

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Municipal Solid Waste (MSW) Disposal Services

**Proposals to be Received by 11:00:00 a.m., Eastern Time
June 30, 2020**

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

CITY OF KNOXVILLE
Request for Proposals
Municipal Solid Waste (MSW) Disposal Services

Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline	3
Background	3
General Conditions	5
Scope of Service	6
Contract Requirements.....	9
Instructions to Submitting Entities	18
Evaluation Criteria	23
Submission Forms.....	24

City of Knoxville
Request for Proposals
Municipal Solid Waste (MSW) Disposal Services

I. Statement of Intent

The City of Knoxville, Tennessee and the Knox County Government are jointly requesting proposals from responsible firms or teams for the safe, efficient, and environmentally sound disposal of Municipal Solid Waste (MSW) and certain special wastes generated and collected within the both the corporate city limits and the boundaries of the county at a disposal site meeting specified requirements. It is the intent of the City and the County to enter into separate, written contracts with the successful proposer for the safe and sanitary disposal of our municipal solid waste for a period of up to ten (10) years, dependent upon annual appropriations.

The City also desires to contract with a second firm to serve as a secondary disposal site as an Emergency Limited Use Facility, should an emergency cause temporary closure at the primary Contractor site. Please note the submission requirements for secondary site pricing in Section VII.

II. RFP Time Line

Availability of RFPJune 8, 2020

Deadline for questions to be submitted in writing to the
Purchasing DivisionJune XX, 2020

Proposals Due DateJune 22, 2020

Contract Start Date..... October 1, 2020

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

3.1 The City of Knoxville and Knox County have three primary sources of MSW to be disposed of under this agreement:

Residential Collection - The City contracts the weekly collection of household trash from approximately 60,000 households. The current contract holder for collection is Waste Connections of Tennessee. The County also contracts with Waste Connections of Tennessee, collecting approximately 33,000 tons of waste collected at seven Convenience Centers, most of it collected in roll-off containers delivered by roll-off trucks and may have some incidental materials delivered by truck.

Transfer Station - The City of Knoxville owns and operates a solid waste transfer station located within one block off I-275 at the Baxter Avenue exit. This facility operates six (6) days a week, accepting waste from small contractors, households, and City crews.

The City and the County make no guarantees regarding the future volumes or amount of solid waste tons as part of this disposal solicitation. Should the need arise, the City and County reserve the right to purchase these services from other sources.

Below is annual tonnage information for all sources of MSW over the past three calendar years:

CITY WASTE STREAM HISTORY (IN TONS)

	MSW from Transfer Station:	Residential Collection	Total MSW
2017	11,496	41,385	52,881
2018	14,501	42,343	56,844
2019	14,775	42,887	57,662

CITY	Dead Animal Waste
2017	24
2018	25
2019	62

COUNTY WASTE STREAM HISTORY

COUNTY	MSW from Convenience Centers (IN TONS)
2017	32,895
2018	33,814
2019	33,984

COUNTY	Dead Animal Waste
Approximately 250 – 350 per year	

*NOTE: In addition to the quantities show in the table above, the City of Knoxville currently diverts approximately 7,044 tons of recyclable material per year from both the curbside recycling program and the five Recycling Drop-Off Centers. In addition, 29,547 tons of yard waste collected at residential curbsides are diverted into mulch. Furthermore, the City is always looking for opportunities to divert waste from the landfill. Future projects may include more curbside recycling, food waste collection and composting, or other.

3.2 MSW and Special Waste/Tipping Fees:

- Municipal Solid Waste Material (MSW) – defined as any and all "solid waste" as defined by the Tennessee Solid Waste Disposal Act which can be lawfully disposed of in a Class

I landfill. MSW shall not include Special Waste, as defined below. Tipping fee shall be charged on a per ton basis for a vehicle disposing of MSW at the disposal site and shall not apply to disposal of Special Waste.

- Special Waste – defined as dead animals and asbestos. Each of these categories shall have a tipping fee separate from other Special Waste categories and separate from MSW tipping fee.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide Municipal Solid Waste (MSW) disposal services.

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 and Knox County.

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 and County Commission 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 Purchasing Agent by the close of the business day on June 22, 2020**. Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. Neither the City of Knoxville nor Knox County is not responsible for oral interpretations given by any City or County 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/bids. 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 and Knox County reserve 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 and County. The City and County shall be the sole judges of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision

shall be final. The City and County also reserve the right to make such investigation as deemed necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City and County deem 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 in respect to this qualification. 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 Mayors' recommendation of a firm(s), Knoxville City Council and Knox County Commission 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 and Knox County 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 through the City of Knoxville's online Vendor Registration system. 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 or Knox County 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 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.

V. Scope of Service

The City of Knoxville and Knox County will collect or have collected MSW and certain special wastes generated and collected within the corporate Knoxville city limits and the boundaries of Knox County for disposal at a Class I sanitary landfill. The successful proposer shall be able to demonstrably satisfy the requirements outlined below:

5.1 Disposal Site Operation and Physical Requirements:

- A. Vendor shall have a solid history of Class I, 40 CFR Part 258 Subtitle D of Resource Conservation and Recovery Act (RCRA) landfill operation and compliance with all applicable local, state, and federal laws and regulations.
- B. The proposed disposal site shall have to guarantee the capacity to accept the City and County's waste stream for a period of up to ten years.
- C. The site shall be a lined facility, meeting or exceeding all Subtitle D regulations.
- D. Wait Times. Wait times should not exceed more than 30 minutes per trip. Wait times are calculated from the time vehicles first stop to wait in line to weigh on the scale until the vehicles depart from the property. City and County vehicle AVL's will be reviewed periodically to ensure compliance. Continued failure to meet this metric may be viewed as a performance deficiency.
- E. Contractor shall provide the City and County with a written copy of the rules and regulations which must be followed while transporting waste materials to disposal site.
- F. Contractor shall accept disaster debris during extended hours without requiring additional compensation from the City or County.
- G. Title to Waste. Contractor shall acquire title to the MSW and acceptable Special Waste upon delivery and acceptance at the proposer's site. Title to and liability for Nonconforming Waste shall remain with the generator of such waste at all times.
- H. Area near entrance to facility shall be maintained and kept clear of litter, dumping, rocks, debris or hazards that could cause damage to City and County personnel and City and County owned/operated equipment. Roadways within the facility shall be maintained to minimize damage to tires. Contractor shall be responsible for all damages caused by Contractor negligence.

5.2 Disposal Site: The City of Knoxville and Knox County will deliver or cause the delivery of all MSW if the proposed disposal facility is within a 15-mile radius of downtown Knoxville. Contractors proposing a disposal facility greater than 15 miles from downtown Knoxville must also provide a comprehensive transfer and transportation plan (see 5.2-E below). The contractor's proposal and scope of service must include the following, in addition to the Submission requirements in Section 7.2:

- A. Location of site or facility where MSW will be delivered
- B. List of all applicable state/federal/local permits needed for the operation of the facility. Contractor shall include copies of all permits and note any restrictions therein.
- C. Detailed history/background of the facility, including but not limited to:
 - 1. Annual volume of waste accepted (10-year history)
 - 2. How the long facility has been in operation
 - 3. Facility's history of ownership since opening
 - 4. Current and proposed hours of operation and the ability of the company to provide additional service hours during times of need or emergency
 - 5. List of any litigation in past five years
 - 6. Size of facility (site map showing current, future, and closed cells)
 - 7. List or describe the company's sustainability model for the site, including both current practices and planned, future initiatives
 - 8. Bidder shall include copies of all Notice of Violations, major or minor, in the last ten years. Bidder shall also include details regarding any Civil or Criminal Litigation against the bidder or any of its representatives in the last ten years.
 - 9. Submit groundwater monitoring reports and quarterly air monitoring reports for past five years.
- D. Documentation that demonstrates proposer's site has capacity to handle the City of Knoxville's and Knox County's waste stream for the term of the contract (10 years from date of contract).
- E. Detailed transportation plan for any facility greater than 15 miles from downtown Knoxville.

Transfer and transportation plans must include the following:

 - 1. Location of transfer station
 - 2. Copies of all applicable state/federal/local permits
 - 3. Staff and equipment used for transportation services
 - 4. If transportation services are to be sub-contracted, sub-contractor must demonstrate capability to provide service for the length of the contract.
- F. The proposer must make the site available for inspection by the City or its authorized representative during normal business hours during the proposal review process, and, if selected, during the course of the contract.
- G. Emergency Closure Contingency Plan. Describe/include proposer's contingency plan for continued acceptance of MSW from the City and County should the proposer's site experience an emergency closure.

5.3 Financial Stability: All proposers shall be required to demonstrate to the satisfaction of the City and County that they have adequate financial resources, experienced personnel, and the expertise to perform the services required by these specifications. No contract will be awarded to

any proposer who, as determined by the City and County, has an unsatisfactory performance record or inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications as well as all local, state, and federal solid waste laws and regulations.

5.4 Unit Cost of Services: The proposer shall provide a unit cost for services provided (cost per ton); tipping fees shall be submitted for MSW, dead animals, and asbestos (see Unit Cost of Services Submission Form). **Proposer shall outline alternate payment method to be used in the event that the facility truck scales are not operating.** Proposer shall include a cost schedule for the entire term of the agreement, based upon the first year's stated tipping fees and subject to applicable CPI increases each year thereafter for the life of the contract.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City and Knox County 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 independent contracts will be administered by the City of Knoxville Public Service Department and the Knox County Solid Waste Department.

6.3 **Invoices.** Invoices for services will be submitted to the City and County in accordance with the contract terms. Contractor shall submit monthly invoices for services rendered to the City and/or County which shall be in a form approved by the City and/or County, shall indicate the time period during which the services were provided, shall include total tonnage and cost per day, plus total tonnage and cost per month. Bidders are informed that the Contractor's billing procedures are subject to the review and prior approval of the City of Knoxville and Knox County before reimbursement of services can occur.

In addition, upon the City's or County's request the Contractor shall provide reproductions of individual truck scale tickets for all City or County Waste delivered to the Disposal Site. Contractor shall provide paper tickets free of charge to all drivers at time of transaction.

6.4 **Independent Contractor.** The relationship of contractor to the City and County 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 or County.

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

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 or County may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City or County 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 or County, and the City or County 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 or County 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 or County 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 \$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 \$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. **Environmental Impairment Liability** (also referred to as Pollution Legal Liability). If Contractor owns or operates the disposal site, Contractor shall maintain environmental impairment liability insurance with limits at least equal to the required general liability limit, but not less than \$10 million per occurrence, to include coverage for specific locations mentioned in the agreement as well as the operations of the insured. If applicable to the agreement, coverage for non-owned disposal sites will be included. Coverage must include bodily injury and property damage to third parties (including the City) as well as clean-up costs. The policy must include the City as additional insured and such insurance shall be primary to (not excess of) and will not seek contribution from any other insurance available to the additional insured.
- E. **Contractors Pollution Liability.** If Contractor does not own the disposal site or if Contractor may transport waste off its owned premises, Contractor shall maintain contractors pollution liability coverage with limits of not less than \$5 million per occurrence covering the operations specified in the agreement. If contained in the scope of services of the agreement, the policy shall contain no exclusions for lead-based paint, asbestos, mold, or microbial matter. The policy must include the City as additional insured and such insurance shall be primary to (not excess of) and will not seek contribution from any other insurance available to the additional insured. If the agreement includes the transport of hazardous material or waste, the commercial auto liability policy will include the MCS-90 endorsement and coverage for pollution conditions, the CA 99 48 03 06 Pollution Liability – Broadened Coverage For Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms endorsement is acceptable.
- F. **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 copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Full copies Environmental Impairment Liability and Contractors Pollution Liability policies will be requested because this contract has been deemed extremely or uniquely hazardous. Bull copies of other policies 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's Risk Manager. Professional Liability and Environmental Impairment Liability (Pollution Legal Liability) are most commonly written on a claims made basis and are generally acceptable in that form. If the coverage is written on a claims-made form:
 - The policy forms showing retroactive date must be provided and must be before the date of the Agreement or the beginning of related activities;
 - Insurance must be maintained, and evidence of insurance must be provided, for at least 3 years after completion of the related activities;

- If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement's effective date, Contractor must purchase extended reporting coverage for a minimum of 3 years after completion of related activities;
- A copy of the claims reporting requirements must be submitted for review. Claims-made & reported or pure claims-made forms are acceptable, claims-sustained forms requiring litigation as notice are not.

6.9 Bonds. Performance Bond - Contractor will issue to the City and the County a Performance Bond in the amount of one hundred percent (100%) of the annual contract price, based upon the estimated annual billing, executed by Contractor, with a corporate surety licensed to transact business in the State of Tennessee and shall be in a form acceptable to the City and County. This bond shall be conditioned upon the performance of Contractor of all undertakings, covenants, terms, conditions, and agreements of this Agreement and upon the prompt payment by Contractor to all persons supplying labor and materials for this Agreement. Closure and Post-Closure Bond. Contractor must provide proof of financial responsibility for closure and post-closure care.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

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

6.15 Licenses. Before a contract is signed by the City or County, 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 and County 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.

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

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City or County are intended solely for the benefit of the City or County, 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 and County 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.

6.23 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.

6.24 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.

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

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

6.27 For the satisfactory performance of this Agreement, the City shall pay to the Contractor Tipping Fees per ton as detailed on the "Unit Cost of Services Submission Form" for City Waste Material delivered to and disposed of in the Sanitary Landfill for the first year of the Agreement. After September 30, 2021 and each September 30 thereafter during the remaining years of the term of the Agreement and any renewal terms thereof, the Contractor may adjust the contract price in accordance with the increase or decrease, if any, in the cost of living, using as a basis of such adjustment the "Revised Consumer Price Index for All Urban Consumers – South Region

1982-1984 = 100 - All Items” (“Index”) for the most recent month published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

CPI for current period (current September Index):	134.0
- CPI for previous period (prior year September Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior year September Index (129.9) = 0.032 x 100 = 3.2% index change

3.2% index change x current Tipping Fee = New Rate

The increase in the Tipping Fee may occur after Contractor has given the City written notice of such change and the Contract Manager approves the calculation.

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 June 8, 2020, 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

Proposals shall be submitted to the City either through online submission or hard copy, in accordance with the following procedures:

Electronic Submission Procedures. Electronic submissions shall be submitted online through the City’s Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor

(Vendors are encouraged to complete this step **now** to ensure seamless submission process prior to deadline.)

To register as a vendor:

Visit the website at www.knoxvilletn.gov/purchasing

Click the “Vendor Registration” tab; then “Click here to register as a City of Knoxville Vendor”

Follow the prompts to complete online registration.

Note: You will be asked for a PIN. This PIN will be emailed to you and may have been 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.

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 **June 30, 2020.**

To submit electronic file:

Visit the procurement website at www.knoxvilletn.gov/bids

Click “RFP- Solid Waste Disposal Services”

Click “Submit Bid” (red button located at top of screen)

Follow the prompts to upload and submit electronic file.

Submit only one (1) submission file (see notes below if you must submit additional files)

Files MUST be named as the firm’s name followed by the title of the project.

Example: ABC Company-Solid Waste RFP.pdf

Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents

Hard Copy Submission Procedures: Proposals shall include one original hard copy and one electronic copy of the proposal (.pdf format on CD or USB drive 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 hard copy 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 June 30, 2020. Each hard copy 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 “Municipal Solid Waste Disposal.” Proposers are reminded that the Purchasing Division receives many bids 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. Drug Free Workplace Affidavit
 - D. No Contact/No Advocacy Affidavit
 - E. Certificate of Business License
 - F. Iran Divestment Act Certification of Noninclusion
 - G. Diversity Business Enterprise Program
4. Body of Proposal: Information which submitting entity wishes to include in addition to that information requested in Section V and the following:

A. Qualifications and Experience of Firm

1. Disposal Management Experience

Furnish satisfactory evidence to the City that proposer has necessary disposal management experience by having been continuously engaged in the business of operating a permitted Class I MSW disposal facility for at least the preceding three (3) years. If proposer is required to provide transportation services, similar evidence is required for the transportation

of MSW.

2. Financial Statement

The proposer must provide adequate information to assure that it possesses the financial resources and stability to fulfill its obligation to the City of Knoxville for the contract term. This documentation should include, but is not limited to, the following:

- a. Latest financial report
- b. Audited financial statements for past three (3) years
- c. Statements answering the following questions:
 - Has your organization ever failed to complete any work awarded? If so, where and why?
 - Has any officer or partner of your organization or person listed in previous sections ever been convicted of any criminal conduct or been found in violation of any state or local statute or regulation? If so, give name of individual and reason thereof.
 - Has your firm, or any officer or partner of your organization, or person listed in previous sections, ever been barred from bidding on contracts in this or any other state under any state or federal law? If yes, explain.
- d. Provide the company's bond rating

3. Operations

Proposer must describe the operation of the disposal facility and, if applicable, the transportation and transfer system including, but not limited to, the following:

- a. List of all equipment utilized in operations including any leased equipment. Make and model of equipment and approximate age/hours.
- b. List number, types, years with the company, names, and experience of staff including support services such as consulting engineers. Include resume for key staff including the landfill manager.
- c. List hours of operation including any holidays facility is closed
- d. List size and type of truck scales used and state how often they are calibrated
- e. Provide detailed description of the facility's leachate and gas management systems, including the capacity of on-site leachate storage, whether gas management is passive venting or active extraction, Standard Operating Procedures for addressing leachate seeps, and other details. In addition, provide the total amount of MSW received and processed per year.
- f. Describe the transportation leachate management system
- h. Assure the City of the facility's ability to handle special waste (i.e. dead animals, debris from natural disasters such as tornadoes, etc.)
- i. How the City of Knoxville manages municipal waste over the next ten years will have a big impact on the City's goal to reduce 2005 greenhouse gas emissions by 50% by 2030. Bidders shall include very detailed information explaining any practices or programs that limit or reduce

greenhouse gas emissions, such as alternative fuel vehicles, gas to energy or fuel technologies, etc. If bidder proposes the use of a Transfer Station, bidder shall submit average MPG for long-haul vehicles transporting from Transfer Station to Landfill as well as the distance from the Transfer Station to the landfill.

j. Describe measures taken to 1) reduce wait times per trip, and 2) reduce the amount of debris in the path of the trucks upon entry and exit, thus reducing damage to truck tires and reducing the amount of debris expelled from trucks when returning to City and County facilities.

B. Client Satisfaction

a. Provide the contact names, email addresses, and telephone numbers of at least three municipal or county government customer, not including the City of Knoxville or Knox County.

b. Provide a letter of support from the host county.

C. Provide a detailed explanation of the scope of services to be provided as set forth in the Scope of Services section of this RFP.

D. Additional Services

The proposer may submit a description of any additional services or products not previously described that may be of benefit to the City including any environmental sustainability programs and/or plans for the site including but not limited to (i) programs designed to divert recyclable or re-usable material; (ii) waste fuel boiler systems; and (iii) other alternative fuel or sustainability options.

E. Unit Cost of Services

The proposer shall provide a unit cost for services provided (cost per ton); tipping fees shall be submitted for MSW, dead animal, and asbestos (see Unit Cost of Services Submission Form). **Proposer shall outline alternate payment method to be used in the event that the facility truck scales are not operating.** Proposer shall include a cost schedule for the entire term of the agreement, based upon the first year's stated tipping fees and subject to applicable CPI increases each year thereafter for the life of the contract.

In addition, should the proposer be willing to be considered as a secondary Emergency Limited Use facility, ONLY to be used should the primary winning proposer's facility be unavailable due to an emergency, please include pricing for an Emergency Limited Use Facility. Note that there is no guarantee of use for this Emergency Limited Use Facility contract.

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 and County reserve 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 and County deem 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.

Provided it is in the best interest of the City of Knoxville and Knox County, the firm or team determined to be the most responsive to the City and County, 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 and County, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City and County 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:

Cost, 40% - Proposers will be evaluated based on the total cost over the term of the contract.

Experience, 25% - Proposers will be evaluated on the basis of their demonstrated experience in operating a MSW disposal facility and, if applicable, a MSW transportation system.

Technical Approach, 15% - Proposers will be evaluated on the extent to which the proposed facility, including transfer and transportation system, addresses the goals of this RFP. Proposers will also be evaluated on how well they respond to all the requirements outlined in this RFP.

Financial Stability, 10% - Proposers will be evaluated on the basis of their financial strength and their ability to support their long term obligations under this agreement.

Environmental Sustainability Practices, 10% - Proposer will be evaluated on the basis of their ability to communicate the company's sustainability model for the site including both current practices and planned, future initiatives.

Submission Forms

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Municipal Solid Waste (MSW) Disposal Services

Submission Form S-1

**Proposals to be Received by 11:00:00 a.m., Eastern Time; June 30, 2020; in Room 667-674,
City/County Building; Knoxville, Tennessee.**

IMPORTANT: Completely review section 7.2 Submission Information for submission requirements and directions.

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

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

Unit Cost Proposal for Services Submission Form

RFP - Municipal Solid Waste (MSW) Disposal Services
Proposal Submitted June 30, 2020

Primary Use Facility Contract Pricing:

Municipal Solid Waste (MSW): \$_____ /ton

Dead Animals: \$_____ /ton

Asbestos: \$_____ /ton

Emergency Limited Use Facility Pricing:

Municipal Solid Waste (MSW): \$_____ /ton

Dead Animals: \$_____ /ton

Asbestos: \$_____ /ton

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 _____

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 _____, _____.

Title _____

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 abide 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 (Penny Owens). 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 or the Knox County staff including, but not limited to, members of City Council, County Commission, Office of the Mayor, Public Service Department, Solid Waste Department or any other City or County 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 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 (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 2020 goal is to conduct 4.82% of its business with minority-owned businesses, 10.73% of its business with woman-owned businesses, and 33.94% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

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

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

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

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

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

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____