

Finance & Accountability

Purchasing Division

INVITATION TO BID

Nissan Leaf Model SV Plus

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on January 6, 2023 at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for Nine (9) Nissan Leaf Model SV Plus Electric Vehicles.

The bid opening may be viewed virtually on Zoom through this link:

Topic: ITB - Nissan Leaf & Ford Lightning

Time: Jan 6, 2023 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/81379568867?pwd=MWhSQTZrRGJVL2ZqeFBvWklCRXQrdz09

Meeting ID: 813 7956 8867

Passcode: 588278 One tap mobile

+13052241968,,81379568867#,,,,*588278# US +13092053325,,81379568867#,...*588278# US

Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US

Meeting ID: 813 7956 8867

Passcode: 588278

Find your local number: https://us02web.zoom.us/u/kdElyBSMOT

Scope of Work:

The City of Knoxville Fleet Services is seeking to purchase nine (9) current model year Nissan Leaf Model SV Plus electric sedan or equal. The chassis including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are standard and/or necessary for the complete unit shall be supplied by the vendor even though such work or material are not specifically outlined.

Specifications:

The bidder shall respond to each item listed in this specification in the space provided, indicating whether they meet or do not meet specification, and describe/clarify the proposed item or any deviation to the item. These pages are to be included in the Bid Response. **Bidder will be considered non-compliant if response is not on these specifications.**

Minimum Specifications:

Item#	Description	Meet Specifications?	Description/ Deviation		
NISSAN	NISSAN LEAF MODEL SV PLUS – STANDARD FEATURES				
1.1	~17" x 6.5" Machine-finished aluminum-alloy wheels ~Nissan Door to Door Navigation with Premium Traffic ~NissanConnect® EV with Services powered by SiriusXM® ~Intelligent Cruise Control ~160 kW AC synchronous electric motor				
1.2	~Horsepower – 214 hp ~Torque – 250 lb-ft ~62 kWh lithium-ion battery ~6.6 kW onboard charger ~Quick Charge Port - 100 kW ~Portable charge cable (120 V/240 V) Plug into 240-V wall outlet, no charging box required				
1.3	~Single-speed reduction gear ~Eco Mode ~B-mode ~Regenerative braking system ~Front and rear vented disc brakes ~4-wheel Anti-lock Braking System (ABS) ~Electronic Brake force Distribution (EBD) ~Brake Assist				
1.4	~Independent strut front suspension ~Torsion beam rear suspension ~Front and rear stabilizer bars ~Vehicle-speed-sensitive electric power steering ~e-Pedal ~Intelligent Cruise Control ~Intelligent Forward Collision Warning ~Automatic Emergency Braking with Pedestrian Detection ~Intelligent Lane and Blind Spot Intervention ~Rear Cross Traffic Alert				

	D. Africa Maria		
	~RearView Monitor		
	~Rear Sonar System		
	~Rear Automatic Braking		
1.5	~Active Ride Control		
	~Intelligent Trace Control		
	~Hill start assist		
	~High Beam Assist		
	~Vehicle Dynamic Control (VDC) with Traction Control (TCS)		
	verticie byttatilie dortalei (vbd) with traction control (100)		
4.6	47" v C F" Machine finished Aluminum Allev M/heele		
1.6	~17" x 6.5" Machine-finished Aluminum Alloy Wheels		
	~P215/50R17 All-season tires		
	~Tire repair kit		
	~Front bumper chin spoiler		
	~Wind-diffusing side mirrors		
	~Aerodynamic rear spoiler		
	~Aerodynamic flat underbody panels		
	~Rear diffuser		
	~Halogen headlights		
	~Automatic on/off headlights		
	~Fog lights		
<u> </u>			
1.7	~Dual power heated outside mirrors		
	~Charge port with light and lock		
	~UV-reducing solar glass		
	~Automatic Temperature Control		
	~Hybrid heater system		
	~Nissan Intelligent Key® with Push Button Start		
	~12-volt DC power outlet		
	~Power door locks with auto-locking feature		
	~Power windows with driver's window one-touch auto up/down		
	· ·		
1.8	~Tilt and telescoping steering column		
1.0	~Variable intermittent windshield and intermittent rear window		
	wipers		
	~Rear Door Alert		
	~Front map lights		
	~Sun visors with vanity mirrors and extensions		
	~Two cup holders		
	~Four bottle holders		
1.9	~4-way manual adjustable driver's and passenger bucket seat		
1.5	~Cloth seat trim		
	~Heated front seats		
	~60/40-split fold-down rear seats		
	~Heated leather-wrapped steering wheel		
1.10	~7" information display (in gauge cluster)		
	~NissanConnect® 8" touch-screen display		
	~Nissan Door to Door Navigation with Premium Traffic		
	~NissanConnect® EV with Services powered by SiriusXM® with		
	trial access to 3-year EV and Select and 6-month Premium Plus		
	packages		
1.11	~Voice Recognition	<u> </u>	
			· · · · · · · · · · · · · · · · · · ·

	~Apple CarPlay® integration ~Android Auto™ ~SiriusXM® Traffic and Travel Link® with 3-month trial access ~Bluetooth® Hands-free Phone System ~Hands-free Text Messaging Assistant ~AM/FM Audio System with Six Speakers	
1.12	~SiriusXM® Radio with 3-month subscription included ~Radio Data System (RDS) ~Streaming Audio via Bluetooth® ~Three USB ports and one UBS-C port ~Steering wheel-mounted audio controls ~Siri® Eyes Free	
1.13	~Nissan Advanced Air Bag System with dual-stage supplemental front air bags with seat belt and occupant-classification sensors ~Seat-mounted side-impact supplemental air bags for front- and rear-seat outboard occupants ~Driver and front-passenger supplemental knee air bags ~Roof-mounted curtain supplemental air bags with rollover sensor for side-impact head protection for front- and rear-seat outboard occupants	
1.14	~3-point ALR/ELR passenger seat belt system (ELR for driver) ~Front and rear seat belts with pretensioners and load limiters ~LATCH System (Lower Anchors and Tethers for Children) ~Zone Body construction with front and rear crumple zones ~Hood buckling creases and safety stops ~Energy-absorbing steering column ~Slide-away brake pedal assembly ~Tire Pressure Monitoring System (TPMS) with Easy-Fill Tire Alert	
1.15	~Nissan Vehicle Immobilizer System ~Vehicle Security System ~EPA Range - 215 ~Drivetrain FWD ~Wheelbase - 106.5 ~Overall length - 176.4 ~Overall width - 70.5 ~Overall height - 62.0 ~Interior - Head room (front/rear) - 41.2 ~Interior - Leg room (front/rear) - 54.3	
1.16	~Seating capacity - 5 ~Interior passenger volume – 92.4 ~Cargo volume with rear seat down (cu. ft.) – 30.0 ~Base total weight – 3914 ~All-season floor mats	
1.17	~Exterior color – WHITE ~Interior color – darkest available	

DELIVE	RY & DOCUMENTATION	
1.18	Vehicle shall be delivered complete, fully serviced, inspected for safety, and fully charged.	
1.19	Factory direct deliveries are not acceptable.	
1.20	Delivery Location: City of Knoxville Fleet Services 3409 Vice Mayor Jack Sharp Rd. Knoxville, TN 37914	
1.21	Contact Information: Keri Collins, Fleet Administrative Manager (865) 215-6249 to schedule delivery date and time. Delivery MUST be scheduled.	
1.22	Provide manufacturer's certificate of origin for each vehicle when delivered. (Mandatory before payment will be made) *Please initial that you understand this requirement	
1.23	Provide one set of service and parts manuals on CD ROM or USB. MANDATORY	
1.24	Provide list of filters and other service items, by type and part number, per vehicle.	
1.25	Winning bidder shall provide diagnostic tool that includes the hardware and software used to troubleshoot vehicle issues with a minimum of one year paid access and the option for the City to renew after the one year. *Please initial that you understand this requirement	
1.26	No dealer emblems, decals, or other form of advertisement or identification shall be attached to the vehicle. Only required decals may be placed on vehicle or installed equipment.	
1.27	Please state if a current model year 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional vehicles.	
	Yes No	
1.28	Factory technician training to be provided by winning bidder at no cost to the City.	

Delivery Instructions:

Delivery will be to: City of Knoxville Fleet Services 3409 Vice Mayor Jack Sharp Rd. Knoxville, TN 37914

Price is to include all charges, FOB Destination to 3409 Vice Mayor Jack Sharp Road, Knoxville, TN 37914. Inside delivery is required. No after hour, holiday or weekend deliveries will be accepted.

Bid Submission Requirements:

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

- 1. <u>Bid Form</u> showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
- 2. Warranty Information
- 3. Non-Collusion Affidavit
- 4. Iran Divestment Act Certification of Non-Inclusion
- 5. Diversity Business Enterprise (DBE) Program form

Instructions and Conditions:

- 1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until <u>January 6, 2023</u>, at <u>11:00:00 a.m.</u>, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. No bid will be received or accepted after the above-specified time for the opening of bids. Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
- 2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
- 3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
- 4. 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.
- 5. **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.
- 6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; 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: "ITB – Nissan Leaf Model SV Plus"
- 7. Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. If submitting electronically, a paper bid is not required.

8. All proposers/bidders must register as a vendor in order to submit an electronic file.

<u>Step One</u>: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

<u>Step Two</u>: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on January 6, 2023. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "ITB - Nissan Leaf Model SV Plus", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Nissan Leaf Model SV Plus.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

- 9. 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.
- 10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
- 11. 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.
- 12. Bid submissions from un-registered bidders may be rejected.
- 13. Payment for completed services delivered to and accepted by the City shall be at the contract price.
- 14. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
- 15. 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.
- 16. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

- 17. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
- 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. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
- 22. 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.
- 23. 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 **Suzanne Daws, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to **sdaws@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.
- 24. 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.
- 25. 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.

- 26. 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.
- 27. 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.

Submission Forms



Bid Form

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

Having carefully examined the specifications entitled "Nissan Leaf Model SV Plus" to open on January 6, 2023, at 11:00:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the equipment, and delivery as described herein for the following sum:

If bidder has vehicles in stock but less quantity than being asked for in this bid, please state how many

can be immediately purcha	ased and how many w	vould need to be ord	lered, and if the price	is different:
Quantity In-Stock:		Price Per:		
Quantity to Order:		Price Per:		
BID: Total charge for nine	(9) Nissan Leaf Mode	el SV Plus (includes	shipping):	
Minimum Specification re	esponses must be i	ncluded with Subm	nission Forms.	
GUARANTEE of delivery n	o later than:	after awarded	(Bidder must	initial)
Firm Name:				_
Official Address: _				
_				
	Bu		ration Date:	
Ву:	Signature	Name:		Printed
Date:	- -	Title:		
		Dhana		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State c	f			
County	of			
		, being first duly sworn	n, deposes and says that:	
1.	He/She is the	ed Bid:of	, the firm that has	
2.		ecting the preparation and	contents of the attached Bid and	
3. 4. 5.	colluded, conspired, consperson to submit a collus attached Bid has been so Contract, or has in any modern communication or confering the attached Bid or of element of the bid price collusion, conspiracy, consolid collusion, conspiracy, conspiracy, collusion, conspiracy, collusion, conspiracy, collusion, conspiracy, collusion, conspiracy, c	of its officers, partners, own ees, or parties in interest, in inved or agreed, directly or live or sham Bid in connect ubmitted or to refrain from paranner, directly or indirectly ence with any other Bidder, firm, or poor the bid price of any other nnivance or unlawful agreementerested in the proposed of that attached Bid are fair annivance or unlawful agreementerested or unlawful agreemen	ncluding this affiant, has in any waindirectly, with any other Bidder, tion with the Contract for which the proposing in connection with such, sought by agreement or collusion, firm, or person to fix the price of the erson to fix any overhead, profit, and Bidder, or to secure through any ement any advantage against the	firm or ne h on or or prices or cost y City of
(Signe	d):			
Title: _				
Subscr	ibed and sworn to before me t	his day of	, 20	
NOTA	RY PUBLIC	·····		
My Co	mmission 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

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 Program (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 2022 goal is to conduct 4.3% of its business with minority owned businesses, 10.7% of its business with women-owned businesses, and 37.1% 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

<u>Diversity Business Enterprise (DBE's)</u> 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.

<u>Minority:</u> 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. <u>Hispanic American</u>, 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. <u>Asian American</u>, 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.

<u>Woman-owned business</u> (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

<u>Service Disabled Veteran-owned business</u> (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.

<u>Small Business</u> (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/Propose	er Company Nan	ne)
(Project Name)			
\$			
(Amount of Bid)			
Please select one:			
□ Option A: Intent to subcontra	ct using Diverse E	<u>Businesses</u>	
A Diversity business will be emplo service(s). The estimated dollar v			
\$ Estimated Amount of Subcontract	ted Service		
	Diversity Bu	siness Enterprise	Utilization
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business
□ Option B: Intent to perform w	ork "without" usi	ng Diverse Busin	<u>esses</u>
We hereby certify that it is our inte			
DATE:C	•		•
SUBMITTED BY:(Authorized Represent	tative)	TITLE:	
ADDRESS:	, 		
CITY/STATE/ZIP CODE:			
TELEPHONE NO:			