

Finance & Accountability

Purchasing Division

INVITATION TO BID

Parkside Drive Cantilever Signal Supports

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until **11:00:00 a.m.** (Eastern Time) on **January 13, 2023** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **Parkside Drive Cantilever Signal Supports.**

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

Topic: ITB - Cantilever Signal Supports, Parkside Drive

Time: Jan 13, 2023 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/82014702689?pwd=OVAwaTdxOTIxYjB3eW5wbjVNMHdnQT09

Meeting ID: 820 1470 2689

Passcode: 451532 One tap mobile

+13052241968,,82014702689#,,,,*451532# US

+13092053325,,82014702689#,,,,*451532# US

Dial by your location

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

Meeting ID: 820 1470 2689

Passcode: 451532

Find your local number: https://us02web.zoom.us/u/kDnnknc5u

Scope of Work:

The City of Knoxville's Transportation Engineering Department is seeking to purchase traffic signal cantilever supports to be furnished and consisting of a straight or uniformly tapered shaft, having a base welded to the lower end and complete with anchor bolts. All castings shall be clean and smooth with all details well defined and true to pattern. Steel castings shall conform to ASTM A27, Grade 65-35. Poles must have caps for the top of upright and end of mast arm. The poles shall have a Holophane RAL 6005 Moss Green or approved equivalent powder coat finish electrostatically applied by the pole manufacturer, and a Holophane RAL 6005 Moss Green or approved equivalent color cast aluminum anchor nut bolt covers to match the existing poles on the corridor.

Specifications:

Cantilever Signal Support Standard Specifications

- The design of traffic signal supports poles, mast arms, strain poles, etc. shall be in conformance
 with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires
 and Traffic Signals, current edition. Overhead cantilevered traffic signal structures shall be
 designed for fatigue category 1.
- Traffic signal support poles shall be TDOT standard round, tapered, galvanized steel mast arm
 poles in accordance with TDOT standard drawings. The poles shall have a Holophane RAL 6005
 Moss Green or approved equivalent powder coat finish electrostatically applied by the pole
 manufacturer, and a Holophane RAL 6005 Moss Green or approved equivalent color cast
 aluminum anchor nut bolt covers to match the existing poles on the corridor.
- All mast arms shall be compatible with the poles in material, strength, shape, and size.
- Secure an anchor base of one-piece cast steel or steel plate of adequate strength, shape, and size to the lower end of the shaft. Place the base so as to telescope the shaft, and weld at the top and bottom faces with continuous fillet welds so that the welded connection develops the full strength of the adjacent shaft section to resist bending action. Provide each base with a minimum of four holes to receive the anchor bolts. Provide cast steel bases with removable cast iron covers for anchor bolts and tapped holes for attaching covers with hex head cap screws.
- Provide a welded frame hand-hole, 6 x 10 inches minimum and located with a clear distance above the base of no less than the pole diameter, "D". Weld a 1/2-inch 13 UNC grounding nut to the inside of the pole at a point readily accessible for wiring.
- Fabricate shafts from the best, hot-rolled basic open-hearth steel. The shaft shall have only one longitudinal electrically welded joint and may have electrically welded intermediate transverse full penetration circumferential joints, at intervals of not less than 10 feet. The shaft shall be longitudinally cold-rolled to flatten the weld and increase the physical characteristics so that the metal will have a minimum yield strength of 48,000 pounds per square inch. Where transverse full penetration circumferential welds are used, the shaft fabricator shall furnish to the Engineer certification that: (1) all such welds have been radiographed and ultrasonically tested by an independent testing laboratory using a qualified Nondestructive Testing (NDT) technician and (2) the NDT equipment has been calibrated annually.
- Fit the shaft with a removable pole cap, a J-hook wire support welded inside near the top, and a flange plate assembly to match that welded to the butt end of the mast arm.
- Provide mast arms fabricated and certified in the same manner as the upright shafts and that have the same physical characteristics.

- The mast arms shall meet the design requirements necessary to support rigidly mounted traffic signals as shown on the Plans. All arms shall include a removable cap at the tip, grommeted wire outlets, and signal hanger assemblies of the type and number shown on the Plans, and a flange plate welded to the butt end to provide a rigid connection to the mast. The assembly shall be constructed so that all wiring can be concealed internally.
- Connect mast arms to the upright pole at a height necessary to provide a minimum clearance of 16 feet 6 inches and a maximum clearance of 19 feet under the traffic signal heads. Install separate signal heads to provide the same clearance.
- Hot-dip galvanize steel poles, mast arms, and hardware in accordance with ASTM A123. The pole shall have a green powder-coat finish electrostatically applied by the pole manufacturer and a green cast aluminum anchor nut bolt covers.
- Galvanize all steel and cast-iron components, hardware, and threaded fasteners, except anchor bolts, after fabrication in accordance with ASTM A123, or A153 or A385, as applicable.
- Furnish all bolts, nuts, and screws as it pertains to anchors, hand-hole covers, pole caps, ground point, and decorative pole base/ skirt. Furnish rubber grommets 1" I.D. for signal cable.
- Poles shall come with pre-fabricated metallic anchor bolt template.
- All cantilever signal support details shall comply with TDOT and COK Signal Standard Drawings on sheet T5, design plans and traffic signal notes sheet T4.

Refer to the plan set "Dominion Turkey Creek Signal Design REV 6" uploaded with this document

Delivery Instructions:

Delivery will be to the City of Knoxville Sign and Signal Shop located at 1025 Elm Street, Knoxville, TN 37921.

Price is to include all charges, FOB Destination to the Sign and Signal Shop. No after hour, holiday or weekend deliveries will be accepted.

Bid Submission Requirements:

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

- 1. <u>Bid Form</u> showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
- 2. Submission Affidavits and Certifications
- 3. Warranty Information

Instructions and Conditions:

 Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until <u>January 13, 2023</u>, at <u>11:00:00 a.m.</u>, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. No bid will be received or accepted after the above-specified time for the **opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

- 2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
- 3. Included in the Invitation to Bid is an affidavit that the undersigned has not entered into any collusion with any person in respect to this bid. The bidder is required to submit this affidavit with the submission. Also included is the Diversity Business Enterprise Subcontractor/Consultant Statement form. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
- 4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any bidder with any City of Knoxville representative concerning this Invitation to Bid 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 bidder from this procurement transaction.
- 5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Parkside Drive Cantilever Signal Support."
- 7. Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. If submitting electronically, a paper bid is not required.
- 8. All proposers/bidders must register as a vendor in order to submit an electronic file.

<u>Step One</u>: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.)

To register as a vendor:

- Visit the website at www.knoxvilletn.gov/purchasing
- Click the "Vendor Registration" tab
- Click the link titled "Click here to register as a City of Knoxville Vendor"
 - Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

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

<u>Step Two</u>: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on January 13, 2023.

To submit electronic file:

- Visit the procurement website at www.knoxvilletn.gov/bids
- Click "ITB Parkside Drive Cantilever Signal Supports"
- Click "Submit Bid" (red button located at top of screen)
- Follow the prompts to upload and submit electronic file
 - The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Parkside Drive Cantilever Signal Supports.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.
- 9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected. All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
- 10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
- 11. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
- 12. Bid submissions from un-registered bidders may be rejected.
- 13. Payment for completed services delivered to and accepted by the City shall be at the contract price.
- 14. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
- 15. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
- 16. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 17. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
- 18. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
- 19. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
- 20. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.

- 21. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
- 22. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
- 23. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to Suzanne Daws, Procurement Specialist for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to sdaws@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- 24. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
- 25. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
- 26. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Noninclusion form may be found in this solicitation document.
- 27. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

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 2023 goal is to conduct <u>4.3%</u> of its business with minority-owned businesses, 10.3% of its business with woman-owned businesses, and 34.8% 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, report whether or not they plan to employ DBE's as subcontractors or consultants. With that in mind, please fill out, sign, and submit (with your bid/proposal) the Subcontractor/Consultant statement included in the submission forms based on the following definitions:

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

<u>Diversity Business Enterprise (DBE's)</u> are minority-owned (MBE), women-owned (WBE), service-disabled veteran-owned (SDVBE), and small businesses (SBE), 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 daily.

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. <u>Hispanic American</u>, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;

- c. Native American, persons who have origin in any of the original peoples of North America;
- d. <u>Asian American</u>, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

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

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

<u>Service-Disabled Veteran Owned Business Enterprise</u> (SDVBE) 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 Enterprise (SBE) 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.

Persons with Disabilities Business Enterprise (PDBE) is business owned by a person with a disability that 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 persons with a disability; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one or more persons with a disability and whose management and daily business operations are under the control of one or more persons with a disability. "Person with a disability" means an individual who meets at least one of the following: (A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than 12 months; (B) Is eligible to receive social security disability insurance (SSDI); or (C) Is eligible to received supplemental security income (SSI) and has a disability as defined in (A) above.

Bid Form

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

Item

Having carefully examined the specifications entitled "Parkside Drive Cantilever Signal Supports" to open on **January 13, 2023, at 11:00:00 a.m.** and the other Contract Documents and addenda, we hereby propose to furnish the equipment, and delivery as described herein for the following sum:

Bid Price

Cantilever Signal Support 35' Arm & 80' Arm (Pole A Arms A1 & A2)			-
Cantilever Signal Support 65' Arm (Pole F, Arm F1)	,		
Firm Name:			
DUNS #:		Business License Expiration Date:	
Ву:	Signature	Name:	Printed
Date:		Title:	
Email:		Phone:	

Delivery Schedule

Submission Affidavits and Certifications

We					
(Bidder/Proposer Company Name)					
do certify that on the					
	(Solicitatio	n Title / Project Name)			
we are in receipt of the foll	owing checked	items and do hereby certify of	or affirm as follows:		
□ SUBCONTRACTOR/C	ONSULTANT S	STATEMENT			
Please select one:					
☐ Option A: Intent to su	bcontract usin	g Diverse Businesses			
		subcontractor(s), vendor(s), s the amount that we plan to p			
%.					
Total Estimated Percentag	e of Subcontra	cted Service			
	Diversity Bu	siness Enterprise Utilizatio	on		
Description of Work/Project	Percentage	Diverse Classification (MBE, WBE, SBE, SDVBE, PDBE)	Name of Diverse Business		
☐ Option B: Intent to pe	erform work "v	vithout" using Diverse Busi	inesses		
		erform 100 % of the work requolan to subcontract with non-l	uired for the contract; work will be Diverse companies.		
☐ Option C: Intent to se	lf-perform wo	k as a Diversity Business E	Enterprise.		
We intend to self-perform	100% of the wo	rk required for the contract a	s a Diversity Business Enterprise.		

□ NON-COLLUSION AFFIDAVIT

- (1) Submitted bid is genuine and is not a collusive or sham bid;
- (2) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signatory, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, 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 or agreement; and
- (3) The price(s) outlined in the bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this signatory.

□ NO CONTACT / NO ADVOCACY AFFIDAVIT

- 1. <u>NO CONTACT POLICY</u>: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any bidder with any City of Knoxville representative concerning this bid is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens) or the listed point of contact. Any unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 2. <u>NO ADVOCATING POLICY</u>: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting bids for any part of this project, as well as those persons and/or companies representing such bidders, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Transportation Engineering Department, or any other City staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "No advocating" policies may be subject to having their bid rejected from consideration.

☐ IRAN DIVESTMENT ACT

CERTIFICATION OF NONINCLUSION

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

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf

By submission of this form, the bidder certifies that the above-named firm, under penalty of perjury to the best of its knowledge and belief, and any proposed suppliers are not on the list created pursuant to \S 12-12-106.

☐ NON-BOYCOTT OF ISRAEL

For submissions with a total cost of \$250,000 or greater, the Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award.

State of		County of	
Proposer's Name:			
being duly sworn, deposes, and says that:			
They are a principal officer of		, the firm submitting the attached	
proposal, their title beingthe listed declarations.		, and has authority to affirm and/or certify	
Signed		<u> </u>	
Title			
Subscribed and sworn to before me this	day of	, 20	
NOTARY PUBLIC		My Commission expires	