

## **CITY OF KNOXVILLE INVITATION TO BID**

### **Mowing and Maintenance Services for TDOT Controlled Access Sites along I-40 and James White Parkway**

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 June 6, 2019**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The successful bidder shall perform the following services beginning July 15, 2019 through November 1, 2019. The successful bidder shall bid the amount per three-week cycle (21 calendar days) and a total amount of the bid per contract term to maintain the seven (7) sites along I-40 and James White Parkway. A location site list is attached and map sheets are available. The contractor will furnish, in a satisfactory manner, all equipment, labor, materials, supplies, services and supervision to provide professional mowing services in strict compliance with the specifications set forth below. 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. Renewal years shall begin third (3rd) Monday in March and continue for a total of 11 mowing cycles.

In making its award, the City will evaluate, in addition to pricing, demonstrated capability, experience, past performance, references, and workload. **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 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 May 23, 2019 at 9:30 a.m. Eastern Time. Bidders are STRONGLY ENCOURAGED to attend.**

### **SPECIFICATIONS**

The contractor shall be responsible for performing all work on sites specified under "TDOT Controlled Access Sites along I-40 and James White Parkway" (in this document) in a professional and workmanlike manner, using quality equipment and tools. Detailed specifications for the work are listed below.

- a) All work defined in this specification shall be accomplished beginning July 15th and continue for a total of 6 mowing cycles during the remainder of 2019 and 11 cycles during renewal years 2020 and 2021 will start the third Monday in March. Slight changes in scheduling may be necessary for special events such as the Marathon, Dogwood Arts and other community events.

- b) Grass shall be mowed and trimmed during every three-week period (twenty-one (21) calendar days) during the mowing season. The work may not occur on Sundays without permission of the Horticulture Services Manager.
- c) Contractor will be required to provide a schedule for mowing each site prior to the third (3rd) Monday of March for each contract year; July 15 for 2019. After each scheduled mowing cycle, the Horticulture Services Manager shall be notified in writing of completion of that cycle by completing the “**Mowing and Maintenance Checklist**” (provided within this document).
- d) The contractor shall not mow during extremely wet or dry conditions where turf damage or ruts would occur. The decision to delay a mowing cycle or alter the sequence **must be** pre-approved by the Horticulture Services Manager.
- e) Remove all downed limbs, litter and debris from all areas prior to mowing or trimming. All limbs and trash must be hauled away by contractor each maintenance day.
- f) Mow turf three (3) inches high; shred all excess clumps of grass. Grass must be cut to a uniform height with no scalping, rutting or areas missed.
- g) Trim around everything on the site. This includes the concrete end-caps, curb-lines, bridges, trees, ditch-lines, riprap, guardrails, signs and poles. Fences must be maintained free of vines, ivy and weeds.
- h) **Mowers and string trimmers must not make contact with trees.** The contractor shall be responsible for any damage caused by his operations to plants, trees, shrubs, fences, signs, vehicles, and any other property. As specified in the City of Knoxville Tree Ordinance; the City may impose penalties for tree related damages. The following is a schedule of costs that will be deducted from payment if damage or injury to trees occurs:

<b>Damage</b>	<b>Treatment provided by City staff</b>	<b>Cost deducted from Contractor's payment</b>
Trunk Damage	Water, install guards, treat wound	\$ 170.00
Mortality (4 inches and less in diameter)	Replace with 2-inch diameter tree	\$ 460.00
Mortality (greater than 4 inches in diameter)	Replace tree in kind	Landscape Appraised Value

- i) Keep all tree mulch rings free of grass, weeds and debris without causing damage to the trunk or limbs. All tree related herbicide spraying and pruning must be approved by the Horticulture Manager **prior** to application.
- j) Keep all streets, curb lines and concrete medians that join the grass medians free of weeds, grass, and debris: this especially includes grass blown out in the street and gutters by contractor operations.

k) **No type of chemicals shall be applied for weed control without prior approval from the Horticulture Services Manager.** Always use these guidelines when using herbicides:

- Keep spraying to a minimum: consider cost and environmental concerns
- Spray when the weather is suitable: avoid windy and breezy conditions; high and low temperatures, avoid spraying when rain is expected or after a rain event
- Most herbicides work best when sprayed in the early morning after a few days of dry weather
- Do not spray when people are present; never inadvertently expose the public to chemical exposure
- Employees must be qualified and wear proper Personal Protective Equipment
- Dispose of waste and clean containers properly
- Do not overspray or mix too strong
- Comply with all label requirements
- Never spray near waterways; creeks, streams, rivers, lakes

l) All equipment to be used must be in good working condition and have all safety features required by law. Rear-discharge mowers are required for mowing narrow median strips.

m) All rotary type mowers shall be equipped with skirt guards, which restrict foreign objects from being thrown from the cutting unit enclosures. Contractors are financially liable for all damages caused by their operations.

#### **ADDITIONAL REQUIREMENTS:**

a) Contractor must complete the attached “**Mowing and Maintenance Checklist**” after each cycle and submit to the Horticulture Manager within two (2) business days. Submittal must be by email or personal delivery.

b) Map sheets of every site are available in a pdf format.

c) Locations of all seven (7) large areas, which are located adjacent to highway ramps, are listed in the attached sheet labeled “TDOT Controlled Access Sites along I-40 and James White Parkway.”

d) In making its award, the City will evaluate, in addition to pricing, demonstrated capability, experience, past performance, references, equipment, and workload to determine the best qualified contractor.

e) Bids must include price per three-week period and total amount for contract term.

#### **SUBCONTRACTING:**

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 Horticulture Services Manager for approval prior to sub-contracting work

### **PROTECTIVE EQUIPMENT/ATTIRE:**

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.

Contractor's employees shall wear appropriate visible material while performing the mowing and maintenance services outlined in the specifications. Contractors must bear in mind that the public often perceives contractor's mowing 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.

### **INVOICES/PAYMENT SCHEDULE:**

The Contractor shall provide the City with an itemized invoice statement for each three-week cycle for the work accomplished that period. The City shall not be invoiced for work that has not yet been completed. Contractor must submit invoices that include the "Mowing and Maintenance Checklist" within two (2) business days after completion of service to MWagner@KnoxvilleTN.gov. Payment will be made within 30 days of invoicing, after all locations are inspected for quality control.

### **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 of the Firm – 10 points**

- Number of years in business, location of working office
- Number of personnel employed available to provide service for this bid including supervisory staff. Note if personnel is full-time, part-time, or seasonal employment. Include the use of any subcontractors.
- List of equipment to be used for this service and the current condition of all equipment.

#### **2. Experience, Past Performance, and References – 10 points**

- 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.

- Provide any unique strengths, experiences, or qualifications of your firm.

### 3. Cost– 70 points

- Enter your cost on the bid form included in this document noting the price per service as well as the total cost for a one-year contract.

### 4. Approach and Current Workload– 10 points

- Provide information on current workload and how this project will be accomplished
- Provide information on management of staff and training provided to personnel

## 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. 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 **Thursday, June 6, 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](http://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: **"TDOT Controlled Access Sites along I-40 and James White Parkway."**
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 **Penny Owens, Assistant Purchasing Agent** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at [powens@knoxvilletn.gov](mailto:powens@knoxvilletn.gov). To be given consideration, such requests/questions must be received by end of business day **May 30, 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](http://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 **“TDOT Controlled Access Sites along I-40 and James White Parkway”** to open on **June 6, 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 mowing services as specified for the following amount:

**BID:**

Mowing Cost (per service): \$ \_\_\_\_\_

x **6** Services= \$ \_\_\_\_\_ **Total Annual Bid (Year One)**  
(July-November)

x **11** Services = \$ \_\_\_\_\_ **Total Annual Bid (Potential Renewal Years 2 & 3):**  
(March- November)

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Official Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(By) \_\_\_\_\_ (Name Typed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Email \_\_\_\_\_ Phone \_\_\_\_\_

**Mowing and Maintenance Checklist:** This is to certify that the following maintenance was completed on the date next to the location:

1. All grass is cut evenly, no scalping or rutting, free of clumps and windrows.
2. Trash has been picked up and removed/not cut up by mowing.
3. Curb-lines, gutters and fence rows have been trimmed and free of grass and debris.
4. Cracks in pavement, curbs and gutters are free of weeds, sprayed as necessary.
5. Concrete end caps, poles, signs, etc. have been sprayed and trimmed.

\_\_\_\_\_  
Name/signature/date

TDOT Controlled Access Sites: I-40 and JWP		
Zone #	Description	Date
TDOT 1	James White Parkway South: from river to Sevierville Pike	
TDOT 2	James White Parkway Riverside: from river to Hill Ave	
TDOT 3	James White Parkway Downtown: from Willow Ave to HOF and Gay streets	
TDOT 4 East	I-40 at I-275 ramps from Seventeenth St to Blackstock	
TDOT 4 West	I-40 at I-275 ramps from 129 to Seventeenth St	
TDOT 5	Alcoa Hwy from Neyland Dr to north of Kingston Pike	
TDOT 6	I-40 at Hall of Fame ramps	

## 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 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](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.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: \_\_\_\_\_

# 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: \_\_\_\_\_



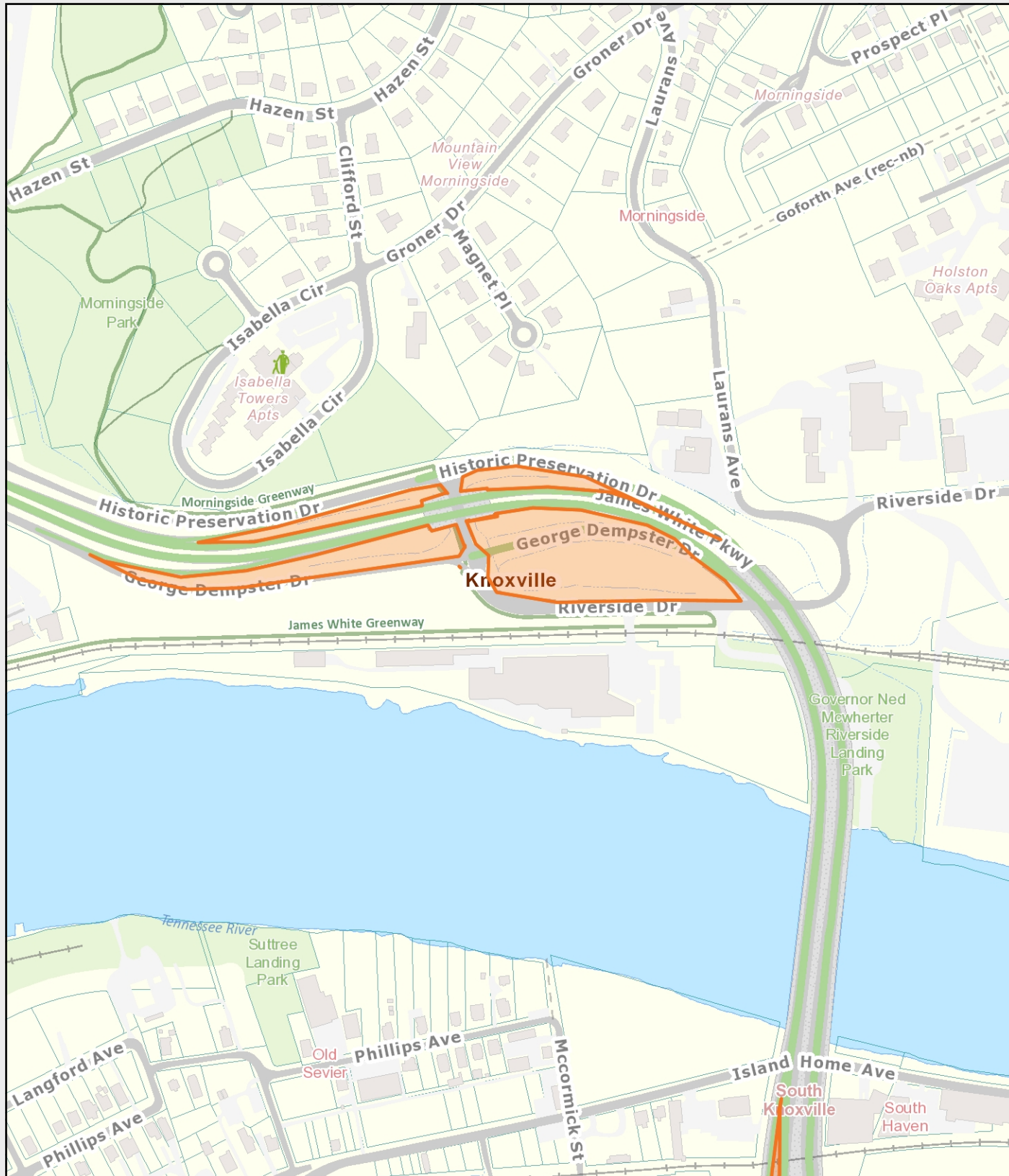
TDOT 1  
JWPSOUTH

0 400 800 1600  
Feet

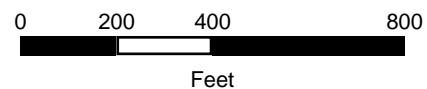
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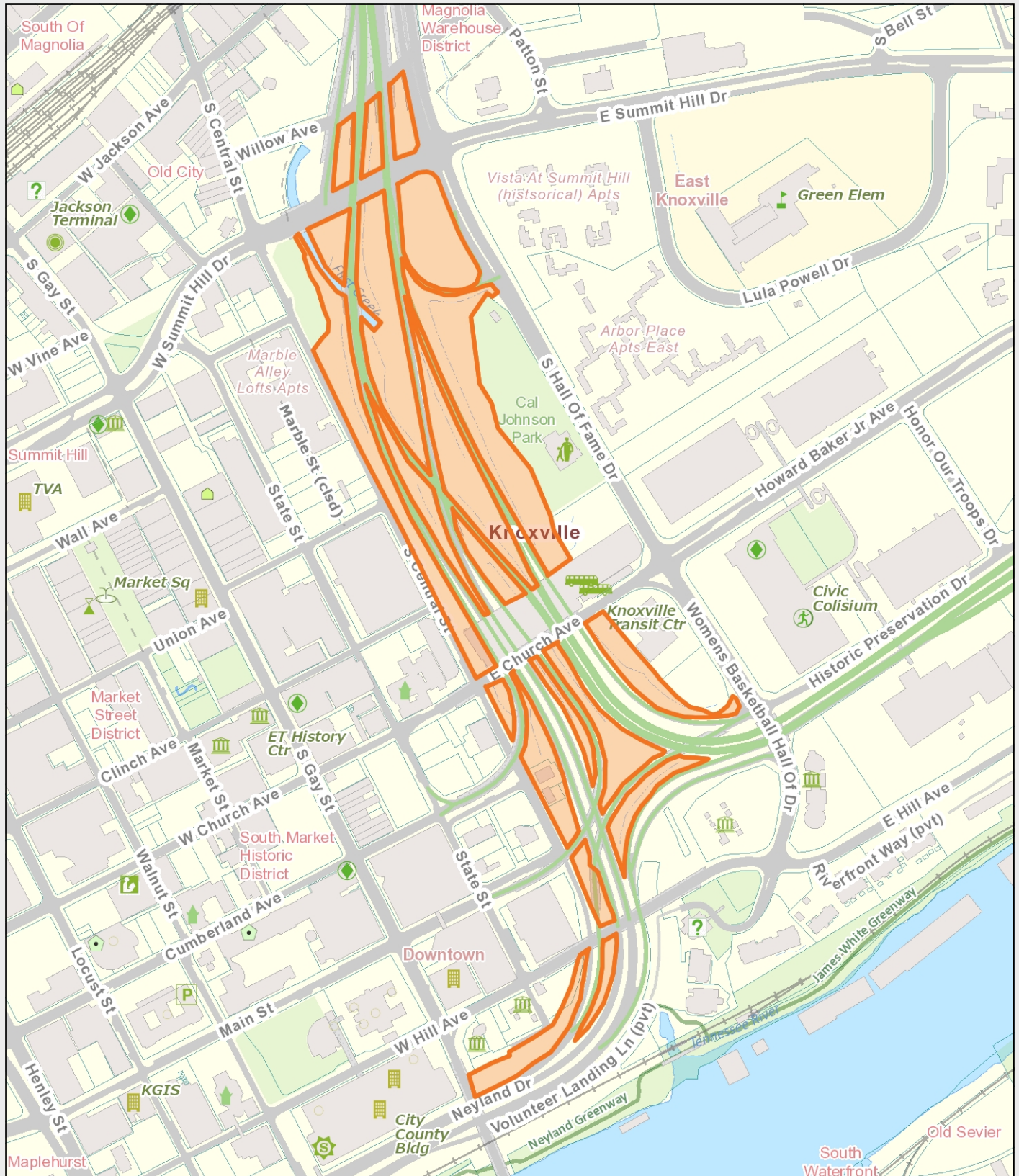
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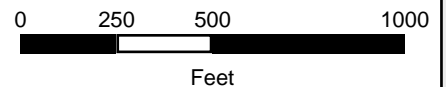
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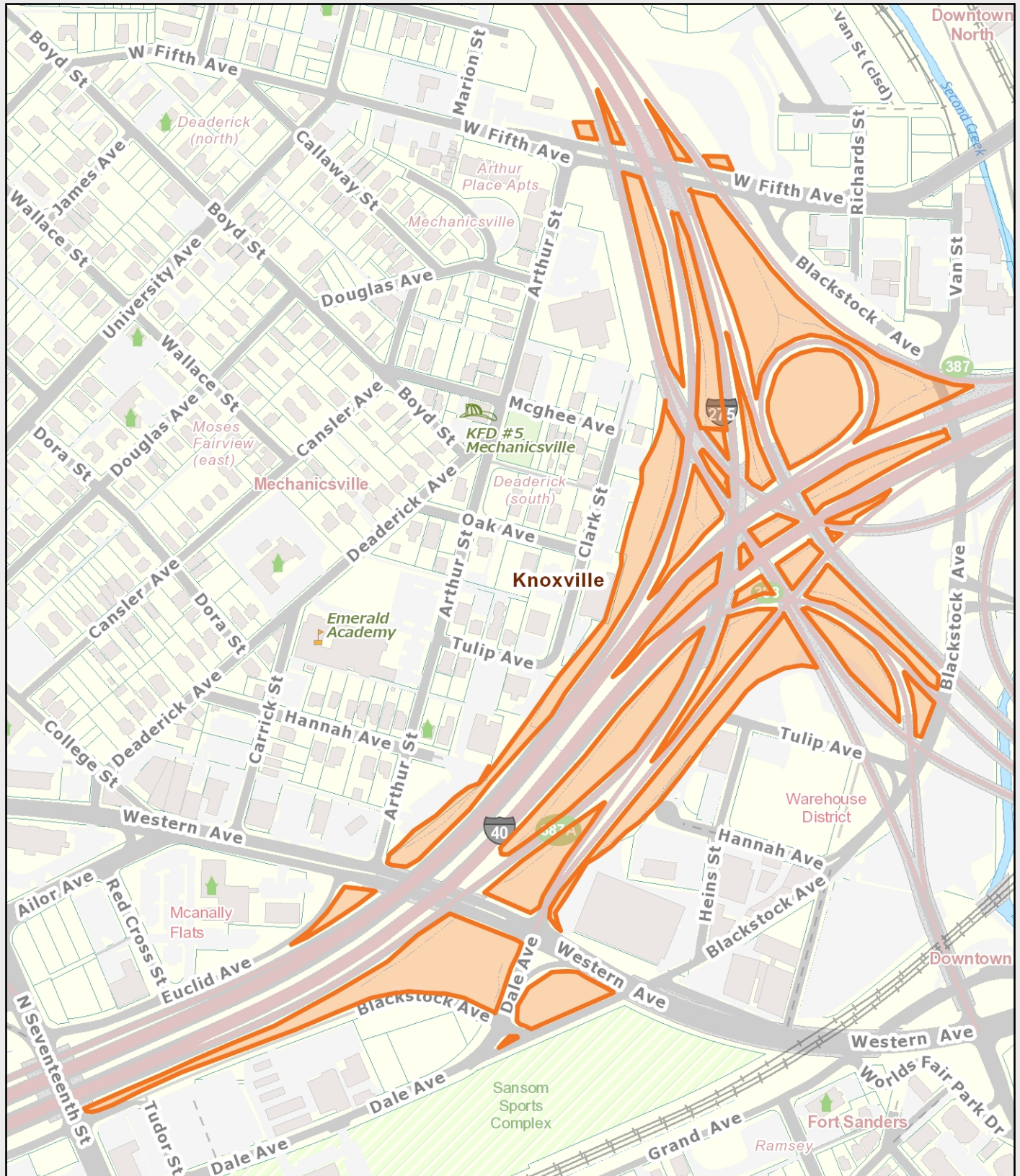
**TDOT 3**  
**JWP Downtown**  
 101



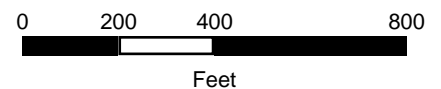
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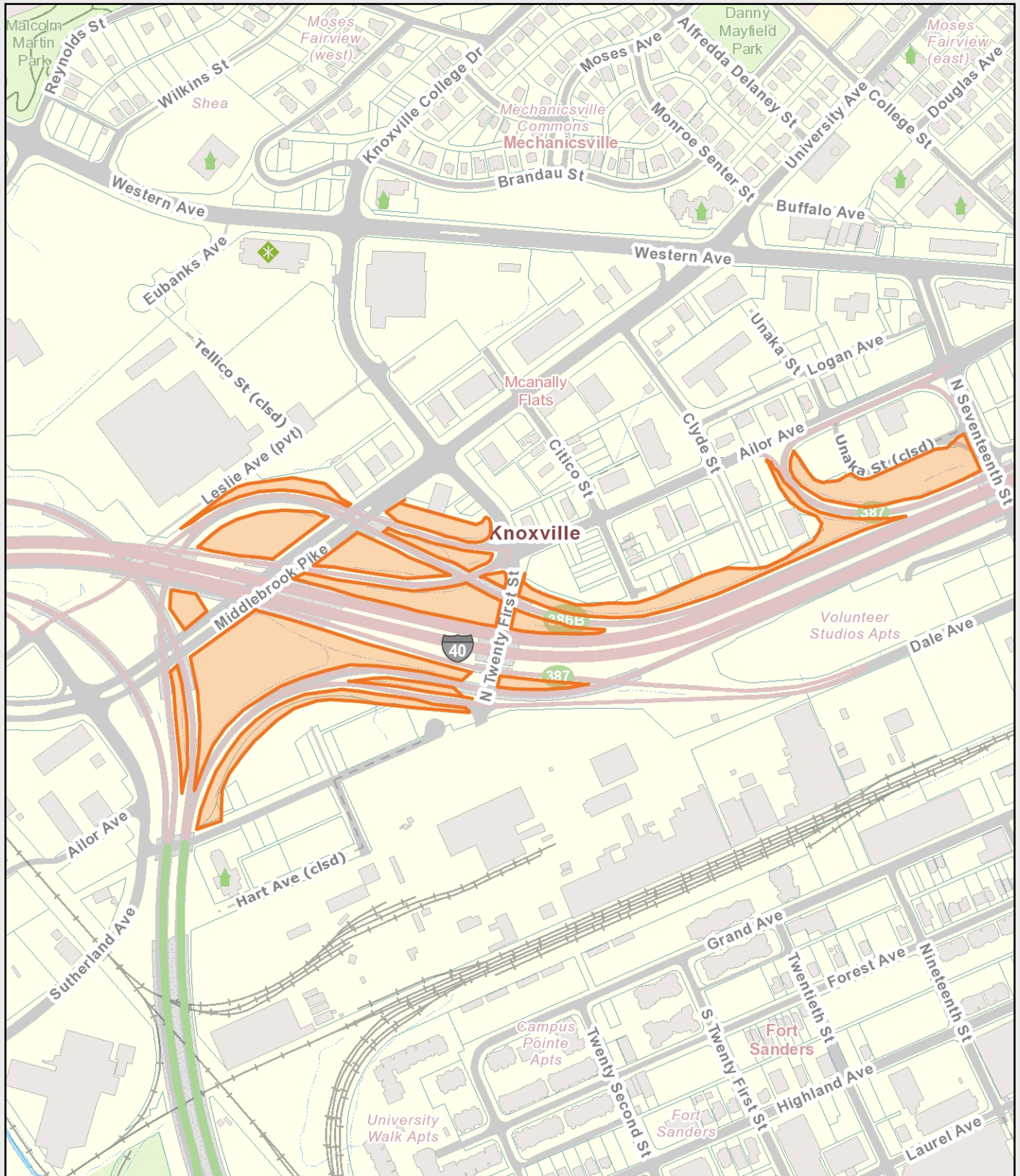
**TDOT 4 East**  
**TDOT I-40 and I-275 Interchange**  
 N Seventeenth St - Blackstock Ave



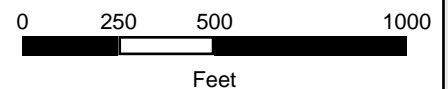
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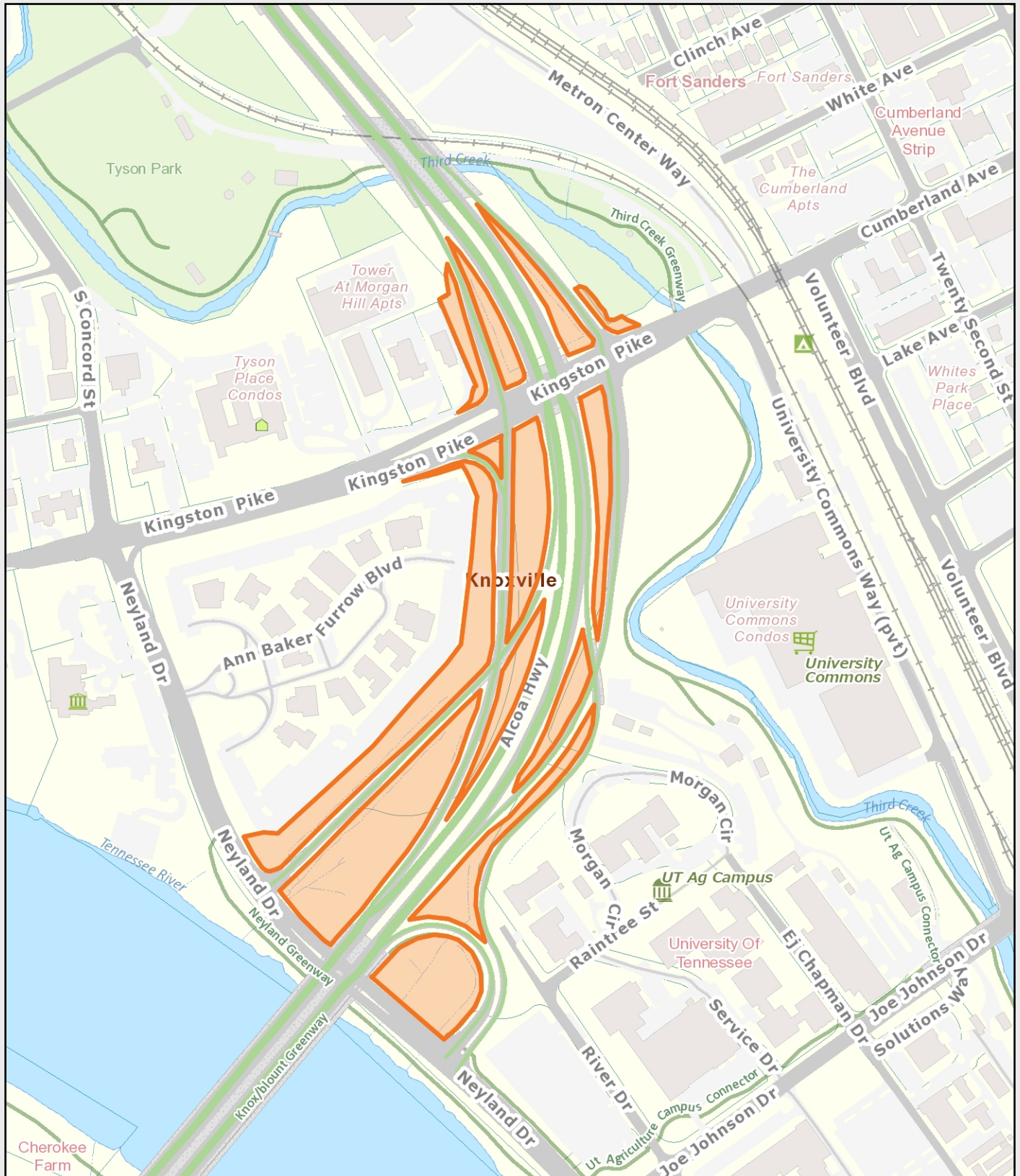
**TDOT 4 West**  
**TDOT I-40 and I-275 Interchange**  
 from 129 - N Seventeenth St



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TDOT 5

Alcoa Hwy from Neyland Dr to north of Kingston Pike

102

0 200 400 800

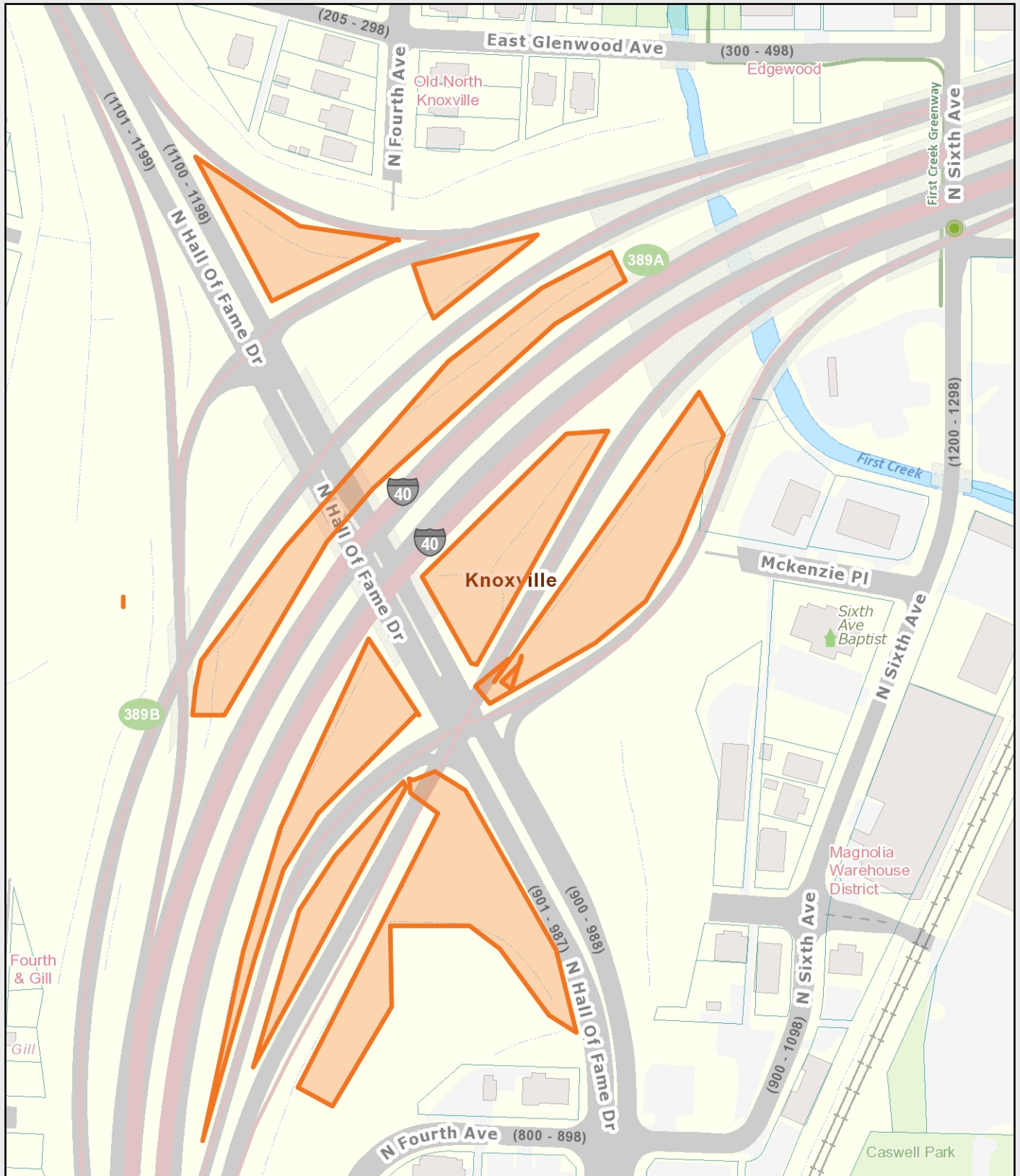


Feet

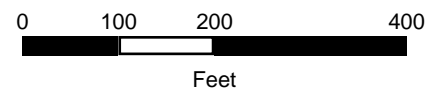
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**TDOT 6**  
**I-40 at Hall of Fame**  
 101



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