

CITY OF KNOXVILLE INVITATION TO BID

Tree Installation

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 10, 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 for the installation of trees of various species and sizes. The number of trees to be planted will depend on the price per tree (to be purchased separately from this contract), price for installation, demand for the service, 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. 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. Contract shall be for one (1) year with two (2) optional one-year renewals.

The City intends to provide awarded Installer with a planting list 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.

PRE-BID MEETING

A **MANDATORY** pre-bid meeting will be held at the City of Knoxville Public Works Building in the Community Room, located at **3131 Morris Avenue; Knoxville, TN 37909; on Wednesday June 26, 2019 at 10:00 a.m. Eastern Time. In order to submit a bid for consideration, all potential Contractors are REQUIRED to attend.**

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.

Qualification: It is the expectation that the planting of trees shall be performed by a single firm specializing in landscape installation work. The Installer is responsible for planting all trees, regardless if trees are purchased from multiple Suppliers. **The contractor shall submit a full statement of their experience in work similar to that covered in these specifications, the equipment available to carry out the work in accordance with the specifications, and firm's**

current practice of planting techniques with bid submission. Any company planning to sub contract any part of the work shall provide **with bid submission**, the name and reference of any companies for which the prime will be sub-contracting. If at any point during the term of the contract, the awarded contractor wishes to sub contract with any additional firms, contractor shall submit company name and references to the City of Knoxville Urban Forester for approval prior to sub-contracting work. Contractor shall supply **with bid submission** no less than three (3) references within the past three (3) years where similar work and comparable job size was performed. Include the name of the business, address, phone number, and contact person's email address for each reference.

Delivery: The Installer of the trees shall work with the City 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 the City of Knoxville holding yard which is subject to change, but will be located within the City of Knoxville limits. City crews will unload the delivery truck into the holding yard. During delivery days, the holding yard will be closed off to the Installer until 12:00 p.m. the day of the delivery. Trees shall be heeled in and protected with a hardwood mulch, completely covering the root ball and remaining in place until the trees are installed. The Installer may choose to have trees delivered and held at a location of their choosing but will be responsible for unloading the truck and healing in the trees according to these specifications. The Installer shall be responsible for keeping all stored trees covered with mulch and heeled in during the duration of the planting season, including after the Installer picks up trees for installation. All trees are subject to inspection at delivery by the City of Knoxville Urban Forester. The City of Knoxville Urban Forester shall have access to all sites where trees are being stored before installation. The Installer shall be responsible for the care and protection of the delivered trees until they are properly installed according to these specifications. At least one specimen of each variety of tree delivered shall be tagged with the botanic, common, and cultivar name; tags must remain attached to specimen trees included in each shipment and must remain on said trees until installation.

Planting Locations: The Installer shall be given a list of the planting locations and species (including varieties and cultivars) for each location prior to commencement of work. Addresses will be provided for street trees and park trees, and when necessary, maps will be provided to help establish planting locations. **It can be expected that up to 5% of the planting locations may change during the duration of the project due to resident requests, utility conflicts, or change or cancelation in a planting project.** Installer shall work with Urban Forester in determining new locations for the trees to be planted. Trees will usually be marked with a white "V" and the initials of the common name on the curb or pavement adjacent to the planting location. For trees planted between the sidewalk and the road (the planting strip), or tree pits, trees must be centered between the curb and sidewalk. Park trees will be marked with a white wooden stake or flag, and/or a white "X" on the ground. All markings and stakes must be disposed of by the contractor.

Tennessee One-Call System: It is the responsibility of the Installer and not the City of Knoxville to make necessary utility locates and keep them up to date. The Installer is **required** to contact Tennessee One-Call before digging for each job site and comply with all related directives for utilities. Hand excavation is required, as necessary, to minimize the possibility of damaging underground utilities.

Work Zone Traffic Safety: The Installer shall comply with all specifications and standards of the manual on Uniform Traffic Control Services for Streets and Highways (MUTCD). The contractor will be responsible for public safety at job sites.

Training: All Installer personnel involved with installing City of Knoxville trees must attend a brief on-site training session before installation commences. The City of Knoxville Urban Forester will provide onsite training to demonstrate proper planting practices according to these specifications. All costs associated with said training shall be borne by the Installer.

Planting Hole: All planting holes must be hand dug. Mechanical diggers such as augers may not be used unless approved by the Urban Forester. Planting hole shall be excavated with sloped side two (2) times the diameter of the container or rootball. Approximately less than 2% of the trees each year will be replacement trees from the previous planting seasons. The Urban Forester will mark these dead trees with a white dot indicating the need for removal. The Installer shall remove the existing dead tree (including the root ball) and replace it with the new tree according to these specifications. The removed tree must be disposed of properly by the Installer. All specifications must be met even when planting on a slope. See attached diagram on how to best plant on a sloped surface.

Root ball Planting Depth: Before placing the root ball in the hole, the Installer shall determine if the depth of the hole is the same as, or slightly less, than the distance between the topmost structural root (root flare) and the bottom of the root ball. Installer must also be able to identify the difference between a root graft and the root flare. **It can be expected that trees received from the nurseries may have a buried root flare up to four inches below the top of the root ball.** In no case, shall the root flare be lower than the adjacent grade and all excess soil must be removed from above the root flare. The installer must make sure the root flare is visible at grade level. **Tree installations with root flares planted too deep or buried will be rejected.** All trees shall be set upright and oriented to give the best relationship to adjacent traffic, structures, and trees. For illustration, see Planting Diagram included at the back of this document.

Backfill: After putting one-quarter (1/4) of the backfill soil in the hole, all burlap, twine, rope, and wire baskets shall be cut off and removed at least 8 to 10 inches below the topmost structural root. If roots are circling or girdling, they shall be cut and removed. The hole shall be backfilled with the same soil removed from the hole. Soil shall be tamped **slightly** to pack root ball firmly within the planting hole in order to prevent settling or shifting of the root ball. When the hole is two-thirds (2/3) full, water shall be applied to eliminate air pockets. The remaining portion of the root ball shall be filled with remaining excavated soil. No soil shall be placed above the topmost structural root or root flare. **If excess soil dug from the planting hole is not necessary for the backfill of the root ball or creates an unnecessary mound of soil in a limited planting space (such as a downtown tree pit or planting strip) as determined by the City of Knoxville Urban Forester, it shall be removed from the site by the Installer.** Soil around rootball must be tampered at each lift in order to prevent root ball from shifting. Trees that shift or lean shall be rejected.

Staking: Trees shall not be staked unless necessary. However, there are certain trees that will be required to be staked determined by the Urban Forester. Stakes must be 2" x 2" x 3' or greater

and placed at 120 degrees around the planting hole. Stakes must be installed at least 24 inches deep and installed outside of the planting hole where the soil was not disturbed. The City of Knoxville recommends the use of Arbor Tie or similar tie strap designed for tree staking. There must be enough space left around the trunk of the tree to allow the tree to grow. Staking materials must be approved by the City of Knoxville Urban Forester before installation. All trees leaning or shifted shall be rejected.

Mulch: Mulch will be supplied by the City of Knoxville and stored at the holding yard, unless the contractor chooses to have the holding yard on their facilities. In such case, the installer shall supply mulch. Mulch shall be premium certified grade hardwood chips. No recycled woodwaste, fine composted, or dyed mulches shall be used. Mulch shall be installed on top of the root system and planting hole and extend to the dripline of the canopy or 2.5 feet from the trunk, whichever is greater. Some trees (typically not more than 10 a year) will be planted in tree pits that will not exceed 25 square feet (5'x 5'). The entire tree pit shall be mulched. Mulch shall be 3" in depth, uniform in appearance, and shall not touch the tree trunk. If mulch is supplied by the Installer is must be approved before installation by the City of Knoxville Urban Forester.

Containerized Trees: Containerized trees shall be removed from the container before installation. All sides of the root ball shall be shaved with a hand saw or electric saw (reciprocating saw) in order to cut circling roots. Cuts shall be made approximately one to two inches (1" to 2") from the sides of the root ball. Shaving shall be done just prior to the trees being installed. See attached diagram for shaving a containerized plant.

Watering: Installer shall water all trees immediately after installation, unless a rain event is projected to occur within 24 hours following installation.

Weather: Trees shall not be installed into wet sites, water-logged soils, or sites where precipitation has occurred within the previous 72 hours, unless approved by City of Knoxville Urban Forester. Weekend plantings shall be coordinated with the City of Knoxville Urban Forester.

Site Clean-up: The Installer shall be responsible for the clean-up of the site including the removal of excess soil not needed for the planting hole; debris such as bricks, rocks, and other items uncovered while digging the hole; and excess mulch misplaced or dumped during the installation of the tree. The Installer is also responsible for replacing any mud skid left on the road or sidewalk and replacing any ruts caused during the installation of the tree. The Installer shall avoid or minimize having to drive on any greenspace, sod, or inundated areas to prevent damage. The Installer shall remove all planting stakes used in marking planting locations and remove all tags, ribbons, and bags from around the trees unless specified by the Urban Forester. **The Installer is responsible for the disposal of all waste material, debris, soil, rocks, and other items left over from planting the tree.**

Acceptance and Payment: The City of Knoxville Urban Forester or representative may be present when trees are installed. The City shall perform four (4) inspections of work completed for this contract, and inspections shall not occur more than twice per month. The Contractor will

receive the planting list via electronic spreadsheet. Within the spreadsheet, Contractor shall provide the “date planted” and “invoice number” for each tree and submit an updated editable spreadsheet to the Urban Forester that corresponds with each invoice. Inspections of trees shall include review of tree species, condition, and installation, in order to identify and note any discrepancies or deviations from these specifications. The Urban Forester will note “date accepted” or shall note “in writing” reasons tree planting was not accepted and return the submitted spreadsheet back to Installer. Trees not accepted must be removed from invoice and not resubmitted for payment, until such time that tree installation has been remedied. Installer must repair, replace, or otherwise remedy said discrepancies or deviations before work is accepted and Installer is paid for trees failing first inspection. Trees that required remediation and repaired by Installer shall be inspected during the following inspection. Trees not meeting specifications upon second inspection shall not be paid. Trees significantly damaged by the Installer during transport or during installation shall be replaced by the Installer at the Installer’s expense; additional installation fee shall not be invoiced or charged for replacement.

Payment shall be on a net 30 basis, following invoice and acceptance of installations. Invoices must be modified if trees do not meet these specifications and only those trees passing inspection shall be paid. All work not passing inspection by March 31 of contract year (or subsequent contract renewals) shall not be paid.

Term of Agreement and Contract Pricing: Contract shall be for one (1) year with two (2) optional one-year renewals, upon mutual agreement. Planting time shall typically be from November 1 through March 1, with a potential couple of spring plantings such as crape myrtles and evergreen trees. Unit bid prices shall be guaranteed for the life of the contract. Awards shall be made for fixed price agreements, with no guarantee of quantities to be ordered. 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. **The City intends to make one award to one firm for the entire scope of this contract, however, the City reserves the right to award to multiple Installers in order to ensure timely installation of trees.**

Projected Planting Timetable and Payment Schedule: Work can be completed earlier than the timetable below, but shall not exceed the following (with the exception of those trees that need to be planted during the spring months):

<u>Phase</u>	<u>Projected Date of Substantial Completion</u>	<u># of Trees Supplied</u>	<u>Date of Final Acceptance</u>
I	December 31	33%	January 31
II	January 30	66%	February 28
III	February 28	100%	March 31

CONTRACTOR ATTIRE/ PROTECTIVE GEAR:

Contractor's employees shall wear appropriate visible material while performing the services outlined in the specifications. Contractors must bear in mind that the public often perceives contractor's staff as employees of the City; therefore, contractor's staff must wear, at minimum and in addition to protective equipment, a tee-shirt and shorts when providing services under this contract. No tank tops or undershirts are permitted. Clothing displaying nudity, obscene language, obscene symbols, or pro-drug slogans is strictly prohibited.

Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by law, regulation, ordinance and/or manufacturer's instructions for material and equipment. At minimum, protective equipment shall consist of an OSHA or DOT approved safety vest.

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 of the Firm – 10 points

- Detail experience with projects similar in size and scope as those covered under this contract.
- Detail a list of what portion of the work, if any, will be subcontracted
- All contractor's must supply no less than three (3) references within the past three (3) years where similar work and comparable job size was performed. Include the name of the business, address, phone number, and contact person's email address for each reference.

2. Equipment – 10 points

- List of equipment to be used for this service and the current condition of all equipment.

3. Current Practice of Planting Techniques – 10 Points

- Demonstrate firm's ability to install trees utilizing proper techniques

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. Child Crime Affidavit

3. Non-Collusion Affidavit
4. Drug Free Workplace Affidavit
5. Iran Divestment Act Certification of Noninclusion
6. Diversity Business Enterprise (DBE) Program form
7. **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 **Wednesday, July 10, 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 Installation.”**
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 **July 3, 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

Page 1 of 2

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 Installation**” to open on **July 10, 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 professional tree installation services as specified for the following amount:

NOTE: Prices listed below shall be total price for one installed tree of each size or maintenance task. Prices quoted below must be inclusive of labor, equipment, staking material, mulch, and all other costs associated with specifications unless noted above. The City of Knoxville shall not be responsible for any charges other than those shown below. Award shall be based upon B & B pricing, staking pricing, and containerized trees pricing plus evaluated qualifications specified in bid documents.

B & B TREES, INSTALLED AS SPECIFIED: UNIT BID PRICE

2” Ball and Burlap Tree, per (1) tree _____

3” Ball and Burlap Tree, per (1) tree _____

TREE STAKING, INSTALLED AS SPECIFIED: UNIT BID PRICE

Stake installed tree, per (1) tree _____

CONTAINERIZED TREES, INSTALLED AS SPECIFIED: UNIT BID PRICE

15-gallon containerized tree, per (1) tree _____

30-gallon containerized tree, per (1) tree _____

45-gallon containerized tree, per (1) tree _____

CITY OF KNOXVILLE

BID FORM

Page 2 of 2

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:_____

Child Crime Affidavit

State of _____

County of _____

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

(1) He/She is the owner, partner, officer, representative, or agent of

_____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees 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 at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

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: _____

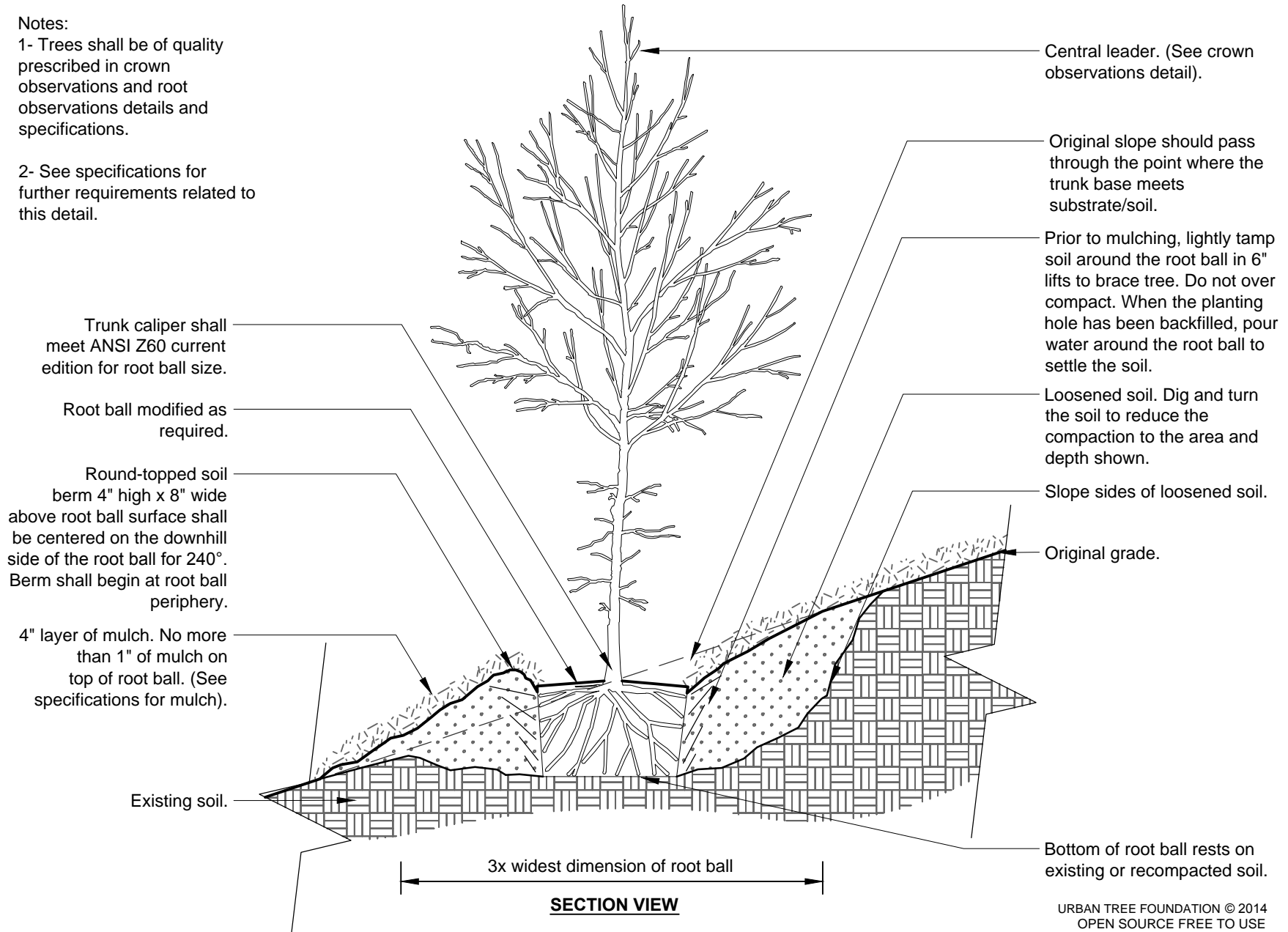
CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

Notes:

1- Trees shall be of quality prescribed in crown observations and root observations details and specifications.

2- See specifications for further requirements related to this detail.

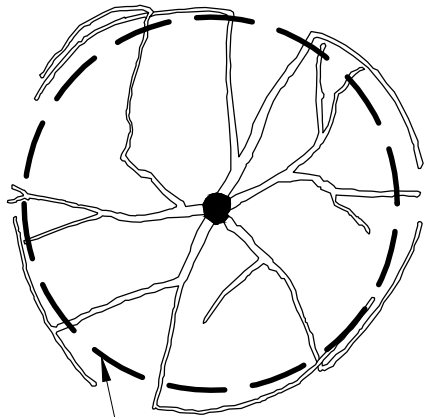


URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

P-X

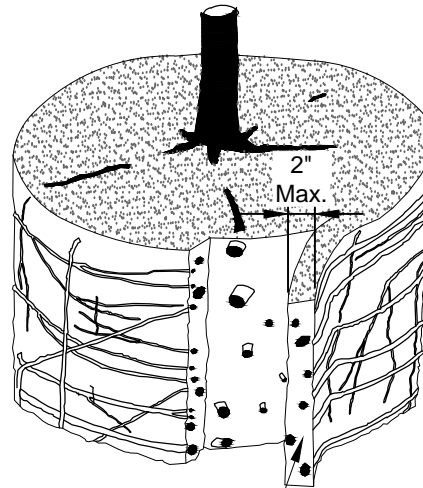
TREE ON SLOPE 5% (20:1) TO 50% (2:1) - UNMODIFIED SOIL

BEFORE SHAVING



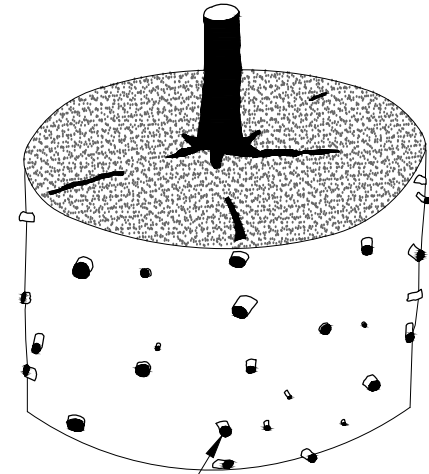
Shave root ball here to remove all roots growing on periphery.

SHAVING PROCESS



Shave outer periphery of the root ball a maximum of 2" thick.

SHAVING COMPLETE



Root tips exposed at periphery of root ball. All roots growing around periphery are removed.

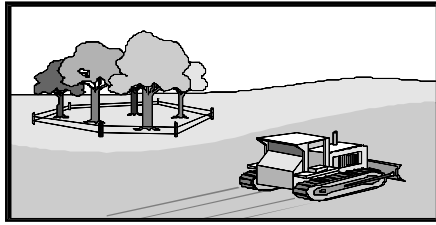
Notes:

- 1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.
- 2- Shaving can be performed just prior to planting or after placing in the hole.

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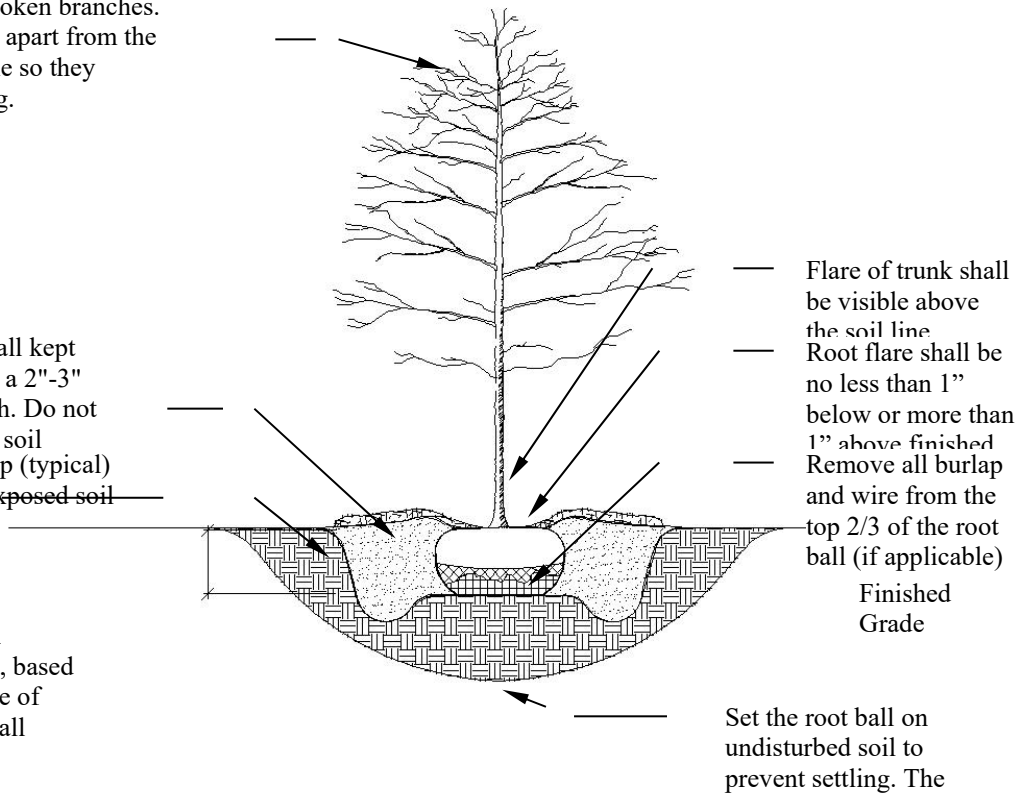
ROOT BALL SHAVING CONTAINER DETAIL



Do not cut central leader.
Prune only broken branches.
Pull branches apart from the shipping twine so they naturally hang.

Top of root ball kept free of all but a 2"-3" layer of mulch. Do not pile mulch or soil
Mulch 3" deep (typical) to cover all exposed soil

Depth varies, based on size of root ball

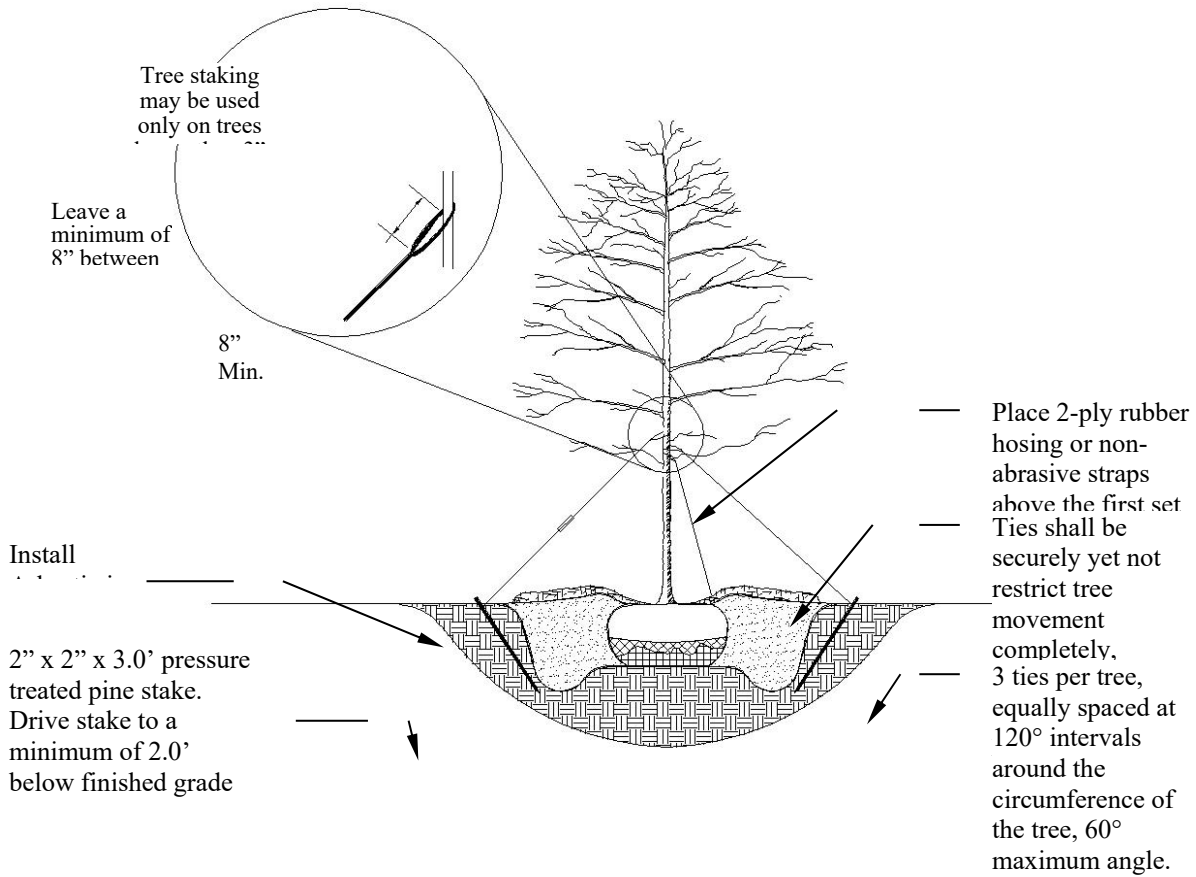


NOT TO SCALE

Tree Planting Notes:

1. All planting selections and activities must be approved by the City of Knoxville Urban Forester.
2. Balled-and-burlapped (B&B) stock from nursery shall meet ANSI Z60.1, American Standard for Nursery Stock.
3. All excess soil shall be removed from the site and the mound shall be no greater than 2" above grade. No excess soil shall touch the trunk of the tree

Figure TP-04-01



NOT TO SCALE

Figure TP-04-02