

CITY OF KNOXVILLE
INVITATION TO BID
ORACLE SUPPORT RENEWAL
DOCUMENT: 544671

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 **Thursday, August 30, 2018**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **Renewal of Oracle Support for CSI 20275750, Oracle Database Enterprise Edition** as specified below.

SPECIFICATIONS:

ITEM 1:

CSI 20275750

ORACLE Support Renewal: ORACLE Database Enterprise Edition

License Type: Processor Perpetual

License Level: Full Use

Number of Licenses: 11

Term: September 14, 2018 – September 13, 2019

ITEM 2:

CSI 20275750

ORACLE Support Renewal: ORACLE Database Enterprise Edition

License Type: Named User Plus

License Level: Full Use

Number of Licenses: 100

Term: September 14, 2018 – September 13, 2019

ITEM 3:

CSI 20275750

ORACLE Support Renewal: Diagnostics Pack

License Type: Processor Perpetual

License Level: Full Use

Number of Licenses: 2

Term: September 14, 2018 – September 13, 2019

ITEM 4:

CSI 20275750

ORACLE Support Renewal: *Diagnostics Pack*

License Type: *Named User Plus*

License Level: *Full Use*

Number of Licenses: 100

Term: September 14, 2018 – September 13, 2019

ITEM 5

CSI 20275750

ORACLE Support Renewal: *Tuning Pack*

License Type: *Processor Perpetual*

License Level: *Full Use*

Number of Licenses: 2

Term: September 14, 2018 – September 13, 2019

ITEM 6

CSI 20275750

ORACLE Support Renewal: *Tuning Pack*

License Type: *Named User Plus*

License Level: *Full Use*

Number of Licenses: 100

Term: September 14, 2018 – September 13, 2019

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 Non-inclusion
4. Diversity Business Enterprise (DBE) Program form

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 **Thursday, August**

30, 2018, 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 through the City of Knoxville's online Vendor Registration system. 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. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
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: **"ORACLE SUPPORT RENEWAL"**
8. 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.

9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders 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.
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
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 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.
18. 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.
19. 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/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

20. 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.
21. 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.
22. 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.
23. 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 or services similar to those so terminated.
24. 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.
25. 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.

26. 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.

27. 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

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

Having carefully examined the specifications entitled "ORACLE SUPPORT RENEWAL" to open on Thursday, August 30, 2018, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the service requirements, we hereby propose to furnish the supervision, labor, materials, equipment, delivery and services to provide the support as stated for the following sum:

DESCRIPTION	COST PER LICENSE	NUMBER OF LICENSES	TOTAL COST
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ITEM 1:

CSI 20275750
ORACLE Support Renewal
ORACLE Database Ent. Edition
License Type: Processor Perpetual
License Level: Full Use
Term: 09/14/2018-09/13/2019

_____ x 11 = _____

ITEM 2:

CSI 20275750
ORACLE Support Renewal
ORACLE Database Enterprise Edition
License Type: Named User Plus
License Level: Full Use
Term: 09/14/2018-09/13/2019

_____ x 100 = _____

ITEM 3:

CSI 20275750
 ORACLE Support Renewal:
 Diagnostics Pack
 License Type: Processor Perpetual
 License Level: Full Use
 Term: 09/14/18 - 09/13/2019 _____ x 2 = _____

ITEM 4::

CSI 20275750
 ORACLE Support Renewal:
 Diagnostics Pack
 License Type: Named User Plus
 License Level: Full Use
 Term: 09/14/2018 - 09/13/2019 _____ x 100 = _____

ITEM 5

CSI 20275750
 ORACLE Support Renewal:
 Tuning Pack
 License Type: Processor Perpetual
 License Level: Full Use
 Term: 09/14/2018-09/13/2019 _____ x 2 = _____

ITEM 6

CSI 20275750
 ORACLE Support Renewal:
 Tuning Pack
 License Type: Named User Plus
 License Level: Full Use
 Term: 09/14/2018-09/13/2019

Number of Licenses: 100 _____ x 100 = _____

TOTAL _____

Business License Number: _____ Expiration Date: _____

Firm Name: _____

Official Address: _____

(By)

(Name Typed)

(Title)

Date _____

Email _____

Phone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

Signed: _____

Title: _____

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

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

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

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

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

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

NOTARY PUBLIC:

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

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-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.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

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

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

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

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

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

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

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

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

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

_____ do certify that on the
(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

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

\$ _____
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work "without" using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____