

CITY OF KNOXVILLE INVITATION TO BID

Tree Purchase

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 Avenue; Knoxville, Tennessee, until **11:00:00 a.m. (Eastern Time) on July 1, 2019**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The City of Knoxville seeks to establish a fixed price agreement with one or more vendors, for the purchase of trees of various species and sizes. The number of trees to be purchased will depend on the price per tree, price for installation (separate from this contract), demand for the product, and grant funding opportunities that are obtained by the City of Knoxville. Awards shall be made for fixed price agreements, with no guarantee of quantities to be ordered. Contract shall be for one (1) year with two (2) optional one-year renewals.

The total number of trees to be purchased shall be determined by November 1, 2019 with potentially an additional 5% added during the planting season. Typically, the City of Knoxville plants 400 to 600 trees per year.

In making its award, the City will evaluate, in addition to pricing, similar projects completed, available equipment to execute contract, and ability to demonstrate proper tree planting techniques and practices according to the following specifications. **In short, the lowest bid does not equate to guaranteed award**, as these other evaluation criteria are extremely important to the City and the City's **evaluated** decision shall be final.

SPECIFICATIONS

The contractor shall be responsible for performing all work as specified in this document in a professional and workmanlike manner, using quality equipment, materials, and tools. Detailed specifications for the work are listed below.

1. **Inspection:** Before bid award, the City of Knoxville Urban Forester may conduct an on-site nursery inspection of Vendor facility so as to determine if Vendor's plant material meets the requirements set in these specifications. The City of Knoxville Urban Forester may choose to inspect nursery stock and nursery practices, including, but not limited to, planting depth, tree health and vigor, pruning practices, and tree form. The City of Knoxville's Urban Forester shall be the sole judge as to the suitability and acceptability of the inspected stock and nursery practices, and his decision will be final.
2. **Qualifications:** The supply of the trees shall be performed by a nursery that grows and produces trees according to the "American Standard of Nursery Stock." Bidders shall submit, with their bids, a full statement of their experience in work similar to that covered in this specification. Out of State nurseries **may** bid on the contract; however

some grants require that the City of Knoxville purchase trees from a Tennessee nursery and trees for that portion of the contract will be purchased from a Tennessee nursery.

3. **Plant Materials:** All plant materials shall comply with the specifications set forth in the American Standard for Nursery Stock ANSI Z60.1-2004. All plant materials must meet all phytosanitary, nursery inspection, pest freedom, plant regulation, certification, or any other legal requirements of the Tennessee Department of agriculture division of Regulatory Services. All trees purchased shall derive from tree stock with a similar latitude and plant hardiness zone (6b-7b) as the State of Tennessee.
4. **Quality Control: All trees may be inspected and hand selected by the City of Knoxville Urban Forester at the nursery furnishing the trees before the plants are dug.** All nursery stock certificates, registration or certification tags, seals, etc. shall be furnished to the City of Knoxville Urban Forester when plants are shipped to the City of Knoxville or designated agent. The City of Knoxville Urban Forester has the right to choose stock or reject stock in order to meet standards set in this specification and the “American Standard for Nursery Stock.” **If a specified plant is not grown or will not be grown on site by the Vendor, the Vendor shall not bid on that specific tree (the Vendor IS NOT PERMITTED obtain the tree from another grower).** The Vendor may nominate alternative tree species or cultivars with similar or the same characteristics, but the City of Knoxville Urban Forester may refuse replacement recommendations and may choose to obtain specified trees from a separately awarded vendor or an alternative nursery that can supply a suitable plant that meet specifications.
5. **Quality and Size:** Sizes and methods for sizing height, caliper, and root ball shall be in accordance of “American Standard for Nursery Stock”. Trees should have a straight trunk and leader with well-spaced branching and wide angled branch unions. Certain plant material may be exceptions of the single leader and well-spaced branching requirement, but only when determined to be allowable by the City of Knoxville Urban Forester. Plant materials shall be free of injuries or abrasions, fresh pruning cuts not showing woundwood response, and pruning cuts shall be less than 1” in diameter. The crown of the tree shall be typical for the species, and free of irregular pruning cuts. Trees that have numerous irregular pruning cuts in the crown of the tree will be rejected. Trees that have been staked during the growing season preceding digging should not be accepted unless determined acceptable by the urban forester. All trees should be 2” to 3” caliper trees. However, the City may accept some species that are 1.75” to 3.25” caliper trees. Tree caliper shall be taken on the trunk 6 inches above the root collar.
6. **Root Ball:** All trees provided shall have a firm, freshly dug root ball that is standard size according to “American Standard of Nursery Stock.” The root ball shall be sufficient in size to encompass a fibrous root system necessary for the recovery of the tree after the transplant. Root balls shall be wrapped with non-synthetic, biodegradable burlap and rope or twine. The root collar or the first order of structural roots shall be apparent at the surface of the ball. City of Knoxville Urban Forester may inspect the

depth of the tree within the root ball and may reject any tree that has been planted too deep in the nursery. The tree shall be free from adventitious roots above the root collar or first order of structural roots. Root balls that have been cracked, frozen, broken, or softened are subject to rejection by the City of Knoxville Urban Forester.

7. **Containerized Trees:** All trees shall be ball and burlap trees unless specified by the City of Knoxville Urban Forester. Containerized trees shall not be pot bound or have girdling roots. Root collars should be apparent at the surface of the container.
8. **Transportation:** The City of Knoxville shall work with the Vendor to designate a shipping vendor that shall be invoiced separately from this contract. **Shipping costs are not included in this contract.** If the Vendor has a shipping contractor that the Vendor typically utilizes, the City of Knoxville prefers to work with the awarded Vendor(s) on shipping trees through that shipping contractor. If applicable, the City of Knoxville may ship trees from multiple vendors in a shared shipping vehicle or contractor.

Root balls shall be protected against freezing, softening, cracking, and breaking. Branches should be tied with sisal or jute twine to avoid breaking branches during transport. Trunk protection shall be installed during the handling and transport to avoid scraping and damaging bark. Trees shall be protected during transport to prevent wind and sun from drying out trees. Trees subjected to injury, damage, or other conditions unfavorable to plant recovery and growth will be rejected by City of Knoxville Urban Forester.

9. **Delivery:** The City of Knoxville shall work with the Vendor(s) on delivery dates. Delivery shall be set-up to minimize root ball exposure to cracking, freezing, and becoming water-logged before installation. Plant material shall be delivered to a work yard or area designated by the City of Knoxville. The City of Knoxville Urban Forester shall be given a minimum of four days' notice before shipment.

All trees are subject to inspection at delivery by the City of Knoxville Urban Forester. At least one specimen of each variety of tree to be delivered must be tagged with the botanic, common, and cultivar name; tags will remain attached to specimen trees included in each shipment and must be capable of remaining on said trees until installation.

10. **Provisional Acceptance and Payment:** All trees are subject to inspection at delivery by the City of Knoxville Urban Forester, accompanied by Vendor. Substitutions or replacements for rejected plant material shall be determined during the inspection, and Vendor shall remedy, at no additional charge, within seven calendar days of determined need. Once the order is complete and meets stated standards, the City of Knoxville Urban Forester shall provisionally accept the delivery in total and authorize payment.
11. **Guarantee:** The Vendor shall guarantee all trees to be in healthy and flourishing condition for a period of one year after the date of provisional acceptance of the work. The guarantee shall cover against defects, including death and unsatisfactory

growth, damage during transportation, and poor root balls from the Vendor. The guarantee does not include vandalism, storm damage, animal damage, improper planting, abnormal weather conditions, or mechanical damage unrelated to nursery practices; nor does it include defects resulting from lack of adequate maintenance, neglect, or abuse by the City. Replacement plant material is subject to all requirements stated in this specification, and cost of replacement plant materials shall be borne by the Vendor.

12. **Final Acceptance:** The City of Knoxville Urban Forester shall inspect all planted trees by the end of June after the trees were delivered and planted. Weather conditions will be considered when determining an acceptable time period for breaking dormancy and an acceptable growth rate. Those trees deemed unsatisfactory will be documented and said documentation submitted to the Vendor for replacement or reimbursement. Vendor may choose to inspect said unsatisfactory trees, the City of Knoxville holding area, and planting practices at any time during the contract.

13. **Term of Agreement and Contract Pricing:** Contract shall be for one (1) year with two (2) optional one-year renewals, upon mutual agreement. Unit bid prices shall be guaranteed for the life of the contract. Tree purchase bid is for a fixed price agreement, and quantities to be ordered are not guaranteed.

14. **Availability:** The City of Knoxville understands that availability of each tree species may be limited by the demand from other contracts. In the event a particular species sells out, the City of Knoxville will work with the awarded Vendor(s) on choosing alternative species that are available or may choose to work with an alternative Vendor for obtaining that specific species of tree. Those alternative trees will be paid at the same cost as the tree they are replacing. **Vendors are encouraged to bid on all trees that will meet the size requirement and may be available in the next three years.**

15. **Time Frame:** Planting time will be from November 1 through March 1 of each year.

16. **Award to Multiple Installers:** The City of Knoxville reserves the right to award to multiple Vendors in order to ensure timely procurement of trees.

17. **Projected Planting Timetable and Payment Schedule:** Payment will be made once trees have been accepted at delivery by the City of Knoxville Urban Forester. Work can be completed earlier than the timetable below, but should not exceed the following:

<u>Projected Date of Substantial Completion of Tree Shipment</u>	<u># of Trees Supplied</u>	<u>Date of Final Acceptance of Tree Living</u>
February 14	100%	June 31

EVALUATION CRITERIA

An evaluation team, composed of representatives of the City, will evaluate bid submissions on a variety of criteria. Upon receipt of bid submissions, the City will review to determine the most qualified contractor. The criteria and the associated weights upon which the evaluation of submissions will be based include, but are not limited to, the following:

Bids must include information that responds to all the following criteria:

1. Qualifications/Experience/Practices of the Firm – 10 points

- Detail experience / years of growing the specified trees
- Detail current growing practices/techniques
- All contractor's must supply no less than three (3) references within the past three (3) years where similar/comparable job size was performed. Include the name of the business, address, phone number, and contact person's email address for each reference.

2. Quantity and Variety on hand – 10 Points

- Detail stock available for inspection

3. Quality – 10 Points

- Available trees to be inspected

4. Cost– 70 points

- Enter your cost on the bid form included in this document

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. Drug Free Workplace Affidavit
3. Non-Collusion Affidavit
4. Iran Divestment Act Certification of Noninclusion
5. Diversity Business Enterprise (DBE) Program form
6. **Responses for each of the Evaluation Criteria listed above**

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 **Monday, July 1, 2019, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall

not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing 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: **"Tree Purchase."**
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 be licensed to conduct business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be placed on the sealed envelope containing the bid.
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.
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. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may award to the next most responsive, responsible bidder.
17. 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.
18. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
19. Due to the successful bidder's likelihood of working in close proximity to children and adolescents, all bidders are required to submit an affidavit with their bids stating that they agree not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children, or violent crimes to participate in this Agreement. Failure by the bidder to comply with this requirement is grounds for immediate termination of the Agreement. Bidders are required to submit this affidavit with their proposal and failure to do so may be considered grounds for rejection of the bid. Said affidavit is contained within this ITB for bidder's use.

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 **June 24, 2019**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
23. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
24. Where applicable, the successful Bidder will be required to pay prevailing wages to those whom they employ (to include any sub contractors). Information regarding the prevailing wage rates may be obtained on the following State of Tennessee website: <http://www.tn.gov/workforce/article/prevailing-wage>.
25. 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.

26. 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.
27. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
28. 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.
29. 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.
30. 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.
31. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

D. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

32. The successful bidder 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 Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled “**Tree Purchase**” to open on **July 1, 2019, 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 provide the supply of trees as specified for the following amount:

The City may award to more than one vendor; see bid documents. Bidders are to indicate pricing for secondary species, but award shall be based on primary species' pricing. Submit your total price for one purchased tree of each species. Where specific cultivars are listed, please submit your total price for one tree of each cultivar. If a specific cultivar is not available, please write in the suggested replacement under the “Botanic Name” column and fill in the unit price for the suggested replacement. All trees shall be 2-inches to 3-inches in caliper, single-stem, ball and burlap (unless noted) with central leader unless specified. If bidding with a larger size tree, please specify the size of the tree. Awarded contracts will be based on the unit price for each specific tree and the quality of trees according to these specifications. **You may only bid on trees that the City of Knoxville Urban Forester can inspect and hand select from the nursery address on your bid document unless stated otherwise by the City of Knoxville.**

B&B Trees Planted (Primary)			
TREES		Price per tree	Price per tree
Common Name 'Cultivar'	Botanic Name	2" B & B Tree	3" B & B Tree
Trident Maple	<i>Acer buergerianum</i>		
Hedge Maple	<i>Acer campestre</i>		
Paperbark Maple	<i>Acer griseum</i>		
'Gingerbread'			
Species			
Miyabe maple	<i>Acer miyabei</i>		
'Pritchard'			
Japanese Maple	<i>Acer palmatum</i>		
Red Maple	<i>Acer rubrum</i>		
'Armstrong'			
'Autumn Blaze'			
'Built to Last'			

'Burgundy Belle'			
'October Glory'			
'Red Pointe'			
'Red Rocket'			
'Red Sunset'			
Sugar Maple	<i>Acer saccharum</i>		
'Commemoration'			
'Green Mountain'			
'Legacy'			
Shuntang maple	<i>Acer truncatum</i>		
Horsechestnut Spp.	<i>Aesculus spp.</i>		
Downey Serviceberry	<i>Amelanchier arborea</i>		
Autumn Brilliance Serviceberry (single stem)	<i>Amelanchier grandiflora</i>		
River Birch	<i>Betula nigra</i>		
'Dura Heat' (Single Stem)			
'Heritage'			
European Hornbeam	<i>Carpinus betulus</i>		
American Hornbeam	<i>Carpinus caroliniana</i>		
Northern catalpa	<i>Catalpa speciosa</i>		
Common Hackberry	<i>Celtis occidentalis</i>		
Crapemyrtle (single stem)	<i>Lagerstroemia indica</i>		
Water hickory	<i>Carya aquatica</i>		
Chinese fringetree	<i>Chionanthus retusus</i>		
'Spirit'			
American fringetree	<i>Chionanthus virginicus</i>		
'Serenity'			
Eastern Redbud	<i>Cercis canadensis</i>		
'Alba'			
'Forest Pansy'			
'Hearts of Gold'			
'Oklahoma'			
'Rising Sun'			
Species			
Other			
Yellowwood	<i>Cladrastis kentukea</i>		
Flowering Dogwood	<i>Cornus florida</i>		
'Cherokee Chief'			
'Cherokee Princess'			
'Appalachian Spring'			
Other			
Other			
Other			
Korean Dogwood	<i>Cornus kousa</i>		
Corniliancherry dogwood	<i>Cornus mas</i>		
Green Hawthorn	<i>Crataegus viridis</i>		

'Winterking'			
Other			
Hardy Rubbertree	<i>Eucommia ulmoides</i>		
American beech	<i>Fagus grandifolia</i>		
Gingko	<i>Gingko biloba</i>		
'Shangri-la'			
Other			
Honey Locust (thornless)	<i>Gleditsia triacanthos</i> <i>var. inermis</i>		
'Skyline'			
'Sunburst'			
Other			
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>		
Carolina Silverbell	<i>Halesia carolina</i>		
Golden Raintree	<i>Koelreutaria</i> <i>paniculata</i>		
Sweet Gum	<i>Liquidambar</i> <i>styraciflua</i>		
'Happidaze'			
'Rotundiloba'			
'Slender Silhouette'			
Species			
Tulip Poplar	<i>Lirodendroum</i> <i>tulipifera</i>		
Osage Orange (fruitless)	<i>Maclura pomifera</i>		
Southern Magnolia	<i>Magnolia grandiflora</i>		
Sweetbay Magnolia	<i>Magnolia virginiana</i>		
Crabapple spp.	<i>Malus spp.</i>		
'Cardinal'			
'Coralburst'			
'Honeycrisp'			
'Prairie Fire'			
'Purple Prince'			
'Snow Drift'			
Other			
Other			
Other			
Dawn Redwood	<i>Metasequoia</i> <i>glyptostoboides</i>		
'Palatial'			
Black Gum	<i>Nyssa sylvatica</i>		
Sourwood	<i>Oxydendron arboreum</i>		
American hophornbeam	<i>Oystra virginiana</i>		
Persian Ironwood	<i>Parrotia persica</i>		
'Streetwise'			
Other			
Chinese Pistache	<i>Pistacia chinensis</i>		

London Plane Tree	<i>Platanus X acerifolia</i>		
'Bloodgood'			
'Exclamation'			
Sycamore	<i>Platanus occidentalis</i>		
'Akebona' Cherry	<i>Prunus akebona</i>		
'Okame' Cherry	<i>Prunus campanulata x Incisa</i>		
'Crimson Pointe' Plum	<i>Prunus cerasifera</i>		
Flowering Cherry	<i>Prunus serrulata</i>		
'Kwanzan'			
'Royal Burgundy'			
'Snow Goose'			
Other			
Yoshino Cherry	<i>Prunus X yedoensis</i>		
Canada red cherry	<i>Prunus virginiana</i>		
Sawtooth Oak	<i>Quercus acutissima</i>		
White oak	<i>Quercus alba</i>		
Scarlet Oak	<i>Quercus coccinia</i>		
Shingle Oak	<i>Quercus imbricaria</i>		
Southern Red Oak	<i>Quercus falcata</i>		
Overcup Oak	<i>Quercus lyrata</i>		
'Highbeam'			
Bur Oak	<i>Quercus macrocarpa</i>		
Swamp Chestnut Oak	<i>Quercus michauxii</i>		
Chestnut Oak	<i>Quercus montana</i>		
Chinkapin Oak	<i>Quercus muehlenbergii</i>		
Nuttall Oak	<i>Quercus nuttallii</i>		
Sangari			
Pin Oak	<i>Quercus palustris</i>		
Willow Oak	<i>Quercus phellos</i>		
'Hightower'			
English Oak	<i>Quercus robur</i>		
'Regal Prince'			
Species			
Northern Red Oak	<i>Quercus rubra</i>		
Shumard Oak	<i>Quercus shumardii</i>		
'Prominance'			
Black Locust	<i>Robinia psuedoacacia</i>		
'Purple robe'			
Other			
Japanese snowbell	<i>Styrax japonicus</i>		
Bald Cypress	<i>Taxodium distichum</i>		
'Shawnee Brave'			
'Autumn Gold'			
Species			

American Linden or Basswood	<i>Tilia americana</i>		
Littleleaf Linden	<i>Tilia cordata</i>		
Silver Linden	<i>Tilia tomentosa</i>		
Lacebark Elm	<i>Ulmus parvifolia</i>		
'Allee'			
'Bosque'			
'Everclear'			
Other			
American Elm	<i>Ulmus americana</i>		
'Princeton'			
'Jefferson'			
Other			
Elm spp. (hybrids)	<i>U. carpinifolia</i> , <i>U. japonica</i> , <i>U. wilsoniana</i>		
'Accolade'			
'Triumph'			
Other			
Japanese Zelkova	<i>Zelkova serrata</i>		
'Village Green'			
'Green Vase'			

Multi-stem and Evergreen Trees (Secondary)

TREES		Price per tree	Price per tree
Common Name 'Cultivar'	Botanic Name	6'-7' Tree	8'-10' Tree
Paperbark Maple	<i>Acer griseum</i>		
Japanese Maple	<i>Acer palmatum</i>		
Autumn Brilliance Serviceberry	<i>Amelanchier grandiflora</i>		
River Birch	<i>Betula nigra</i>		
'Dura Heat'			
Other			
Eastern Redbud	<i>Cercis canadensis</i>		
Species			
Other			
Other			
White Fringetree	<i>Chionanthus virginicus</i>		
Korean Dogwood	<i>Cornus kousa</i>		
Japanese Cedar	<i>Cryptomeria japonica</i>		
Witch-hazel spp.	<i>Hammamelis spp.</i>		

Foster's Holly	<i>Ilex X attenuata</i>		
'Fosteri'			
Nellie R Stevens Holly	<i>Ilex X Nellie R Stevens</i>		
American Holly	<i>Ilex opoca</i>		
Eastern red cedar	<i>Juniperus virginiana</i>		
Brode			
Other tree form			
Crapemyrtle (single stem)	<i>Lagerstroemia indica</i>		
Southern Magnolia	<i>Magnolia gandiflora</i>		
'DD Blanchard'			
Other			
Magnolia spp.	<i>Magnolia spp.</i>		
'Anne'			
'Jane'			
'Waterlily'			
Other			
Sweetbay Magnolia	<i>Magnolia virginiana</i>		
'Moonglow'			
Other			
Norway Spruce	<i>Picea abies</i>		
Eastern Arborvitae	<i>Thuja occidentalis</i>		
'Emerald Green'			
'Nigra'			
Other			
Eastern Arborvitae	<i>Thuja plicata</i>		
'Green Giant'			
Other			
Viburnum spp.	<i>Viburnum spp.</i>		
Other			
Other			
Other			

Firm Name: _____ Date: _____

Official Address: _____

(By)

(Name Typed)

(Title)

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 credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. 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:_____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

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

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

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, _____:

Title _____

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 2018 goal is to conduct 3.06% of its business with minority-owned businesses, 10.03% of its business with woman-owned businesses, and 38.71% 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)

(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: _____