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**INVITATION TO BID**

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**For the Sale, Collection, and Recycling of Scrap Metal**

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 **November 3, 2021** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for the sale, collection, and recycling of scrap metal.

[The bid opening may be viewed virtually on Zoom through this link:](#)

Topic: ITB - Sale, Collection, and Recycling of Scrap Metal  
Time: Nov 3, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84266422102?pwd=YStud3Q2dy9YMk5uV0pqWGIQeElsQT09>

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**Scope of Work:**

The City of Knoxville Public Service Department is seeking bids from responsible firms or teams to provide containers, collect, haul off, and sell for recycling or process/recover for recycling, scrap metal collected from various City of Knoxville facilities. In return for providing the contractor these metals for resale, the City is seeking monetary payment. The successful bidder will be required to provide containers (dumpsters/roll offs/luggers, etc.) at each site for use in the collection of the material and provide any and all supervision, labor, equipment, fuel and hardware that may be necessary to pick-up, haul off, transport, recycle and market the materials as specified in an environmentally safe manner; and provide reports as specified.

Anticipated contract start date is December 15, 2021.

Contract shall be for a period of one (1) year, with option to extend for four (4) additional years, one (1) year at a time, for a total of five (5) years, by mutual agreement of both parties.

## Specifications:

1. **Overview & Intent.** The City of Knoxville is seeking bids from responsible firms or teams to provide containers, collect, haul off, and sell for recycling or process/recover for recycling scrap metal collected at various City of Knoxville facilities. The successful bidder will be the one who meets all requirements and specifications in this Invitation to Bid (ITB) and offers the City the best value. The City's intent is to ensure the efficient, healthful, and aesthetic operation of collection of scrap metals from various City of Knoxville facilities as described herein and to gain the most value for the materials collected.
2. **Background.** The City of Knoxville through its various operations produces marketable scrap metal (various grades) at a number of different locations. Please see Table 1 below for locations and 2020 tonnage collected from City of Knoxville scrap metal collection areas:  
NOTE: There may be special projects that require additional containers at other City of Knoxville locations or more frequent direct drop offs at the Contractor Facility.

TABLE 1: 2020 Tonnage from City of Knoxville Facilities.

Site Name	Address in Knoxville, TN	2020 tonnage
Solid Waste Facility (Transfer Station)	1033 Elm Street	478
Engineering Department Signal and Sign Shops	1025 Elm Street	35
Fleet Services Garage	1400 Loraine Street	29
Public Service Warehouse	1400 Loraine Street	40
Fleet Services Police Garage	3407 Vice Mayor Jack Sharp Road	18
KAT Bus Garage	1135 Magnolia Avenue	18

3. **Scope of Service.** The successful bidder shall supply a means for collection (dumpsters/roll offs/loggers, etc), pick-up white goods and scrap metals located at various city facilities and accept white goods and scrap metals delivered to its facility by or on behalf of the City, process them in an environmentally sound manner, and pay the City for these materials as described in Section 6, and as stated in the price schedule listed on the bid form.

The successful bidder is solely responsible for providing a means for collection at each site (box size varies depending on location), transporting, sorting, and selling or processing for recycling (in a timely manner) all scrap metal collected from the City's collection points. Moreover, the successful bidder is solely responsible for the storing and disposing of all materials in the event he/she is unable to sell/recycle the scrap metal in a timely manner. All scrap metals should be processed or sent for processing to be marketed as recyclables and guaranteed to be returned through commerce for reuse. Land filling or incineration of non-contaminated collected recyclables is not permitted under this contract. Any costs incurred for the disposal of non-recyclables or residuals will be the responsibility of the contractor.

- A. **QUANTITIES:** The City makes no guarantees as to the volume or weight of white goods or scrap metal to be picked-up and/or delivered to the Contractor during the term of this contract.

- B. PICK-UP REQUIREMENTS:** The successful bidder shall be available to haul Scrap Metal Monday thru Friday in a prompt and timely fashion. This shall be done at the discretion of the City, either on a regular schedule and/or on an on-call basis. Once calls are placed to dispatch, the container should be picked up within 48 hours (excluding weekends—unless in response to an emergency call). The successful bidder shall also be available on-call to deliver containers and haul scrap metal, after hours and on weekends, as necessary and if required, to meet the needs of the City of Knoxville for emergency clean-up.
- C. FUEL:** The City will not consider allowing for an annual increase to compensate for increases in the cost of fuel. The contractor should factor potential fuel increases into his/her bid.
- D. SURCHARGES AND OTHER MISCELLANEOUS FEES:** The Contractor shall not add additional surcharges, freight charges, or other miscellaneous fees to any invoice of offset fuel prices, fluctuating scrap metal prices, or other unexpected costs. All Charges shall be included in the percentage of the index per ton price of the American Metal Index retained by bidder as profit and overhead for each type of metal listed on the bid form. Bidder is advised to factor all charges into his/her bid.
- E. REPORTING.** The contractor shall submit quarterly recycling reports to the City of Knoxville's Department of Public Service; Waste and Resources Management; P.O. Box 1631; Knoxville, TN 37901, which include the following information, clearly identified by name rather than by coding system:
1. Inventory of all contractor containers on City of Knoxville property;
  2. Net Tonnages of all scrap metal by category recovered from each of the collection points;
  3. Net Tonnages of all non-mixed metal by category recovered from each of the collection points and/or delivered to contractor's facility on behalf of the City.
  4. Market prices for processed recyclable materials sold to purchasers by category such as aluminum or ferrous metals, etc.
  5. Total monthly/daily price paid to the City for metals recovered from each of the collection points and/or delivered to contractor's facility on behalf of the City.
- F. RECORD KEEPING:**
1. The Contractor shall weigh all incoming materials from City of Knoxville operations on state-certified scales. Copies of the tickets and scale weight summaries, along with payment for the materials, shall be supplied to the supplying department monthly, by the 10th of the following month. Only one (1) report would be submitted every month. This report should be available in Excel-compatible format, with columns clearly labeled, the origin of the material accurately and clearly described, and if any coding system is used, a key to that coding must be provide with each report.
  2. The successful bidder shall provide proof of scale certification on the City of Knoxville Contract Manager prior to contract execution and on the contract anniversary date for every year of the contract thereafter.
  3. When City vehicles deliver white goods/mixed scrap metal and/or non-mixed metals to the Contractor's facility, Contractor shall provide each driver with a numbered weight ticket for each load delivered at the time of delivery and promptly unload the white goods and scrap metals from the City vehicles. These materials will become the property of the Contractor at the time the material is removed from the Service Dept vehicle.
  4. When materials are picked up at a City facility the Contractor shall provide a numbered pick-up ticket acknowledging receipt of the load, weigh in upon return to the Contractor facility, and provide a weight ticket back to the City corresponding with the pick-up ticket.
- G. PAYMENT TO THE CITY:**
1. The Contractor shall pay in full for the gross pounds delivered during the previous month within ten (10) days of the first of the month. The contractor should issue one (1) payment

per month to the appropriate department. The payment shall be calculated as provided for in Section 6 and as state on the bid form

2. All checks shall be made payable to the "City of Knoxville" and shall be sent to the department and/or departments disposing of the scrap metal. Each department will be paid separately. A list of employees to whom checks should be directed for each department will be provided to the successful bidder. The Contractor shall include with this payment the following items. Failure to provide the following items with the monthly payment will result in the City invoicing the Contractor for all expenses incurred to obtain the pricing information.
    - i. A copy of the page(s) from the previous month's first edition of the AMM that contains the market index to be used that month and/or day, as specified in Section 6, Pricing.
    - ii. Copies of weight tickets and scale weight summaries for white goods and mixed scrap metals picked up from City facilities and/or delivered to the Contractor's facility during the previous month.
    - iii. Copies of weight tickets and scale weight summaries for non-mixed scrap metals picked up from City facilities and/or delivered to the Contractor's facility during the previous month.
- H. EQUIPMENT:** The successful bidder shall provide a list of equipment to be used in hauling scrap metals for the City. The list shall include, but not be limited to, a description of all vehicles and containers, including age and condition.
- I. INSPECTION:** The City reserves the right to visit and inspect collection sites and equipment to ensure the potential contractor can fulfill his/her contractual obligations properly both before and during the execution of the contract (if selected).
- J. QUALIFICATIONS:** Bidders must furnish satisfactory evidence to the City that they have operated or are presently operating a collection and or processing businesses of the type and size described in this document and that they have successfully done so under all conditions prevailing in the Knoxville, Tennessee area. The successful bidder will have performed this type service for a minimum of three years. If a bidder has not operated such a system, then bidder must show proof that bidder has had sufficient experience in comparable fields or employ qualified personnel enabling them to comply with the requirements of these specifications. No contract will be awarded to any bidder who has an unsatisfactory performance record, inadequate experience or who lacks the necessary organization and equipment to conduct and complete the services in strict accordance with these specifications.
- K. CONTAINERS:** The successful proposer shall provide containers to each location for the estimated tonnage as listed in Table 1. The City reserves the right to add or subtract collection points to the contract and to request temporary service at any location within the City limits of Knoxville, TN, as deemed necessary. Containers of the size and type necessary for collection at any and all sites are to be supplied at no additional charge to the City. The number and size of containers required may be increased or decreased based on the needs of the department.

The number and type of containers currently being utilized at each facility are as follows:

- Solid Waste Facility (Transfer Station) at 1033 Elm Street:  
Two (2) 40-yard roll-offs and one (1) 10-yard lugger
- Engineering Department Signal/Sign Shop at 1025 Elm Street:  
Two (2) 10-yard luggers
- Fleet Services Garage at 1400 Loraine Street:  
One (1) 30-yard roll-off

- Public Service Warehouse at 1400 Loraine Street:  
One (1) 10-yard lugger
- Fleet Services Police Garage at 3407 Vice Mayor Jack Sharp Road:  
One (1) 30-yard roll-off
- KAT Bus Garage at 1135 Magnolia Avenue:  
One (1) 10-yard lugger

**L. CONTACT INFORMATION:** The contractor must supply three (3) working telephone numbers; one for the metal yard, one for dispatch, and one for accounting. If those numbers are no longer valid the contractor must notify the Waste and Resources Management Office and supply new phone numbers.

**M. LOCATION:** The City prefers contractor delivery sites within 40 miles or less of the Transfer Station located at 1033 Elm St, Knoxville, TN. Contractor's delivery sites may be a consideration in award of bid. Provide physical address of Contractor's storefront/sites where deliveries are to be made.

**4. Additional Specifications:** The Contractor shall provide the necessary labor and equipment to transport, process, recycle and market the white goods and scrap metals picked up from the various City facilities, or delivered by the City to Contractor's facility, as stated in the specifications, in full accordance with all applicable federal, state, and local regulations.

**5. Definitions:** The City of Knoxville defines acceptable scrap metal as discarded items constructed of metal, including, but not be limited to, used bicycles, lawn mowers or mower decks, vehicle exhaust pipes, vehicle parts, scrap steel, scrap aluminum, wheel rims, and copper tubing or wire, gas grills, extruded structural beams, and other miscellaneous items. White goods are defined as inoperative and/or discarded appliances, such as refrigerators, freezers, washers, dryers, water heaters, and similar domestic and commercial appliances.

The City of Knoxville defines acceptable NON-MIXED scrap metal as discarded and/or surplus items constructed of metal such as, copper tubing, aluminum benches, steel filing cabinets, steel shelving, etc. that is not mixed with other materials and that will normally be picked up and/or delivered in large quantities.

**6. Reservations:** This contract shall in no-way be interpreted as limiting the City to the sale of scrap metals to one source.

The City reserves the right to sell such items and request such services as may be required during the said period at the contract price, and it also reserves the right not to sell any item(s) bid upon by the bidder, to the bidder, based on contract pricing, if it is determined that by obtaining open market bids from various sources and/or placing the items on auction, that the City would achieve a greater amount of return.

**7. Pricing:**

APPLICABLE PUBLICATIONS

American Metal Market (AMM) daily trade journal published by American Metal Market, LLC

A. The contractor shall pay the City for each ton, or portion thereof, of white goods and scrap metal picked up by the contractor and/or delivered by the City to the Contractor's facility on a price per pound basis. Such payment shall be calculated using a percentage, as bid by the Contractor in Section 1, Price Schedule, of the monthly market index or daily index whichever is applicable for that particular commodity.

- B. The **monthly** market index shall be the price per ton (See clarification, Section F) for "**Birmingham**" listed under "**Scrap Iron and Steel Prices**" as Used #1 Heavy Melting Steel as published in the American Metal Market (AMM) in the first edition of each month. This monthly market index shall apply to all **white goods** and **mixed scrap metal** picked-up by the contractor and/or delivered by the City during that month.
  - C. The daily market index for **NON-MIXED** steel shall be the price per ton (See clarification, Section F) for "**Birmingham**" listed under "**Scrap Iron and Steel Prices**" for **USED Non-Mixed Heavy Melting Steel** as published in the American Metal Market (AMM) at 12:00 noon on the day of pick-up.
  - D. The **daily** market index for **NON-MIXED** metals such as aluminum, copper, brass etc. shall be the price per ton (See clarification, Section F) for "**Atlanta, GA for that specific commodity - USED**" as published in the American Metal Market (AMM) at 12:00 noon on the day of pick-up.
  - E. The Contractor must provide to the City, with its monthly payment, a copy of the page(s) from the AMM that contain(s) the price information referenced above for mixed and non-mixed metals. Failure to provide the documented pricing information with the monthly payment will result in the City invoicing the Contractor for all expenses incurred to obtain the pricing information.
  - F. Because the AMM uses the industry standard of a long ton (2,240 pounds), the City recognizes this and accepts the standard of a long ton (2,240 pounds = 1 ton) for the basis of payment per pound.
- 8. Familiarity with Laws:** The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances, the federal regulations regarding recycling and emissions reduction of class I and class II refrigerants (see 40 CFD82, Subpart F and any additional state or local regulations addressing the management of refrigerants). Ignorance on the part of the Bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 9. Price-Related Factors:** The Contractor shall pay the City for each ton, or portion thereof, of white goods, scrap metal and non-mixed metal picked-up from various City facilities and/or delivered to the Contractor's facility on behalf of the City. Payment for white goods, mixed scrap metal and non-mixed steel shall be based on a percentage, as bid by the Contractor and noted below, of the published price per ton for "Birmingham Used #1 Heavy Melting Steel" listed under "Scrap Iron and Steel Prices" in the American Metal Market (AMM) daily newspaper, published by the American Metal Market, LLC for (See Section 6 for additional details). The City recognizes that AMM uses the industry standard of a long ton (2,240 pounds). The City wishes to be paid on a per pound basis. This should be determined by dividing the price per long ton by 2,240. The payment would be the agreed upon percentage of the determined per pound price.
- 10. Optional Sales:** The Contractor shall pay the City for each ton, or portion thereof, of NON-MIXED scrap metal picked-up from various City facilities and/or delivered to the Contractor's facility on behalf of the City. Payment shall be based on a percentage, as bid by the Contractor and noted below, of the daily published price per ton for "Atlanta for that particular metal" in the American Metal Market (AMM) daily newspaper, published by the American Metal Market, LLC (See Section 6 for additional details) with the exception of non-mixed steel which shall be based on the daily published price per ton for Birmingham as stated in Section 6. The City recognizes that AMM uses the industry standard of a long ton (2,240 pounds). The City wishes to be paid on a per pound basis. This should be determined by dividing the price per long ton by 2,240. The payment would be the agreed upon percentage of the determined per pound price.

## 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](#)

## 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 November 3, 2021, 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 reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit 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 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.
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: "ITB - For the Sale, Collection, and Recycling of Scrap Metal."
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](http://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 November 3, 2021. To submit electronic file: Visit the procurement website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids) Click "ITB - For the Sale, Collection, and Recycling of Scrap Metal", 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- For the Sale, Collection, and Recycling of Scrap Metal.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](http://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 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. Bids will be evaluated by unit price as well as the qualifications of the submitting firm.



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. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
21. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
22. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
23. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **James McKeegan, Assistant Purchasing Agent** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to [jmckeehan@knoxvilletn.gov](mailto: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](http://www.knoxvilletn.gov/bids). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
24. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
25. 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 Division 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. 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.
32. 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.

33. 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 "For the Sale, Collection, and Recycling of Scrap Metal" to open on November 3, 2021, 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:

Scrap Metal Purchase Price Based on the American Metal Market Index for Birmingham, Alabama				
	American Metal Market Index for Birmingham, Alabama	Percent of \$ per ton, of the American Metal Index reserved as profit for Bidder and any & all overhead charges including but not limited to labor, equipment, fuel, marketing services and any other misc costs associated with the performance of this contract.	Percent of \$ per ton, of the American Metal Index to be paid to the City in return for the metals specified.	Total Percentage to = 100% of the American Metal Market Index Per Ton, Per Pound Price
	(\$ per ton)	(% per ton)	(% Per ton)	(% Per ton)
<b>Description:</b>				
<b>Mixed Scrap metal &amp; White Goods</b>	- Used #1 Heavy Melting Steel Based on first edition of each month.			

Using first edition published rate for October 2021 as an example, please calculate the per pound price based on the American Metal Market Index for Birmingham, Alabama for Used #1 Heavy Melting Steel, deduct the amount bidder retains for profit and state amount of return for City. **BIDDER MUST INCLUDE A COPY OF THE AMM INDEX WITH BID.**

Index Per Ton Price	Price Per Pound	Amount retained by Bidder as Profit	Amount per pound to be paid to the City
_____ Divided by 2,240= _____ (minus) _____ (equals) _____			

**OPTIONAL SALE**

**NON-MIXED metal Purchase Price Based on the American Metal Market Index for Birmingham, Alabama (STEEL ONLY)**

NON-MIXED SCRAP METAL	Daily American Metal Market Index for Birmingham, Alabama	Percent of \$ per ton, of the American Metal Index reserved as profit for Bidder and any & all overhead charges including but no limited to labor, equipment, fuel, marketing services and any other misc costs associated with the performance of this contract.	Percent of \$ per ton, of the American Metal Index to be paid to the City in return for the metals specified.	Total Percentage to = 100% of the American Metal Index Per Ton
	(\$ per ton)	(% per ton)	(% per ton)	(% per ton)
<b>STEEL</b>	Used NON-MIXED STEEL Based on price for this commodity at 12:00 noon on day of pick-up at City owned facility and/or delivered to contractor's storefront/site.			

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<b>OPTIONAL SALE</b>				
<b>NON-MIXED metal Purchase Price Based on the American Metal Market Index for Atlanta, Georgia</b>				
NON-MIXED SCRAP METAL	Daily American Metal Market Index for Atlanta, Georgia	Percent of \$ per ton, of the American Metal Index reserved as profit for Bidder and any & all overhead charges including but not limited to labor, equipment, fuel, marketing services and any other misc costs associated with the performance of this contract.	Percent of \$ per ton, of the American Metal Index to be paid to the City in return for the metals specified.	Total Percentage to = 100% of the American Metal Index Per Ton
	(\$ per ton)	(% per ton)	(% per ton)	(% per ton)
Description:				
<b>ALUMINUM</b>	Used NON-MIXED ALUMINUM Based on price for this commodity at 12:00 noon on day of pick-up at City owned facility and/or delivered to contractor's storefront/site.			
<b>COPPER</b>	Used NON-MIXED COPPER Based on price for this commodity at 12:00 noon on day of pick-up at City owned facility or delivered to contractor's storefront/site.			
<b>Brass</b>	Used NON-MIXED BRASS Based on price for this commodity at 12:00 noon on day of pick-up at City owned facility and/or delivered to contractor's storefront/site.			

**CONTRACTOR'S DELIVERY SITE/LOCATION:**

The City prefers contractor delivery sites to be within 40 miles or less of the Transfer Station located at 1033 Elm Street, Knoxville, TN. Contractor's delivery sites may be a consideration in award of bid.

Provide physical address of Contractor's storefront/sites where deliveries are to be made.

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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

<b>Diversity Business Enterprise Utilization</b>			
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: \_\_\_\_\_