there is no contamination by foreign material and no intermingling of aggregates from adjacent piles.

4.2 Aggregates from different sources and of different gradings shall not be stockpiled near each other unless a bulkhead is placed between the different materials. Aggregates of different gradings and from sources for use in blends shall be blended by proportion through the weigh hoppers. Aggregates found segregated or contaminated will be rejected for use. A rejected stockpile may be reconstructed for further evaluation. Aggregates shall be removed from stockpiles in a manner such as to prevent segregation.

4.3 Aggregates which require washing shall not be used sooner than 24 hours after washing or until the surplus water has drained out and the material has a uniform moisture content.

4.4 Steel tracked equipment will not be permitted on the stockpiles.

PRODUCT SPECIFICATIONS:

CRUSHED STONE GENERAL DESCRIPTION: Crushed stone is a form of construction aggregate, typically produced by mining a suitable rock deposit and breaking the removed rock down to the nearest size using crushers. It is distinct from gravel which is produced by natural processes of weathering and erosion, and typically has a more rounded shape.

Crushed Stone, Aggregate Gradings A thru E: Aggregates for Mineral Aggregate Base and Surface Courses shall be crushed stone, crushed slag, crushed or uncrushed gravel, crushed or uncrushed chert, crushed recycled concrete, or screened reclaimed asphalt pavement (RAP) together with such material as manufactured sand or other fine materials naturally contained, or added thereto as needed to conform with these specifications. The aggregate shall be of 2 Types: Type A and Type B.

(a) Type A aggregate for mineral aggregate base and surface courses shall consist of hard durable particles or fragments of stone, slag, gravel, or chert, and other finely divided mineral matter. Recycled concrete aggregate or reclaimed asphalt pavement, at a maximum rate of 25%, by weight, may be used for Type A aggregate, provided the contained aggregate blend meets all of the requirements specified below. The recycled concrete and asphalt shall be crushed and screened to produce a uniform stockpile before being blended with the virgin material. The recycled stockpiles shall be free of bricks, steel, wood, and all other deleterious materials. Individual or blended materials shall meet the requirements specified below:

1. Crushed stone shall be free of silt and clay. The coarse aggregate portion (retained on the No. 4 (4.75 mm) sieve) of the stone shall have a percentage of wear of not greater than 50, and when subjected to five alterations of the sodium sulfate soundness test, the weighted percentage of loss shall not exceed 15.

2. Crushed slag shall be free of silt and clay and shall meet the quality requirements of crushed stone. It shall be reasonably uniform in density and shall have a dry-rodded weight of at least 70 lbs./c.f.

3. Gravel and chert shall be screened and all oversize material may be crushed and fed uniformly back over the screen. The coarse aggregate portion shall have a percentage of wear of not greater than 50, and when subjected to 5 alterations of the sodium sulfate soundness test, the weighted percentage of loss shall not exceed 15. The portion of the material passing the No. 40 (425 um) sieve shall be non-plastic, or shall have a liquid limit of not greater than 30 and a plasticity index of not more than eight.

If the aggregate, coarse aggregate or binder, in addition to that present in the base material, is necessary in order to meet the gradation or density requirements or for satisfactory bonding of the material, it shall be uniformly blended with the base course material at the mixing plant by a mechanical feeder to maintain a uniform flow on the belt in the mixer. Blending of materials on the stockpiles or in the pits by bulldozer, clamshell, dragline or similar equipment will not be permitted.

The composite gradation of Type A aggregate shall be the grading specified.

(b) Type B aggregate for mineral base consist of crushed or uncrushed gravel, crushed or uncrushed gravel, crushed or uncrushed chert, crushed stone or crushed slag, and other finely divided particles. Recycled concrete aggregate or reclaimed asphalt pavement, at a maximum rate of 30%, by weight, may be used for Type B aggregate provided the combined aggregate blend meets all of the requirements specified below. The recycled concrete and asphalt shall be crushed and screened to produce a uniform stockpile before being blended with the virgin material. The recycled stockpiles shall be free of bricks, steel, wood, and all deleterious materials. The quality of Type B aggregate shall be the same as the quality requirements for Type A aggregate with the following exceptions:

- The Sodium Sulfate Soundness shall not exceed 20. Type B aggregate shall be screened and the oversize materials may be wasted or crushed and returned over the screen and uniformly blended with the other material.
- Material having clay content greater than 12%, as determined by hydrometer analysis (AASHTO T 88), will not be permitted. Material having a clay content not exceeding 12% will be acceptable provided a plasticity index-fines product does not exceed 3 when calculated by the following formula:

$$\frac{\% \text{Passing No. 40(425 um)} \times \text{P.I. of No. 40(425um) Material}}{100}$$

If an excess binder occurs, crushed stone, crushed slag, gravel, chert, sand, or other approved granular materials shall be uniformly incorporated in such proportions, not to exceed 20% of the total mix, as the Engineer directs.

If the quantity of binder is insufficient to bond the base or surface course properly, additionally binder of approved quality, in an amount not to exceed 15% of the total mix, shall be uniformly incorporated as directed by the Engineer.

The use of material requiring the addition of coarse aggregate or binder in excess of the above limits will not be permitted, unless otherwise instructed by the City.

Blending of additional material, if required, should be performed at the screening. If blending is done at the plant, mechanical feeders will maintain a uniform flow of the materials on the conveyor belt to the mixer or screening plants shall be employed. Blending of materials on the stockpile or in the pit by means of a bulldozer, clamshell, or similar equipment will not be permitted.

When combinations of materials for Type B aggregate for mineral aggregate base and surface courses such as creek gravel and chert, bank gravel and chert, crushed stone and chert, crushed slag and chert, are permitted, they will be designated on the Plans or in the Contract, and the pertinent requirements for this specifications for quality, blending of materials, and gradings shall apply.

The composite gradation of Type B aggregate shall be the grading specified in the Plans or in the Contract.

Grading Table for Type A and Type B Aggregate for Mineral Aggregate Base and Surface Courses

Total Per Cent by Weight, Passing Sieves

Sieve Size	Grading A	Grading B	Grading C	Grading D	Grading E
2 ½ in (63mm)	100				
2 in (50mm)	95-100	100			
1 ½ in (37.5mm)		95-100	100	100	
1 in (25mm)			90-100	95-100	100
¾ in (19mm)		65-95		60-95	90-100
3/8 in (9.5mm)	35-65		45.74	50-80	65-100
No. 4 (4.75mm)		35-55	30-55	40-65	
No. 16 (1.18mm)		15-45		20-40	
No. 100 (150mm)	0-10	4-15	4-15	9-18	5-15

- **Uses:**
Crushed natural stone is a key material for macadam road construction which depends on the interlocking of the individual stone's angular faces for its strength. Crushed stone is also used similarly without a binder for riprap, railroad track ballast, and filter stone. It may also be used with a binder in a composite material such as concrete, tarmac, or asphalt concrete.
- Crushed stone is also used for driveways, drainage, and is often mixed with asphalt, placed around trees, landscaping, French drains, and as a sub-base for

concrete sidewalks, concrete driveways, and patios, septic systems, and tracking pads for job sites.

Gravel, Crushed Chips, (No. 6, 7 or 8):

The crushed chips will be machine crushed or machine ground from natural stone and shall be available from 6mm, 7mm, and 8mm sizes and in a variety of colors. Crushed chips can be used to decorate pavement, gardens, bathrooms, pools or fish tanks.

Gravel, Bank or Chert (CLS B, GRD C or D):

Gravel is composed of unconsolidated rock fragments that have a general particle size range and include size classes from granule to boulder-sized fragments. Gravel is sub-categorized by the Udden-Wentworth scale into granular gravel (2 to 4mm or 0.079 to 0.16 in) and pebble gravel (4 to 64mm or 0.2 to 2.5 in). One cubic yard of gravel typically weighs about 3,000 pounds (or a cubic meter is about 1,800 kilo-grams). Where natural gravel deposits are insufficient, gravel is often produced by quarrying and crushing hard-wearing rocks, such as sandstone, limestone, or basalt.

Bank Gravel is a natural mound or exposed face of gravel, particularly such a place from which gravel is dug.

- Uses:
Gravel is used to surface roads and to manufacture concrete.

Chert is a fine-grained silica-rich microcrystalline, cryptocrystalline or micro fibrous sedimentary rock that may contain small fossils. It varies greatly in color (from white to black), but most often manifests as gray, brown, grayish brown and light green to rusty red; its color is an expression of trace elements present in the rock, and both red and green are most often related to traces of iron (in its oxidated and reduced forms respectively). "Common chert" is a variety of chert which forms in limestone formations by replacement of calcium carbonate with silica. This is the most abundantly found variety of chert.

Chert occurs as oval to irregular nodules in greens, and limestone, chalk, and dolostone formations as a replacement mineral, where it is formed as a result of some type of diagenesis. Where it occurs in chalk or marl, it is usually called flint. It also occurs in thin beds, when it is a primary deposit (such as with many jaspers and radiolarites). Thick beds of chert occur in deep geosynclinal deposits.

Cherts engineering problems: Cherts are subject to problems when used as concrete aggregates. Deeply weathered chert develops surface pop-outs when used in concrete that undergoes freezing and thawing because of the high porosity of weathered chert. The other concern is that certain cherts undergo an alkali-silica reaction with high-alkali cements. This reaction leads to cracking and expansion of concrete and ultimately to failure of material.

- Uses:
Chert is ubiquitous as stream gravel and fieldstone and is currently used as construction material and road surfacing. Part of chert's popularity in road surfacing or driveway construction is that rain tends to firm and compact chert while other fill often gets muddy when wet. However, where cherty gravel ends up as fill in concrete, the slick surface may cause localized failure.

Stone, Gabion (Spec Class A-1 Rip-Rap) Size 2 in to 12 in:

Rip-Rap shall consist of stones as nearly as practicable in the form of right rectangular prisms. At least 50%, by weight, of the stones shall weigh in excess of 150kg each, and the remainder of the stones shall weigh from 50 to 150kg each. The gradation of materials furnished as rip-rap will be accepted or rejected based on a visual examination of the material by the Engineer.

A gabion is a cage, cylinder, or box filled with rocks, concrete, or sometimes sand and soil for use in civil engineering, road building, and military applications. For erosion control, caged riprap is used. For dams or in foundation construction, cylindrical metal structures are used.

- Uses:
Gabions are used to stabilize shorelines, stream banks or slopes against erosion. Other uses include retaining walls, temporary floodwalls, silt filtration from runoff, for small or temporary/permanent dams, river training, or channel lining. They may be used to direct the force of a flow of flood water around a vulnerable structure. Gabions are also used as fish barriers on small streams.

Rip-Rap:

- 2" to 3" are used for bases beneath larger rip-rap products and sub-base courses.
- 4" to 8" are used in stream bank stabilization, gabions, and pipe discharges.
- 6" to 12" are used in stream bank stabilization and erosion control.

Boulders (Approximately 1 to 3 Feet): Boulders shall be rounded or sub-rounded granite and limestone boulders.

- Uses:
Boulders are used for landscaping, ponds and retaining walls.

Sand is a naturally occurring granular material composed of finely divided rock and mineral particles. Sand particles range in diameter from 0.0625 mm (or 1/16mm) or 2 mm. An individual particle in this range size is termed a sand grain. Sand grains between gravel (with particles ranging from 2 mm up to 64 mm) and silt (particles

smaller than 0.0625 mm down to 0.004 mm). The composition of sand is highly variable, depending on the local rock sources and conditions.

Mason Sand is a coarse sand. It is a mixture of beige, tan, gray, brown, and some white. Mason sand is used to mix concrete and mortar for laying blocks, bricks, and stone.

Utility Sand is a fine sand. It is usually a mixture of beige, tan, gray, brown, and white. It is used to backfill utility pipe such as water, gas, or electric, and to backfill trenches.

- Uses: In addition to the uses listed above, sand can be used as follows:
 - Mortar: Sand is mixed with cement and sometimes is used in masonry construction.
 - Concrete: Sand is often a principle component of this critical construction material
 - Landscaping: Sand makes small hills and slopes (for example, in golf courses).
 - Paint: Mixing sand with paint produces a textured finish for walls and ceilings or non-slip floor surfaces.
 - Roads: Sand improves traction (and thus traffic safety) in icy or snowy conditions.
 - Sandbags filled with sand are used to protect against floods and gunfire.
 - Water Filtration: Media filters use sand for filtering water.

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. Non-Collusion Affidavit
3. Drug-Free Workplace Affidavit
4. Iran Divestment Act Certification of Non-inclusion
5. Form I or Form II from the Equal Business Opportunity Program packet

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **April 7, 2017, 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 waive any informalities or to reject any or all bids,

to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.

3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. 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 fully executed and notarized affidavit must be submitted with the sealed bid.
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. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent; 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: **"Aggregates: Rock, Crushed Stone, Sand, and Gravel"**

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.

7. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
8. All bidders must be licensed to conduct business.
9. Payment for completed services delivered to and accepted by the City shall be at the contract price.

10. 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.
11. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
12. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen (15) days from the date of bid opening, same will be disposed of in a manner deemed to be in the best interest of the City. Items shipped as a result of an Agreement to purchase (Contract or Purchase Order) must match the sample provided with Vendor's bid submission. The City of Knoxville will be the sole judge as to whether or not the shipped items match said supplied sample, and the City's decision will be final. Should shipped items not, in the City's judgment, be as represented by the sample provided, Vendor shall pay the City in full for all costs associated with returning shipped items to the Vendor. No restocking fee or other fees will be assessed against the City of Knoxville.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
14. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
15. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
16. 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.
17. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
18. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
19. Regarding the Equal Business Opportunity Program contracting, the appropriate Form 1 or Form 2 **must** be submitted with the bid. Successful bidders, who include Form I with their bid, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment will not be released by the City until Form III is submitted.
20. 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.

21. 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.
22. 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 Linda Blackburn, Senior Buyer for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at lblackburn@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/purchasing. 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.
23. 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.
24. 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.
25. 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 the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, 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.

26. 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 so terminated.
27. 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.
28. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
29. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract 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.
30. The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

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

Aggregates

Rock, Crushed Stone, Sand and Gravel”

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

Having carefully examined the specifications entitled “**Aggregates: Rock, Crushed Stone, Sand and Gravel”**

and the other Contract Documents and addenda, and having familiarized ourselves with the product, supply and delivery requirements. We hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work and provide the aggregates as stated, for the amounts shown on the attached bid form(s):

Firm Name: _____

Official Address: _____

(By)

(Name Typed)

(Title)

(Date)

(Phone)

(Terms)

(Email Address)

**AFTER HOUR
EMERGENCY CONTACT LIST**

**Aggregates
Rock, Crushed Stone, Sand and Gravel"**

1. First Point of Contact

NAME: _____ **TITLE:** _____

**AFTER HOUR
PHONE NO:** _____

**EMAIL
ADDRESS:** _____

2. Alternate

NAME: _____ **TITLE:** _____

**AFTER HOUR
PHONE NO:** _____

**EMAIL
ADDRESS:** _____

CITY OF KNOXVILLE

**BID FORM
Aggregates
Rock, Crushed Stone, Sand and Gravel”**

NAME OF LOCATION
AS IT WILL APPEAR
ON INVOICE:

ADDRESS:

PHONE NUMBER:

HOURS OF OPERATION:

INSTRUCTIONS:

If the aggregate listed is not available at the site identified above, or if delivery is not available from the site listed, please leave the space blank or enter N/A in the space provided.

Bidder may submit alternate (separate) bids for each of its plant locations, or submit one bid for all of its plant locations that have the same pricing for the same line items.

- If Bidder is submitting alternate (separate) bids for each location, please make a copy of this form and submit a separate bid for each location.
- If Bidder has several locations where the hours of operation, delivery, pricing and availability are the same as stated below, please so state, and attach a list to the bid form of all locations where these materials are available.

All charges, are to be listed on the bid form and included in the per ton price of the aggregate being purchased. Additional charges, including but not limited to fuel surcharges, are NOT payable and will be deducted from any invoices received.

DESCRIPTION	PRODUCT CODE	PRICE PER TON IF PICKED UP AT PLANT	PRICE PER TON DELIVERED TO ANY LOCATION WITHIN CITY LIMITS OF KNOXVILLE, TN FOB DESTINATION
STONE:			
Stone - #2	_____	_____ Per Ton	_____ Per Ton
Stone - #3	_____	_____ Per Ton	_____ Per Ton
Stone - #4	_____	_____ Per Ton	_____ Per Ton
Stone - #10	_____	_____ Per Ton	_____ Per Ton
Stone - #24	_____	_____ Per Ton	_____ Per Ton
Stone - #57	_____	_____ Per Ton	_____ Per Ton
Stone - #57 – YM	_____	_____ Per Ton	_____ Per Ton
Stone – Filter	_____	_____ Per Ton	_____ Per Ton
Stone – (All sizes Other than as Specified.)	_____	_____ Per Ton	_____ Per Ton
RIP RAP:			
Rip Rap	_____	_____ Per Ton	_____ Per Ton
Rip Rap-Graded	_____	_____ Per Ton	_____ Per Ton
Rip Rap – Class C	_____	_____ Per Ton	_____ Per Ton
SHOT ROCK:			
Shot Rock	_____	_____ Per Ton	_____ Per Ton

DESCRIPTION	PRODUCT CODE	PRICE PER TON IF PICKED UP AT PLANT	PRICE PER TON DELIVERED TO ANY LOCATION WITHIN CITY LIMITS OF KNOXVILLE, TN FOB DESTINATION
SURGE:			
Surge	_____	_____ Per Ton	_____ Per Ton
Primary Output /Surge	_____	_____ Per Ton	_____ Per Ton
PUG:			
Grade D Base PUG	_____	_____ Per Ton	_____ Per Ton
CRUSHER RUN:			
Crusher Run (Base Stone)	_____	_____ Per Ton	_____ Per Ton
Crusher Run/ Grade C Base	_____	_____ Per Ton	_____ Per Ton
MASONRY SAND:			
Masonry Sand Yellow	_____	_____ Per Ton	_____ Per Ton
Masonry Sand Limestone	_____	_____ Per Ton	_____ Per Ton
Masonry Sand Red River Sand	_____	_____ Per Ton	_____ Per Ton
RIVER SLICKS:			
River Slicks (6 in-14in)	_____	_____ Per Ton	_____ Per Ton

DESCRIPTION	PRODUCT CODE	PRICE PER TON IF PICKED UP AT PLANT	PRICE PER TON DELIVERED TO ANY LOCATION WITHIN CITY LIMITS OF KNOXVILLE, TN FOB DESTINATION
River Slicks (3 in-5in)	_____	_____ Per Ton	_____ Per Ton
GRAVEL:			
Gravel ½in Brown Pea-Gravel	_____	_____ Per Ton	_____ Per Ton

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 Non-inclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible 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. The State of Tennessee currently uses the State of South Carolina's list, available here:
[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.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: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

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

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(Title)

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

Title _____

My Commission expires _____

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.
 - (1) A description of the specifications for the work selection for subcontracting
 - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the **dollar value** associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "**Good Faith Efforts**." It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "**Good Faith Efforts**" in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional information to clarify the bidders/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

- 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. Black American, which includes persons having origins in any of the Black racial groups of Africa;
 - b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
 - c. Native American, which includes persons who are American Indians or Alaska Native;
 - d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
 - e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority-Owned Business (MOB), Women-Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

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

(Project Name)
(_____)
(Dollar Amount of Bid)

MOB/WOB's 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 the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____.

MOB/WOB Utilization			
Description of Work	MOB Amount	WOB Amount	Name of MOB/WOB

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____

(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S) (TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)

Project:
Contract#: _____

Contractor's
Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

By: _____
Contractor's Signature
Title

Subscribed and sworn to before me this _____ day of _____ 20____

Notary
Public: _____

My Commission
Expires: _____