



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

**SEALED BID**

**THIS IS NOT AN ORDER**

DATE: 10/17/2017 PAGE 1 OF 1

DOCUMENT NUMBER: **472664**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE BIDDING. BID ON THIS FORM ONLY. BID PRICE ON ITEMS LISTED OR EQUAL. NO BID RECEIVED AFTER CLOSING HOUR WILL BE ACCEPTED.

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

Merchandise to be delivered to : Department of Engineering Signal Shop  
 1025 Elm Street  
 Attn: Allen Arnett  
 Knoxville TN 37921

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 11/01/2017 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **ETHERNET SWITCHES**

**Special Instructions:**

The contract prices will be in effect for a period of one year with the option to renew for two additional one year periods. Renewals will be based upon the agreement of both parties. Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	10 Each	Fixed Price Agreement: Environmentally Hardened Magnetic Ethernet Switch ComNet CNGE5MS or approved equivalent					
2	5 Each	Fixed Price Agreement: ComNet SFP Copper Wire Line or approved equivalent					
3	5 Each	Fixed Price Agreement: ComNet SFP Multi-mode Optical Fiber or approved equivalent					
4	5 Each	Fixed Price Agreement: ComNet SFP Single Mode Optical Fiber or approved equivalent					

**IMPORTANT - State Merchandise**

Delivery Date Here: \_\_\_\_\_

Buyer Name: Tucker, James  
 Phone: 865-215-2064  
 Fax: (865) 215-2277  
 Email: jtucker@knoxvilletn.gov

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Signed Name)

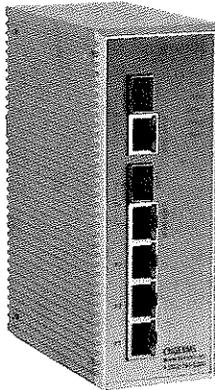
\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email Address)

The ComNet CNGE5MS or approved equivalent managed Ethernet switch has three 10/100/1000Base-TX and two Gigabit combo ports that utilize SFP modules for fiber and twisted pair copper communication mediums. The switch shall offer centralized and convenient management through a windows-based utility. The module shall support transmission utilizing Category 5 cable or better, multimode, or single-mode fiber. The module shall support the Ethernet data IEEE 802.3 protocol using Auto-negotiating and Auto-MDI/MDI-X features.

The switch shall be capable of using a MSA Compliant Small Form-Factor Pluggable (SFP) modules allows for an optical or electrical interface when using a managed switch, unmanaged switch or media converter. These interchangeable SFP modules are available for use with copper media, multimode optical fiber, or single mode optical fiber. The optical fiber SFP modules are available in Fast Ethernet one and two fiber versions and Gigabit Ethernet one and two fiber versions. They also are available with LC or SC optical connectors. The SFP modules offer different wavelengths and optical power budget to allow distances from 300 meters to 120 kilometers. These SFP modules are industrially rated to perform in the most difficult operating environments.

The managed switch shall include no less than 3 (three) 10/100/1000T(X) RJ-45 ports and 2 (two) combo SFP 10/100/1000T(X) RJ-45 ports / 100/1000FX ports. Use of an SFP port disables the corresponding 10/100/1000TX RJ-45 port. Similarly, use of a 10/100/1000TX RJ-45 port disables the corresponding SFP port. The module shall require no in-field electrical or optical adjustments or in-line attenuators to ease installation. The module shall provide power, link speed, and fiber port status indicating LED's for monitoring proper system operation. The modules shall provide automatic re-settable solid-state current limiters on each module to reduce the chance of a single point failure of the system. The module shall provide a serial connection for local management of the device.



The ComNet™ CNGE5MS is a hardened, industrial five port all gigabit managed Ethernet switch. It has three 10/100/1000Base-TX and two Gigabit combo ports that utilize ComNet SFP\* modules for fiber and connector type and distance. The IEEE 802.3 compliant unit is a redundant switch offering multiple Ethernet redundancy protocols, C-Ring, ComRing, C-RSTP and MSTP/RSTP/STP. This redundancy feature protects your applications from network interruptions or temporary malfunctions by redirecting transmission within the network. The CNGE5MS offers centralized and convenient management through a windows-based utility called eConsole. Redundant DC power inputs provide non-stop operation in case of power supply disruption. The backup power input will take over immediately when the primary DC power input fails. The unit provides relay outputs that can be set up to indicate events and notify in case of potential problems.

## FEATURES

- › 5 Gbps Ports: 3 × 10/100/1000Base-TX  
2 × 10/100/1000Base-TX/  
100/1000Base-FX SFP Combo Ports
- › Environmentally Hardened for use in unconditioned installations
- › Certified for compliance with NEMA TS1/TS2 and CALTRANS environmental specifications
- › Designed for and fully compliant with the EN50155 standard for railroad applications
- › Fast Redundant Ethernet Ring: C-Ring (recovery time <20ms over 250 units of connection)
- › Com-Ring supports proprietary ring technology in open architecture
- › STP/RSTP/MSTP supported
- › Supports PTP Client (Precision Time Protocol) clock synchronization
- › IGMP v2/v3 (IGMP snooping support) for filtering multicast traffic
- › Port Trunking for easy of bandwidth management
- › Supports LLDP Protocol
- › SNMP v1/v2c/v3 support for secured network management
- › RMON for traffic monitoring
- › Event notification through Syslog, Email, SNMP trap, and Relay Output
- › Windows utility (eConsole) supports centralized management and configurable by Web-based Telnet, and Console (CLI) configurations
- › DIN-Rail and wall mounting
- › Lifetime Warranty

\* Small Form-Factor Pluggable Module. Sold separately.

SOFTWARE SPECIFICATIONS

Network	ComRing
Redundancy	C-Ring C-RSTP STP RSTP MSTP
MAC Table	8192 MAC Addresses
Switch Properties	Switching Latency: 7µs Switching Bandwidth: 10Gbps Max. Available VLANs: 4096 IGMP Multicast Groups: 1024 Port Rate Limitng: User-defined
Processing	Store-and-Forward
Priority Queues	4
Security Features	Enable/disable ports, MAC based port security Port based network access control (802.1x) VLAN (802.1Q ) to segregate and secure network traffic Radius centralized password management SNMP v1/v2/v3 encrypted authentication and access security
Software Features	STP/RSTP/MSTP (IEEE 802.1D/w/s) Redundant Ring (C-Ring) with a recovery time of <20ms over 250 units Com-Ring supporting proprietary manufacturer redundancy features TOS/Diffserv supported Quality of Service (802.1p) for real-time traffic VLAN (802.1Q) with VLAN tagging and GVRP supported IGMP v2/v3 (IGMP Snooping support) for multicast filtering Port configuration, status, statistics, monitoring, security PTP Client (Precision Time Protocol) clock synchronization DHCP Server / Client support Port Trunk support MVR (Multicast VLAN Registration) support
Ethernet Standards	IEEE 802.3 for 10Base-T, IEEE 802.3u for 100Base-TX and 100Base-FX IEEE 802.3z for 1000Base-X IEEE 802.3ab for 1000Base-T(X), IEEE 802.3x for Flow control IEEE 802.3ad for LACP (Link Aggregation Control Protocol ) IEEE 802.1D for STP (Spanning Tree Protocol) IEEE 802.1p for COS (Class of Service) IEEE 802.1Q for VLAN Tagging IEEE 802.1w for RSTP (Rapid Spanning Tree Protocol) IEEE 802.1s for MSTP (Multiple Spanning Tree Protocol) IEEE 802.1x for Authentication IEEE 802.1AB for LLDP (Link Layer Discovery Protocol)

HARDWARE SPECIFICATIONS

Physical Ports	3 × 10/100/1000 Base-T Ports in RJ45, Auto MDI/MDIX 2 × Gigabit Combo Port with 10/100/1000Base-T(X) and 100/1000Base-X SFP port
Serial Console Port	RS-232 in RJ45 connector with console cable. 9600bps, 8, N, 1
LED indicators	Power Indicator R.M. Indicator Ring Indicator Fault Indicator 10/100/1000Base-T(X) RJ45 Port Indicator
Size (W × D × H)	5.42 × 10.61 × 14.54 cm (2.13 × 4.18 × 5.72 in)
Weight	820g / 1.8lb
Power	Redundant Input Power: Two +/-12~48VDC on 7-pin terminal block One 12 ~ 45VDC on power jack Power Consumption (Typ.): 10 Watts Overload Current Protection: Present Reverse Polarity Protection: Present on terminal block
Environmental	Storage Temperature: -40 to 85°C (-40 to 185°F) Operating Temperature: -40 to 75°C (-40 to 167°F) Operating Humidity: 5% to 95% Non-condensing MTBF: >100,000 hours  Installation: DIN Rail and Wall Mount Design



Regulatory Compliance

EMI: FCC Part 15, CISPR (EN55022) class A, EN50155 (EN50121-3-2, EN55011, EN50121-4)  
EMS: EN61000-4-2 (ESD), EN61000-4-3 (RS), EN61000-4-4 (EFT), EN61000-4-5 (Surge), EN61000-4-6 (CS), EN61000-4-8, EN61000-4-9, EN61000-4-11  
Shock: IEC60068-2-27, EN61373  
Free Fall: IEC60068-2-32  
Vibration: IEC60068-2-6, EN61373  
Safety: EN60950-1

ORDERING INFORMATION

Part Number	Description	10/100/1000TX Ports	Combo Ports
CNGE5MS	Environmentally Hardened Managed Ethernet Switch	3	2
Accessories	DC Plug in Power Supply, 90-264VAC, 50/60Hz (Included), PS24-1A - 24VDC DIN Rail Power supply (sold separately)		

In a continuing effort to improve and advance technology, product specifications are subject to change without notice.

## Item Requisition for Fixed Price Agreement

Type of Bid:	Fixed Price Agreement
Term of Purchase Order:	1 year, renewable annually for two additional terms.
Item Description:	Environmentally Hardened Managed Ethernet Switch ComNet CNGE5MS or approved equivalent
Funding Source:	Traffic Maintenance Fund
Minimum Annual Order for Bidding Purposes:	10 Complete Systems
Vendor to provide Delivery schedule Based on Quantity	
No guarantee of Purchase	
<u>Quantity Price Breaks for additional purchases</u>	
	Bid Price
Quantity 1 each – 9	Delivery Schedule
Quantity 10 - 19	
Quantity 20 - 29	
Quantity 30 plus	
See Specifications Below.	

## Item Requisition for Fixed Price Agreement

Type of Bid:	Fixed Price Agreement		
Term of Purchase Order:	1 year, renewable annually for two additional terms.		
Item Description:	ComNet SFP Multi-mode optical fiber or approved equivalent		
Funding Source:	Traffic Maintenance Fund		
Minimum Annual Order for Bidding Purposes:	5 Units		
Vendor to provide Delivery schedule Based on Quantity			
No guarantee of Purchase			
<u>Quantity Price Breaks for additional purchases</u>		<b>Bid Price</b>	<b>Delivery Schedule</b>
Quantity 1 each -- 9			
Quantity 10 - 19			
Quantity 20 - 29			
Quantity 30 plus			
See Specifications Below.			

## Item Requisition for Fixed Price Agreement

Type of Bid:	Fixed Price Agreement		
Term of Purchase Order:	1 year, renewable annually for two additional terms.		
Item Description:	ComNet SFP Copper Wire Line or approved equivalent		
Funding Source:	Traffic Maintenance Fund		
Minimum Annual Order for Bidding Purposes:	5 Units		
Vendor to provide Delivery schedule Based on Quantity			
No guarantee of Purchase			
<u>Quantity Price Breaks for additional purchases</u>			
		Bid Price	Delivery Schedule
Quantity 1 each – 9			
Quantity 10 - 19			
Quantity 20 - 29			
Quantity 30 plus			
See Specifications Below.			

## Item Requisition for Fixed Price Agreement

Type of Bid:	Fixed Price Agreement		
Term of Purchase Order:	1 year, renewable annually for two additional terms.		
Item Description:	ComNet SFP Single Mode optical fiber or approved equivalent		
Funding Source:	Traffic Maintenance Fund		
Minimum Annual Order for Bidding Purposes:	5 Units		
Vendor to provide Delivery schedule Based on Quantity			
No guarantee of Purchase			
<u>Quantity Price Breaks for additional purchases</u>		<b>Bid Price</b>	<b>Delivery Schedule</b>
Quantity 1 each -- 9			
Quantity 10 - 19			
Quantity 20 - 29			
Quantity 30 plus			
See Specifications Below.			

**CITY OF KNOXVILLE  
INVITATION TO BID**

**ETHERNET SWITCHES**

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 November 1, 2017, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

**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. Iran Divestment Act Certification of Noninclusion
4. Option A or B from the Diversity Business Enterprise packet

**INVITATION TO BID – INSTRUCTIONS AND CONDITIONS**

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 37902 until November 1, **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 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.
4. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, 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: "Ethernet Switches."
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 by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://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 makes 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. 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 (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.
16. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.

17. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
18. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
19. 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.
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 **James Tucker, Senior Buyer** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to him at [jtucker@knoxvilletn.gov](mailto:jtucker@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](http://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. 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.
25. 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 Non-inclusion form may be found in this solicitation

document.

26. 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 Agent  
City of Knoxville  
Suite 667-674  
City/County Building  
400 Main Street  
Knoxville, TN 37902

Having carefully examined the specifications for the "Ethernet Switches" to open on November 1, 2017 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the products as specified:

Grand Total (includes delivery): \$ \_\_\_\_\_

GUARANTEE of delivery no later than \_\_\_\_\_ days after receiving purchase order.  
(Bidder must initial) \_\_\_\_\_

Firm Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Name Typed)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Terms \_\_\_\_\_

Email address \_\_\_\_\_

Telephone \_\_\_\_\_

**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. 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: \_\_\_\_\_

# 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 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with women-owned businesses, and 45.5% 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.

**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

<b>Diversity Business Enterprise Utilization</b>			
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: \_\_\_\_\_

## **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.