
INVITATION TO BID

Dumpster and Roll-off Hauling and Disposal

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 **March 31, 2022** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The City of Knoxville along with Knoxville's Community Development Corporation (KCDC) is requesting bids from responsible firms or teams to provide collection and disposal service to dumpsters and roll-offs in various locations around the city. Term of the contract shall be for three (3) years with two one-year optional renewals.

Proposers are advised that facilities may expand, shrink, or relocate as they are constructed, renovated, or demolished. The City is also seeking the potential expansion of glass drop off centers and may increase the number of roll-offs/locations as public demand dictates.

Bidders may choose to bid on providing services to the City of Knoxville, to KCDC, or to both. The City and KCDC reserves the right to award to the bidder that represents the best value to their agency. Each agency will negotiate terms, select an awardee and administer their contracts independently.

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

Topic: ITB - Dumpster and Roll-off Hauling and Disposal
Time: Mar 31, 2022 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89445746624?pwd=Wkdwa2E0RjZudHZzVmdmdUdvWXg4dz09>

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Passcode: 561338

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Background:

City of Knoxville:

The City of Knoxville has 52 locations around the city where City services use dumpsters for their trash and cardboard recycling collection system. Contractor shall collect and dispose of the garbage and recyclables from these facilities. The current landfill for garbage disposal is Meadowbranch Landfill located at 233 Co Rd 166, Athens, TN 37303 via the Waste Connections Transfer Station located at 1300 Prosser Rd, Knoxville, TN 37914.

Additionally, the City of Knoxville manages five (5) recycling drop-off centers located strategically around the city at north, south, east, west, and downtown locations for the public to drop off separated recyclables. The number of containers at each center ranges from six to nine, depending on usage. All containers are owned by the City of Knoxville. Contractor shall haul the containers to the Materials Recovery Facility (MRF), dump the contents, and return the containers to the original location at the drop-off center. The current MRF is WestRock, located at 1323 Proctor Street, Knoxville, TN 37921.

The City may request a temporary roll-off for collection and hauling of trash and/or recyclables for special events.

Knoxville's Community Development Corporation (KCDC)

KCDC, chartered by the State of Tennessee in 1936, is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes twenty sites with approximately 3,525 dwelling units where residents use dumpsters for their trash collection. KCDC will require the vendor to pay the landfill fee (for such waste as being disposed). The unit pricing is to be all inclusive. Additional fees will not be accepted.

Scope of Service:

City of Knoxville Dumpster and Roll-Off Service:

Contractor shall provide the collection and disposal of garbage and recycling from dumpsters located at 52 City facilities. Contractor shall agree to increase or decrease the number of dumpsters serviced as the season and facility use dictate. Contractor shall agree to communicate with City staff and adjust schedules accordingly to match the demand of the containers.

Contractor must have appropriate equipment to perform these duties; bid submissions must include an equipment listing and a per-service cost, including disposal fees. Note that recycle processing is NOT a part of this contract, and processing fees should not be included in the quoted cost. A per service cost includes emptying the dumpster and returning to its original location, securing any locks/gates/etc., and hauling the waste to the disposal site. Please see attached for the locations and approximate delivery schedule.

At the start of the contract and at the start of every month thereafter for the term of the Agreement, Contractor must work with the City's point of contact to agree upon on a pickup schedule for that month. Contractor must adhere to the designated pickup schedule; recurring failures to adhere to the agreed pickup schedule may be considered a material breach of the contract. If the pickup day is missed and overflow results, Contractor is responsible for picking up and discarding the overflow as well. In the event that Contractor experiences issues that obstruct the successful removal of waste, Contractor must notify the designated contact person at the City in order for the situation to be remedied. Missed pickups not reported by Contractor to the City will be subject to a \$50 liquidated damages assessment.

Contractor will bill each department separately by the 10th of the following month. Each charge must indicate the date, location, and cost.

Current dumpster locations, size and number of dumpsters at each location, and typical frequency of pick up are listed in this document. Recycling dumpsters that must be hauled to the MRF are also noted. Note that these locations, sizes, and pickup frequencies are subject to change.

City of Knoxville Roll-off Service for Recycling Drop-off Centers:

Most roll-off hauling will take place from recycling drop-off centers, with hauled contents taken to the MRF for dumping and roll-offs returned to the recycling center. See attached sheet for the location and number of roll-offs at the drop-off centers. On rare occasions, the City of Knoxville may utilize a roll-off for garbage collection and require the Contractor to haul that roll-off to the landfill.

Contractor must have appropriate equipment to perform these duties; bid submissions must include an equipment listing and a per-service cost, including disposal fees. Note that recycle processing is NOT a part of this contract, and processing fees should not be included in the quoted cost.

Contractor must be willing to increase or decrease the number of recycling drop-off centers to be serviced or the number of hauls per container as the recycling market dictates. Contractor must be willing to communicate with the drop-off center attendant and adjust schedules accordingly to match the demand of the containers.

If a recycling roll-off is deemed too contaminated to recycle, Contractor shall notify the City of Knoxville Solid Waste Manager by telephone (not email) that the contaminated recycling will be disposed of at the City of Knoxville Solid Waste Facility (SWF) located at 1033 Elm Street. If the SWF is closed or experiencing abnormally high volumes, Contractor must obtain prior approval before taking the contaminated waste to the landfill or transfer station.

Contractor shall provide the City with the weight tickets from the MRF by the 10th of each month, and shall submit an itemized bill to the City Waste and Resources Management Office by the 10th of each month showing location, haul, commodity, weight, date, and time. Any coding used on the bill must have a key.

Current roll-off locations, with size and number of roll-offs at each location, are listed at the back of this document. Note that these are subject to change.

Contract requirements applicable to both services:

Contractor must provide a valid point of contact (name, email, and telephone number) and a backup contact (name, email, and telephone number) to each City Department under this contract. If either point of contact changes, Contractor must notify each department within 10 days of the change.

Contractor must respond to missed pickups within 48 hours and will be responsible for cleaning up resulting overflow.

CITY OF KNOXVILLE DUMPSTERS

Location	Address	Size	Service Frequency	Ownership Of Dumpster
Traffic Signal Shop	1025 Elm St	(2) 8yd	1 X Week	Contractor
Fleet Management	1400 Loraine St	8yd	2 X Week	Contractor
Fleet Management*	1400 Loraine St	8yd OCC	1 X Week	Contractor
Fire Dept Stat #3	204 E Baxter Ave	8yd	1 X Week	Contractor
Fire Dept Stat #18	610 Weisgarber	8yd	1 X Week	Contractor
Fire Dept Stat # 9	1625 Highland Ave	8yd	1 X Week	Contractor

Fire Dept Headquart	600 Summit Hill Dr	8yd	1 X Week	Contractor
Fire Dept Training	1301 Prosser Rd	8yd	1 X Week	Contractor
Badgett Field	4901 Ball Camp Pk	8yd	1 X Month	Contractor
Cal Johnson Rec Ctr	507 Mulvaney	4yd	1 X Week	Contractor
Cecil Webb Rec Ctr	953 W Moody Ave	4yd	1 X Week	Contractor
Christenberry Rec Ctr	931 Oglewood	6yd	1 X Week	Contractor
Claude Walker Ballfld	2945 Wilson Ave	6yd	1 X Week	Contractor
Cumb Estates Rec	4529 Silver Hill Dr	6yd	1 X Week	Contractor
Deane Hill Rec Ctr	7400 Deane Hill Dr	8yd	2 X Week	Contractor
Ev Davidson Rec	3124 Wilson Ave	8yd	1 X Week	Contractor
Ed Cothr Pool	1800 Reynolds St	8yd	1 X Week	Contractor
Fifth Ave Parks	917-A 5th Ave	8yd	1 X Week	Contractor
Fountain City Rec	3701 Lundo Ave	6yd	1 X Week	Contractor
Fountain City Rec	3701 Lundo Ave	8yd	1 X Week	City Of Knoxville
Holston-Chilhowee	Asheville Hwy	8yd	1 X Week	Contractor
Inskip Pool	4204 Bruhin Rd	8yd	1 X Week	Contractor
Inskip Rec	301 Inskip Rd	4yd	1 X Month	Contractor
Inskip Rec	301 Inskip Rd	8yd	1 X Week	Contractor
Jt O'connor Sr Ctr	611 Winona	8yd	1 X Week	Contractor
Larry Cox Sr Ctr	3109 Ocee Trail	4yd	1 X Week	Contractor
Lonsdale Rec Ctr	2700 Stonewall Dr	8yd	1 X Week	Contractor
Maynard Glen	2100 Mcclung Ave	6yd	1 X Week	Contractor
Milton Roberts Jr	5900 Asheville Hwy	8yd	1 X Week	Contractor
Richard Leake Rec	3511 Alice Bell Rd	(2) 8yd	1 X Week	City Of Knoxville
Ridley Helton Ballpk	625 Jessamine St	8yd	2 X Week	Contractor
Rock Hill Ball Park	7633 Alki Ln	(2) 8yd	1 X Week	Contractor
South Knox Comm	522 Old Maryville Pk	6yd	1 X Week	Contractor
South Knox Comm	522 Old Maryville Pk	8yd	1 X Week	Contractor
Victor Ashe Park	7900 Franklin	4yd	1 X Week	Contractor
Williams Creek Golf	2351 Dandridge Ave	4yd	1 X Week	Contractor
Williams Creek Maint	Delrose Ave	4yd	1 X Week	Contractor
Whittle Springs Golf	3113 Valley View Dr	8yd	1 X Week	Contractor
Knoxville Arts & Fine	1127-B Broadway	6yd	1 X Week	Contractor
Lakeshore Park	6410 S Northshore	4yd	1 X Week	Contractor
Police Garage	3409 Vice Mayor Sharp Rd	(2) 8yd	3 X Week	Contractor
Fleet Maintenance	3407 Vice Mayor Jack Sharp Rd	4yd	On Call	Contractor
Public Service Dept	3209 Morris Ave.	6yd	1 X Week	Contractor
Public Service Dept	3131 Morris Ave	8yd	1 X Week	Contractor
Public Assembly Fac.	3301 Magnolia Ave	(6) 8yds	1 X Week	Contractor

Civic Coliseum	500 Howard Baker Dr	(4) 8yds	1 X Week	Contractor
Police Firing Range	633 Cement Plant Rd	8yd	1 X Week	Contractor
Av Tech Services	917 E 5th Ave	(2) 8yd	1 X Week	Contractor
Safety Building	800 Church Ave	8yd	3 X Week	Contractor
Safety Building*	800 Church Ave	8yd OCC	1 X Week	Contractor
Safety Education Unit	2422 Mineral Springs Rd	6yd	1 X Week	Contractor
Safety City	165 S Concord St	(2) 8yd	1 X Week	Contractor

*Denotes recycling dumpster that must be hauled to the MRF.

CITY OF KNOXVILLE ROLL-OFFS

Area of City	Name	Location	Estimated tonnage (2021)	# of containers
North	Goodwill at Pleasant Ridge	5412 Pleasant Ridge Road	407	6
South	Goodwill at Moody Avenue	225 W. Moody Avenue	399	6
East	Goodwill at Chilhowee Park	210 Alice Street	199	6
West	Goodwill at Cedar Bluff	341 Park Village Drive	1455	9
Downtown	Downtown Recycling Center	227 Willow Avenue	307	6

KCDC Dumpster Service:

Vendors shall furnish all labor, materials and equipment necessary to provide collection and disposal of solid waste from existing KCDC owned waste collection boxes. Additionally the vendor will supply leased collection boxes as KCDC leases a portion of its boxes. KCDC uses three types of boxes in relation to this contract: Eight (8) cubic yard, Six (6) cubic yard, and Four (4) cubic yard containers.

General Instructions: KCDC's General Instructions to Suppliers apply to KCDC's portion of this solicitation. These Instructions are located at www.kcdc.org. Click on "Procurement" and the link to the instructions. The supplier's submittal means acceptance of the terms and conditions identified in KCDC's "General Instructions to Suppliers." The following paragraphs in the General Instructions to Suppliers do not apply to this solicitation: 15, 16, 44a, 44c, 44d, 48, 57, 69.

Additions and/or Deletions to Service: KCDC may add or subtract weekly pick-ups or add or subtract collection boxes in accordance with unit rates indicated by the vendor on the response form. KCDC may add or delete sites as its needs change.

Blocked Access: Collection boxes which are inaccessible (because of parked cars, et cetera) shall be reported to the site office immediately and shall not be counted as an additional pickup charge unless site management cannot successfully remedy the situation.

Contingency Plan: Upon contract execution, the successful vendor will be required to provide a normal schedule of service to each site. The plan must include provisions for inclement weather, holiday, parking obstruction, emergencies and similar unforeseen circumstances as well as coordination with projected management where necessary.

Equipment Care and Quality of Service: The successful vendor will take proper precautions to insure that no damage happens to the KCDC collection boxes (container, doors, et cetera) during the collection process.

- a. The successful vendor will be required to clean up any spillage that may occur during the collection process.
- b. The successful vendor will re-place all dumpsters in exact location as specified by KCDC and in such a fashion as not to obstruct traffic.

Smoke Free Policy: KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. There is no smoking on KCDC's property including in personal or corporate vehicles on KCDC's property.

- a. "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- b. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
- c. Property means all buildings, parking lots, streets, structures and land owned by KCDC.
- d. KCDC's Procurement Division will notify the vendor about any reported violations of the no-smoking policy. Should there be recurrences, KCDC may ask the vendor to not send the employee to KCDC's property. Repeated offenses may result in forfeiture of your award.

Landfill Fee: KCDC will require the vendor to pay the landfill fee (for such waste as being disposed). The unit pricing is to be all inclusive. Additional fees will not be accepted.

Other Fees: The unit pricing submitted in this bid represents KCDC's total financial obligation for service. Any additional expenses shall be the responsibility of the vendor.

Payment Information Concerning Fluctuation of Numbers: If KCDC does not give a new count at any point during the contract the vendor is to proceed with using the last given count. Containers taken out of service will be removed or welded closed and so marked so drivers will know the status.

Sanitizing of Empty Containers: From March through November, except during freezing conditions, the vendor shall spray the interiors of the emptied containers with a sanitizing solution. This process, sometimes referred to as "mouthwash," is for the control of insects and odors. This is very important and KCDC monitors it. KCDC containers have an opening on the driver's side for the sanitizing process.

Schedule and Route: KCDC will require the vendor to pick up locations in a consistent manner. As long as the vendor picks up a location the same day and time (KCDC will permit a two-hour service window) it will be acceptable. The vendor may use multiple trucks to pick up KCDC locations.

Site Information: Vendors are encouraged to visit the collection sites as noted previously. Vendors are cautioned that the service areas are highly congested apartment complexes. While all service accesses are dedicated city streets, some streets have numerous turns and are narrow.

Time for Service: Preferably, the hours of service shall be during the morning and early afternoon hours. However, the service shall be limited to between 6:00 a.m. and 6:00 p.m. weekdays for normal service.

Service Frequency: If KCDC and the successful vendor agree, the particulars in the frequency chart that follows are changeable.

KCDC DUMPSTERS

Site	Address	Pickup Days	4 Yard Rented	4 Yard Owned	6 Yard Rented	6 Yard Owned	8 Yard Rented	8 Yard Owned
Autumn Landing	6331 Pleasant Ridge Rd	Wednesday					14	
Cagle	515 Renford Drive	Monday & Thursday	9	1				
Eastport 1	579 McConnell Street	Monday					1	
Eastport 2	579 McConnell Street	Monday					1	
Five Points 2	381 McConnell St.	Monday & Thursday					4	
Five Points 3	381 McConnell St.	Monday & Thursday					4	
Five Points 4	381 McConnell St.	Monday & Thursday					8	
First Creek	South Bell Street	Monday & Thursday					1	
Isabella Towers	1515 Isabella Circle	Monday & Thursday	7				2	
Lonsdale Homes	2020 Minnesota Ave.	Thursday					20	4
Love Towers	1171 Armstrong Ave.	Tuesday and Thursday			8		2	
Main Office	901 N. Broadway	Monday					1	
Montgomery Village	4530 Joe Lewis Road	Thursday					26	11
Natures Cove	2639 Bakertown Road	Monday					8	
Northgate Terrace	4301 Whittle Springs Rd	Every day except Sunday		4	1			
North Ridge Crossing	712 Breda Drive	Thursday					5	
Supportive Maintenance	1130 Cornelia Street	Tuesday and Thursday		1				
Valley Oaks	3504 Oak Branch Circle	Thursday					3	
Verandas	107 Flenniken Ave.	Thursday					1	
Vista	957 E. Hill Ave.			2			8	9
Western	3504 Oak Branch Circle	Monday & Thursday					40	
Sum			16	8	9		149	24
Total Dumpsters			206					
Total Rented			174					
Total Customer Owned			32					

CPI Price Adjustments (applies to City of Knoxville and KCDC agreements):

1. The fees which may be charged by the contractor for the subsequent two (2) years of the original term and any extension thereof shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers South Region All Items, 1982-84=100 and the Consumer Price Index for Urban Wage Earners and Clerical Workers South Urban Gasoline, 1982-84=100 (CWUR0300SETB01), published by the U. S. Department of Labor, Bureau of Labor Statistics, as follows:

a. Percentage of Rate Change Based on All Items: As of the last day of December of the first year of the contract and every year thereafter (the "Rate Modification Date"), the fee shall be increased for the ensuing yearly period which shall begin on the first day of January immediately following the Rate Modification Date. The adjustment to the fees charged in this paragraph shall be in the percentage amount equal to 80% of the All Items index. For the purposes of computing the adjustment fees charged in this paragraph, the increase shall be determined by comparing the amount shown on the All Items index for July 31st of the current year to that shown on July 31st of the previous year and, provided the index change is positive, the price adjusted upward on the Rate Modification Date for the period which runs from the first day of January each year to the 31st day of December of the succeeding year. However, no annual rate increase resulting from the use of this formula shall exceed 3.5% per year.

b. Percentage of Rate Change Based on Gasoline: As of the last day of December of the first year of the contract and every year thereafter (the "Rate Modification Date"), the fee shall be increased or decreased for the ensuing yearly period which shall begin on the first day of January immediately following the Rate Modification Date. The adjustment to the fees charged in this paragraph shall be in the percentage amount equal to 20% of the Gasoline index. For the purposes of computing the adjustment fees charged in this paragraph, the increase or decrease shall be determined by comparing the amount shown on the Gasoline index for July 31st of the current year to that shown on July 31st of the previous year and, provided the index change is positive, the price adjusted upward or downward on the Rate Modification Date for the period which runs from the first day of January each year to the 31st day of December of the succeeding year.

Requests for price adjustments must be submitted by the Contractor no later than December 1st each year in which an increase may be allowed. All requests must be submitted in writing and directed to the City of Knoxville Contract Manager and the KCDC Procurement Director. Failure to make a written request within deadline may result in rejection of the request.

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. [Non-Collusion Affidavit](#)
3. [Drug Free Workplace Affidavit](#)
4. [Iran Divestment Act Certification of Non-Inclusion](#)
5. [Diversity Business Enterprise \(DBE\) Program form](#)
6. [Subcontractor/Consultant Statement](#)
7. [HUD Form 5369A](#) (Required only on KCDC's portion of this solicitation)

Instructions and Conditions:

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until **March 31, 2022**, 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 and KCDC 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 and KCDC, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City and KCDC.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville or KCDC 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 proposer from this procurement transaction.
5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Dumpster and Roll-off Hauling and Disposal."
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.

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

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

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on **March 31, 2022**. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "ITB - Dumpster and Roll-off Hauling and Disposal", 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- Dumpster and Roll-off Hauling and Disposal.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. 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.
11. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
12. 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.
13. **Bid submissions from un-registered bidders may be rejected.**
14. Payment for completed services delivered to and accepted by the City and KCDC shall be at the contract price.
15. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
16. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
17. 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.
18. 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.
19. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.

20. The City's and KCDC's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
21. 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.
22. 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 or KCDC will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
23. 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 and KCDC reserves the right to review all compliance records by a contract compliance officer designated by the City.
24. 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 **James McKeehan, Assistant Purchasing Agent** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to jmckeehan@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.
25. 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.
26. 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.
27. The City and KCDC 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 Division specifying such failure.

28. If the contract is terminated in whole or in part for default, the City and KCDC may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
29. 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 and KCDC.
30. The rights and remedies of the City and KCDC 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.
31. Before a contract will be signed by the City or KCDC, the submitting entity, if selected, **must** provide the City Purchasing Division and KCDC 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 and KCDC 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, KCDC and the Vendor from the Agreement shall lie in Knox County, Tennessee.
32. 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.
33. **City of Knoxville Insurance Requirements:** 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 and KCDC. 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 City of Knoxville 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.

34. **KCDC Insurance Requirements:** The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages. See paragraph "e" for exact naming of certificate holder and additional insureds (Owner Entities).

The Supplier agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. **Commercial General Liability Insurance:** occurrence version general liability insurance including contractual liability with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes the Owner Entities as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

Additional Insureds:

Owner Entities are defined as those entities listed below and shall be provided all insurance coverages, limits, and endorsements included herein including additional insured status. Provided Supplier's insurer(s) permits, the entities listed below can be identified collectively as "**Owner Entities**":

- KCDC, its officials, officers, employees, and volunteers
- Eastport Development, LP
- Five Points 1 LP
- Five Points 2 LP
- Five Points 3 LP
- Five Points 4 LP
- Bell Street LP
- Bell Street 3 LP
- Lonsdale, LP
- North Ridge Crossing, LP
- Vista at Summit Hill, LP
- Montgomery Village Corporation
- Cagle Terrace Corporation

*(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to **all Owner Entities**.)*

- f. **Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- g. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

Certificate Holder	KCDC 901 N Broadway Knoxville, TN 37917
Additional Insureds (Owner Entities) <i>(can be identified collectively as Owner Entities)</i>	KCDC, its officials, officers, employees, and volunteers Knoxville's Housing Development Corporation (KHDC) Eastport Development, LP Five Points 1 LP Five Points 2 LP Five Points 3 LP Five Points 4 LP Bell Street LP Bell Street 3 LP Lonsdale, LP North Ridge Crossing, LP Vista at Summit Hill, LP Montgomery Village Corporation Cagle Terrace Corporation
GL (Supplier & Subcontractors)	\$1M / \$2M (including contractual liability)

Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	Statutory limits
30-day cancellation (Supplier & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Supplier & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Supplier & Subcontractors)	Required – must indicate on COI

(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to all Owner Entities.)

35. 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.

Submission Forms



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 "Dumpster and Roll-off Hauling and Disposal" to open on **March 31, 2022**, at 11:00:00 a.m. and the other Contract Documents and addenda, we hereby propose to provide the services as described herein for the following sum:

City of Knoxville

DUMPSTERS

Size	Pickups Per Year In 2021	Cost Per Pickup
8 Yd Leased	2,873	\$
8 Yd City-Owned	156	\$
6 Yd Leased	468	\$
6 Yd City-Owned	0	\$
4 Yd Leased	377	\$
4 Yd City-Owned	0	\$
Trash Roll-Off	Upon Request	\$

ROLL-OFFS

Area of City	Estimated Tonnage (2021)	# of Containers	Price Per Haul
North	407	6	\$
South	399	6	\$
East	199	6	\$
West	1,455	9	\$
Downtown	307	6	\$

Knoxville's Community Development Corporation (KCDC)

DUMPSTERS

Size	Cost Per Pickup
8 Yd Leased	\$
8 Yd KCDC-Owned	\$
6 Yd Leased	\$
6 Yd KCDC-Owned	\$
4 Yd Leased	\$
4 Yd KCDC-Owned	\$
Trash Roll-Off	\$

Continued On Next Page

Bid Form Continued

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

Date _____

(Title)

Email _____

Phone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

1. He/She is the _____ of _____, the firm that has submitted the attached Bid;
2. He/She 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 _____, 20__.

NOTARY PUBLIC

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 _____, 20_____.

Title _____

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_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Diversity Business Enterprise Program (DBE) Program

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2021 goal is to conduct 5.35% of its business with minority owned businesses, 9.5% of its business with women-owned businesses, and 38.4% 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: _____

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

insert
full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities," and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
 - (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____