## CITY OF KNOXVILLE INVITATION TO BID

#### Sofas and Recliners

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 Street; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on January 25, 2017, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

#### **SPECIFICATIONS**

England Corsair Sofa Style #5L05 With Upgrade Cushion Coil and Frame Coil Upgrade Fabric: Palance Sable F Grade

Sofa: 93"W x 42"D x 35"H Seat: 78"W x 24"D x 20"H

Quantity: 20 each

La-Z-Boy 010 721 Rocker Recliner Fabric: RE 994779 (Intermission)

Palance Sable

Recliner: 41"H x 36-1/2"W x 38"D Seat: 19-1/2"H x 22-1/2"D x 22"W

Quantity: 90 each

IMPORTANT NOTE: NO BRAND SUBSTITUTIONS WILL BE ACCEPTED. Written warranty shall be included in bid submission. Delivery of items will occur via five (5) separate shipments of four (4) sofas and eighteen (18) recliners per delivery; one delivery per day for five consecutive days. Fire Department staff requires a one week notice of delivery for staff scheduling purposes. Delivery vehicle must not exceed a standard 30-foot utility truck due to delivery location limitations. Address of delivery is as follows: Fire Station No. 9; 1625 Highland Avenue; Knoxville, TN 37916.

#### **BID SUBMISSION REQUIREMENTS**

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

- 1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
- 2. Warranty Information
- 3. Non-Collusion Affidavit
- 4. Iran Divestment Act Certification of Noninclusion
- 5. Form I or Form II from the Equal Business Opportunity Program 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 Street; Knoxville, Tennessee 37902 until January 25, 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: "Sofas and Recliner."
- 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 <a href="https://www.knoxvilletn.gov/purchasing">www.knoxvilletn.gov/purchasing</a>.
- 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. Confirm make or brand on each item requested. NO BRAND SUBSTITUTIONS ALLOWED.
- 13. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
- 14. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 15. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
- 16. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
- 17. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
- 18. 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.
- 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 Julie Smith Maxwell, Procurement Specialist for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmaxwell@knoxvilletn.gov. To be given consideration, such requests/questions must be received by end of business day January 18, 2017. 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 <a href="https://www.knoxvilletn.gov/purchasing">www.knoxvilletn.gov/purchasing</a>. 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 Noninclusion 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 entitled "Sofas and Recliners" to open on January 25, 2017, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

	BID: Sofa Unit Price (includes sh	ipping):	X 20 units =	Total Sofa Pricing
	Recliner Unit Price (include	s shipping):	X 90 units =	Total Recliner Pricing
				Total charge
	Firm Name:			
	Official Address:			
	A Principal Principal Anna Anna Anna Anna Anna Anna Anna An			
(By)			e Typed)	
		(Title)		
Date _				
Email	address			
Talani				

#### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State	of		
Cour	nty 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.		
Signe	ed:		
Title:			
Subse	cribed 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/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:		

# 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 <u>bidder's/proposer's</u> 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 <u>bidder/proposer</u> 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 <u>bidder/proposer</u> must certify that this <u>has been</u> 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 <u>bidder/proposer</u> to provide additional information to clarify the bidder's/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 30<sup>th</sup> 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.

<u>Subcontractor</u>: 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/Propose	er)	•
	(Project Name)		
(Dollar Amou	unt of Bid)		
MOB/WOB's will be emp service(s). The estimated subcontractor(s), vendor(s	ployed as subcontractor dollar value of the am	ount that we plan to p	ay the MOB or WOB
	MOB/WOB	Hillipation	
Description of Work		WOB Amount	Name of MOB/WOB
		The second secon	***************************************
The undersigned understar MOB(s) /WOB(s) on June is required to report the to completion of the project are met.	e 30 <sup>th</sup> of each year. Mo tal amount disbursed to	reover, the undersigne MOB(s)/WOB(s) for	ed understands that he/sh this project at the
DATE:	COMPANY NAM	E:	
SUBMITTED BY:			· <del></del>
TITLE:	(Authorized Repre		
ADDRESS:		W 0.000	
CITY/STATE/ZIP CODE	<b>:</b>		
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 p	perform 100 % of the work required for the
	contract.
	(Name of Project)
In making	this certification, the <b>Bidder/Proposer</b> 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 <u>bidder/proposer</u> will comply with all requirements of the "Good Faith Efforts in providing equal opportunity to MOB/WOB Firms to subcontract the work.
The unders	signed hereby certifies that he/she has read the terms and agrees to the terms of this
on this doc	and title of authorized official of the company and the date must be properly executed ument and a list of previous projects of similar scope and dollar value as stated in attached or the bid may be deemed non-responsive.
DATE:	COMPANY NAME:
SUBMITT	ED BY:
TITLE:	ED BY:(Authorized Representative)
	TE/ZIP CODE:
	NE 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	#:			_			
Contract Name:			· · · · · · · · · · · · · · · · · · · ·				
Cert.#	МОВ	WOB	Name of Firm Address & Phor		al Amount Paid	Contact Pers	son
							***************************************
I hereby e	ertify that	this statemen	nt is true and that al	pove paymen	ts have been	made.	
Contracto:	C						
Address:_				***	——————————————————————————————————————	79-AAAA	
By: Contractor's Signature			··		Title		
Subscribe	d and swo	rn to before i	ne this	day of		20	
Notary Public:	MANAGA A			***************************************			
My Comn	nission						