

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS

Fleet Fuel Card Services

**Proposals to be Received by 11:00:00 a.m., Eastern Time
August 15, 2018**

Submit Proposals to:
City of Knoxville
Office of Purchasing Agent
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

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City of Knoxville
Request for Proposals
Fleet Fuel Card Services

I. Statement of Intent

The City of Knoxville is requesting proposals from responsible firms or teams to provide all necessary labor, equipment, materials, and support for fuel card services for the City of Knoxville Fleet Department. Contract shall be for one (1) year with two (2) optional one-year renewals at the same terms and conditions, upon mutual consent of both the City and the Contractor.

II. RFP Time Line

Availability of RFP July 25, 2018

Deadline for questions to be submitted in writing to the
Procurement Specialist August 8, 2018

Proposals Due Date August 15, 2018

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

The City furnishes on-site fueling for the majority of the City's fueling needs. However, it does not provide premium fuel for the City's motorcycles. Many other City vehicles (such as emergency and law enforcement) must have the capability of fueling locally in addition to the City's on-site fueling stations. Moreover, those City vehicles that must travel away from the City's on-site fueling stations must be able to acquire fuel from major fuel providers, often times out of state. The City therefore seeks to enter into a contractual agreement with an established Vendor to obtain fuel card services that will provide universal fuel cards for employee use, as well as fuel system management software. Fleet Services oversees these fuel cards. During FY 2016/2017, approximately 3900 gallons of regular unleaded, 2200 gallons of premium unleaded, and 23,000 gallons of diesel fuel, totaling close to \$53,000, were purchased at multiple fuel sites locally and nationally using approximately 80 current off-site fuel cards.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide a Fleet Fuel Card Services for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety

before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Procurement Specialist, Julie Smith Maxwell, by the close of the business day on August 8, 2018.** Questions can be submitted by letter, fax (865-215-2277), or email to jmaxwell@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/proposals. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be

executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.12 **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. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **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 proposals/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.

4.14 **The successful proposer's pricing must be clear and complete.** Any erasures, strikeovers, and/or changes to prices written in numerals should be initialed by the proposer. Failure to initial may be cause to reject the proposal as irregular and disqualified from consideration. **All items required in the specifications must be included in the total proposal price.** Any option prices must be clearly labeled as such so as not to be confused with the grand total.

V. Scope of Service

The proposal shall provide a fixed cost associated with the provision of a cloud-based website and professional services requested within this Request for Proposals.

The City anticipates that a web-based software program will be made available to City-authorized Fleet staff, and that no purchase of software or installation/maintenance of hardware will be required of the City. Proposals shall include a timeline for the setup of a website for the Fleet Department and shall clearly detail any costs associated with the setup and subsequent use of this website.

Essential functions of the proposed system shall include, but not be limited to, the following:

- The proposed system shall provide monitoring, configurable reporting, and real- time oversight of the fuel service by authorized City employees; The proposed system shall allow authorized personnel to allocate purchases made on the card to various City accounts.
- The proposed system must capture fuel and vehicle usage data including type and quantity of fuel, transaction cost, transaction date and time, location, and vehicle odometer reading; The proposed system shall afford authorized personnel the ability to assign controls to each account, individual card, etc.
- The proposed system must have the ability to export fuel and vehicle data in a Microsoft Excel, CSV, as well as PDF format. **Systems that are unable to provide such reporting will not be considered.**
- The vendor's geographical coverage area must be sufficiently obtainable through major fuel providers as to be available to City employees who travel away from the City's on-site fueling stations. Proposals with more locations where City vehicles travel frequently will score higher than proposals with locations where City vehicles travel rarely
- The proposed system shall allow inquiries of up-to-date fuel site locations, provided to employees traveling locally and out of town, via website and “APP” that employees can download for exact locations and directions to next available fuel site.
- The proposed system must allow restrictions be placed on individual cards in real time to prohibit cash withdrawals and purchases other than fuel. This is a non-negotiable requirement.

As emergency and law enforcement vehicles must be able to reliably utilize the fuel cards at all times, under no circumstances shall the fuel cards be disabled without 30 days prior written notification to the City of Knoxville Fleet Department. Liquidated damages shall be assessed by the City in the event that the cards are disabled without the City's advance knowledge. Data provided via software MUST to be “live” data and any changes made MUST be immediate. Failure to provide updated “live” data puts City staff at risk of out of town travel with insufficient support. Additionally, any planned down time or any time services are unavailable the City MUST be given prior notice. There shall be NO software updates made that change access, data, and functionality without advance notice given to the City. The City and the contractor mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this Agreement is a detriment to City services and the public, and therefore the City reserves the right to assess liquidated damages. (See liquidated damages section.)

When fuel cards are due to expire, new cards must be sent 60 days ahead of expiration date and all cards due to expire shall have replacements sent regardless of activity level. PIN numbers

linked to the cards shall remain the same unless changed by the City of Knoxville Fleet staff.

The potential Vendor should determine all website functions and services necessary to maximize fulfillment of the City's stated requirements. All functions/reports used to provide the capabilities claimed in the responses to these requirements should be listed along with their cost in the pricing section of the Proposal. All questions should be answered based on the system version currently available for customer shipment as of the Proposal response date. Please do not quote functions or systems not currently available.

The cost of customization required to meet specifications must be included in the price submitted by the Vendor. It should be fully understood that the City considers this document and the Vendor responses to all the requirements to be the legally binding agreement of the capabilities of the software package whose complete listing is specified on the pricing sheets of their Proposal.

To assure that misrepresentation of the Vendor's package does not occur, vendors should seek clarification of any requirement that they do not fully understand. Misunderstandings resulting in an improper response to this document will not be considered a valid reason for failure to supply **all** features indicated. **Bid prices must be fixed for the term of the contract, using the calculation based on the OPIS rack average (not the branded average) on the day the fuel is purchased, plus a fixed mark-up or minus discount; OR retail price on the day the fuel is purchased minus a fixed discount. Vendors will be required to provide the EXACT price the City of Knoxville would have been expected to pay for a gallon of each fuel type for EACH DAY during the month of July 2018. Vendor has the option to quote either "OPIS plus/minus" or "Retail minus" or quote both options for proposal submission. Vendors' prices quoted for July 2018 will be used to evaluate the cost savings to the City of Knoxville in the RFP evaluation process.**

No guarantee is made that a specific amount of fleet fuel card services will be purchased. For sites in the Knoxville metropolitan region, the OPIS Knoxville, TN rack average price, as reported by the Oil Price Information Service each Thursday ("OPIS Newsletter Price") for each product purchased that calendar week shall apply. Vendor may price transactions outside the Knoxville metropolitan area based on the applicable OPIS rack average price for the location where the fuel is purchased. Vendors utilizing retail price with discount shall provide exact retail prices for any requested date to City fleet staff at any time during the term of the contract upon request.

Vendor's proposal shall address each of the following outlined items:

1. Vendor Information

This sub-section should include the name, address, and telephone number of person or persons who may be contacted regarding the Proposal.

- a) Please furnish information concerning your company including number of years the company has been in business, number of years the proposed products are available and in production, number of support staff, etc.

- b) Please enumerate all customers who have terminated or canceled contracts to supply similar products and services.
- c) Please indicate the annual volume done through your fleet fuel card program.
- d) How can your company convince us that you will be in business in five years? Include a copy of your latest audited financial statement, including balance sheet and profit and loss statements, prepared and certified by an independent certified public accountant.
- e) What would happen to the ownership of licensed software if your company were to go out of business?
- f) Provide three (3) or more customer references of comparable scope and size to the proposed project.

2. Support Information

- a) Describe the support program that you offer for existing and future enhancements. Include information and enhancements/updates provided as part of a maintenance agreement, if any. How often are enhancements typically released?
- b) Describe the amount and nature of implementation assistance included in the quoted price.
- c) Describe the warranty provided. Under what conditions can the source code be modified and still have the software's warranty maintained?
- d) How would in-house changes to the system be migrated to later versions? What costs would be involved?

Format for the System Proposal Section

The format to be used for the System Proposal section is as follows:

1. Fuel Card Management Software

- a) A detailed description of the system's user interface, including monitoring and reporting capabilities.
- b) Responses to each of the following questions:
 - A. Can transaction limits unique to each individual card be assigned? Can individual cards have varying transaction limits and also a limit on the number of transactions per day, per transaction, per billing cycle?

B. Can use of the fleet fuel card at specific vendors be prohibited? Can cash withdrawals be prohibited? Can the restrictions be placed on individual cards in real time?

C. How would the City handle disputed charges without incurring any interest fees or finance charges?

D. Is there a fee associated with the use of the fleet fuel card?

E. What is the level of liability the City for unauthorized purchases and or purchases made after a card has been reported lost or stolen?

F. How long after a card is reported lost/stolen until a new card is provided?

G. Is there 24-hour customer service available?

H. How many fleet fuel cards does the proposer's firm currently have in circulation? How many employees, and in what positions, would be assigned to the City of Knoxville's fleet fuel card program?

I. Does the fleet fuel card program permit on-line access to account information? Is there a charge for any software that is needed to provide on-line access or any reporting methods?

J. Is the account data available in real time? If not real time, specify timing.

K. Can purchases be tracked by vendor type (such as minority- and woman-owned businesses)?

L. What are the billing and payment procedures that are available? (e.g., electronic billing and transfer of funds, etc.).

M. Can cards be customized to include a logo, authorized user's picture, and/or other desired information (e.g., tax-exempt number)?

N. Can billing procedures be configured to deduct federal and local taxes from purchases?

2. Coverage Area

a) A list of the proposer's major fuel provider partners.

b) A graphic depicting the geographical distributions of the proposer's major fuel providers.

c) Access to 100% ethanol in Knoxville, TN is required. Please list, at minimum, two locations in Knoxville, TN where this type of fuel will be available to purchase using your fuel card system.

Format for the Pricing Section

Attach additional pages to give supporting details when necessary.

a) Proposed fuel cost formula (use form included in Submission Forms section)

b) Fees/Costs: Provide information pertaining to any fees that are associated with your firm's fleet fuel card program. Include all hardware specifications for computer servers and workstations.

c) Additional cost to meet desired requirements: List any additional charges to meet all desired requirements which the Vendor deems to be feasible and cost effective.

d) Additional cost for the system: List any additional charges for any third party software such as the database and writer required to run the proposed system. Include both installation costs and annual costs.

e) Implementation Cost: List any additional cost for implementation support (if not included in the base price).

f) Training Cost: List the levels (system administration, support staff, etc.) of training recommended, the per person cost for each level of training, the number of persons recommended to be trained at each level. Training location is at our site, so please include your travel expenses (transportation, lodging and meals) as part of your training cost. Be advised that the City will restrict payment for training expenses to the published GSA per diem rates.

g) Yearly Maintenance Fees: Please provide a fixed price by year for annual maintenance for years 2 to 4 following the one-year warranty period. Detail what services this fee makes available to us. Include estimates of yearly maintenance fees for any third party software that is required.

h) Provide a spreadsheet of cost to the City for each fuel type for each day of the month of July 2018.

Appendix

Any other material that the Vendor believes would enhance its Proposal can be included in the Appendix, including marketing materials.

LIQUIDATED DAMAGES: The ability of City vehicles (especially emergency and law enforcement vehicles) to reliably use the fleet fuel cards for the purchase of fuel is

consistent with the operations of the City's fleet. If the fleet fuel cards are disabled for any reason without the City's prior knowledge, the inability to purchase fuel in a timely manner will interfere with the proper function of the City's programs and put at risk the safety and security of citizens and personal, to the loss and damage of the City; for this reason, the Contractor is required to give the City 30 days' written notice prior to disabling of the fleet fuel cards. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such disabling of the fuel cards. The City and the contractor, therefore, presume that in the event of any such disabling, the amount of damage which will be sustained from the disabling of the fuel cards will be the amount set forth herein, and they agree that in the event of any such a circumstance, the contractor shall pay such amount as liquidated damages will be the amount of \$1,000 per consecutive calendar day that the fuel cards are disabled; and they agree that in the event of any such disabling, the contractor shall pay such amount as liquidated damages and not as a penalty. Amounts due the City as liquidated damages may be deducted by the City from any money payable to the contractor pursuant to this contract. The City shall notify the contractor in writing of any claim for liquidated damages pursuant to this paragraph.

Exception: The contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of The Public Enemy, acts of the County in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather: but in every case the delays must be beyond the control and without the fault or negligence of the contractor. If the delays are caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of any of them, the contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 Administration. The contract will be administered by the City of Knoxville Fleet Department.

6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 Independent Contractor. The relationship of contractor to the City will be that of

independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City 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.

6.7 Termination. 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: 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 this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement 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 or services similar to those terminated.

6.8 Insurance. 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 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 \$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.

- 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.
- Large Deductibles; Self-Insured Retentions. 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.
- Waiver of Subrogation Required. 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.
- Occurrence Basis Requirement. 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 City. 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.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the City to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning

prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a City employee, or for any person, while a City employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a City employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) **Representation of Contractor.** Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the City, shall represent that no other person has been retained to solicit or secure the contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) **Intentional Violation Unlawful.** The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any City employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and

- (3) Suspension or debarment from being a Contractor or subcontractor under City or City-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a City contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the City in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the City in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is 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. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement 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 Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or

addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after July 25, 2018, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Submit only one (1) proposal that meets or exceeds the minimum specifications herewith. Proposals shall include five (5) hard copies (one original and four duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on August 15, 2018. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple

copies of the proposal must be sealed and plainly marked on the outside “Fleet Fuel Card Services.” Proposers are reminded that the Purchasing Division receives many proposals and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States 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 proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. No Contact/No Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
 - F. Fuel Cost Proposal Form
4. Body of Proposal: Information which addresses the scope of service and questions provided along with addressing the details outlined in the evaluation criteria listed below.

NOTE: All required submission forms may be found in this solicitation document.

7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- 1. Pricing/Cost – 40 points:** Pricing shall be for all services to include technical support and any software updates. Vendor shall include a spreadsheet listing the EXACT price the City of Knoxville would have been expected to pay for a gallon of each fuel type for EACH DAY during the month of July 2018. Vendor has the option to quote either "OPIS plus/minus" or "Retail minus" or quote both options for proposal submission. Vendors' prices quoted for July 2018 will be used to evaluate the cost savings to the City of Knoxville.

- 2. Adherence to Specifications – 40 points:** System flexibility, configurability, and meets or exceeds the needs required by the City.
- 3. Qualifications/Experience of Firm – 10 points:** Proposal shall provide a minimum of three (3) references with contact information. References shall be of entities similar in size of the City of Knoxville and are currently using vendor's services.
- 4. Vendor Services – 10 points:** Implementation and training support. Operational and maintenance support.

NOTE: Product presentation will be required of the top-ranked vendor or vendors (at the sole discretion of the City) to demonstrate the capabilities described in their Proposal.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Fleet Fuel Card System**

Submission Form S-1

**Proposals to be Received by 11:00:00 a.m., Eastern Time; August 15, 2018; in Room 667-674,
City/County Building; Knoxville, Tennessee.**

IMPORTANT: Submit only one (1) proposal that meets or exceeds the minimum specifications herewith. Proposals shall include five (5) hard copies (one original and four duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, as the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.** Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

FUEL COST PROPOSAL

INSTRUCTIONS: Enter cost plus mark-up (margin) or discount per gallon, to include freight, for the following fuel products.

Bidders must attach a schedule of product and service fees, to include costs of tax exemption filing fees, fees for producing/replacing/shipping cards, fees for provision of website and for reports generated by website, any applicable finance charges, and/or other applicable fees/charges.

NO LEAD GASOLINE – Minimum of 87 Octane Mid-grade

OPIS Price + Fixed Factor
\$_____ per gallon + _____ OR Minus - _____

AND/ OR

Retail - Fixed Factor _____

Comments: _____

NO LEAD GASOLINE – Minimum of 93 Octane Premium-grade

OPIS Price + Fixed Factor
\$_____ per gallon + _____ OR Minus - _____

AND/ OR

Retail - Fixed Factor _____

Comments: _____

E85 FUEL

OPIS Price + Fixed Factor
\$_____ per gallon + _____ OR Minus - _____

AND/ OR

Retail - Fixed Factor _____

Comments: _____

ULTRA LOW SULFUR DIESEL (ULSD) – Shall be ULSD-15 PPM sulfur, un-dyed. ULSD shall contain lubricity additives that comply with the Federal Ultra-low sulfur content requirements for use in diesel motor vehicles.

OPIS Price + Fixed Factor

\$_____ per gallon + _____ OR Minus - _____

AND/ OR

Retail - Fixed Factor _____

Comments:_____

ETHANOL FREE GASOLINE – 100% gasoline

OPIS Price + Fixed Factor

\$_____ per gallon + _____ OR Minus - _____

AND/ OR

Retail - Fixed Factor _____

Comments:_____

NON-COLLUSION AFFIDAVIT

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 Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm 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 vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

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

- (1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;
- (2) The Proposer _____ swears or affirms that he/she will
aproposale by the following “No Contact” and “No Advocacy” clauses:
- a) **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 Agent (Boyce H. Evans) or Procurement Specialist (Julie Smith Maxwell). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Redevelopment or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

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

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer 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 (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 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential proposalding 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-proposals and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are proposalding, 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 proposal/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 PROPOSAL/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Proposer/Proposer Company Name)

(Project Name)
\$ _____
(Amount of Proposal)

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: _____