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**INVITATION TO BID**

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**Tree Supply and Purchase**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until **11:00:00 a.m.** (Eastern Time) on **Thursday, June 30, 2022** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **Tree Supply and Purchase**.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86286059049?pwd=WTNqQXZNV3JhRFVEai95emY0WFIZUT09>

Meeting ID: 862 8605 9049

Passcode: 535300

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**Scope of Work:**

The City of Knoxville Public Service Urban Forestry Department is seeking to establish: A fixed price agreement for the purchase of trees of various species. The number of trees purchased and planted will depend on the price per tree, price for installation, demand for the service, and grant funding opportunities that are obtained by the City of Knoxville. The City may grant awards to one or more contractors in order to obtain the desired quantity, quality, and types of tree species needed to fulfill planting needs; bidders may submit pricing for some or all of the trees specified. Awards shall be made for fixed price agreements, with no guarantee of quantities to be ordered. The agreement shall be for one year with two optional one-year renewals, commencing November 1, 2022.

The total number of each species of tree needed will be determined by October 1, 2022. City of Knoxville Urban Forester will typically visit and tag trees in late August or Early September. Typically, the City of Knoxville plants 400 to 600 trees per year.

**This will be a multiple award contract. The City reserves the right to make award to multiple bidders.** Prior to award, the Urban Forester will determine, based on the criteria outlined elsewhere in this specification, whether each nursery and its practices meet the needs of the City. The City will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive, responsible bidders whose nurseries have been determined to be acceptable.

An award **does not** guarantee a vendor will receive an order during the term of this contract or that the awarded items will be requested by the department. The City may purchase all, some, or none of the items contained in this invitation to bid. **NO SPECIFIC QUANTITY IS GUARANTEED.**

## Specifications:

1. **Inspection and Evaluation:** Before bid award, the City of Knoxville Urban Forester will conduct an on-site nursery inspection of Vendor facility so as to determine if Vendor's plant material meets the requirements set in these specifications. The City of Knoxville's Urban Forester will be the sole judge as to the suitability and acceptability of the inspected stock and nursery practices, and his decision will be final.

The City of Knoxville Urban Forester will inspect and evaluate nursery stock and nursery practices using the following criteria:

- The Urban Forester has the ability to tag trees
  - The majority of trees planted in the nursery do not have root systems planted to deep (over 4 inches) in the field
  - The nursery has a variety of shade, ornamental, and evergreen trees with a minimum of 15 different species from the bid list available
  - The nursery maintains suitable spacing between trees according to ANSI Z-60.1 Standards
  - The nursery employs suitable pruning practices according to ANSI Z-60.1 Standards
  - The nursery grows trees in the field at a location where trees will be tagged and is **not** a rewholesale vendor.
2. **Qualifications:** The supply of the trees will be performed by a nursery that grows and produces trees according to the "American Standard of Nursery Stock." Bidders will submit, with their bids, a full statement of their experience in work similar to that covered in this specification. Out of State nurseries **may** bid on the contract; however some grants require that the City of Knoxville purchase trees from a Tennessee nursery and trees for that portion of the contract will need to be purchased from a Tennessee nursery.
  3. **Plant Materials:** All plant materials must comply with the specifications set forth in the American Standard for Nursery Stock ANSI Z60.1-2004. All plant materials must meet all phytosanitary, nursery inspection, pest freedom, plant regulation, certification, or any other legal requirements of the Tennessee Department of agriculture division of Regulatory Services. All trees purchased shall derive from tree stock with a similar latitude and plant hardiness zone (6b-7b) as the State of Tennessee.
  4. **Quality Control: All trees may be inspected and hand selected by the City of Knoxville Urban Forester at the nursery furnishing the trees before the plants are dug.** All nursery stock certificates, registration or certification tags, seals, etc. will be furnished to the City of Knoxville Urban Forester when plants are shipped to the City of Knoxville or designated agent. The City of Knoxville Urban Forester has the right to choose stock or reject stock in order to meet standards set in this specification and the "American Standard for Nursery Stock." If a specified plant is not grown or will not be grown on site by the Vendor, the Vendor will not bid on that specific tree (the Vender may not obtain the tree from another grower). The Vendor may nominate alternative tree species or cultivars with similar or the same characteristics, but the City

of Knoxville Urban Forester may refuse replacement recommendations and may choose to obtain specified trees from a separately awarded vendor or an alternative nursery that can supply a suitable plant that meet specifications.

5. **Quality and Size:** Sizes and methods for sizing height, caliper, and root ball will be in accordance of "American Standard for Nursery Stock". Single-stem trees should have a straight trunk and leader with well-spaced branching and wide angled branch unions. Certain plant material may be exceptions of the single leader and well-spaced branching requirement, but only when determined to be allowable by the City of Knoxville Urban Forester. Plant materials must be free of injuries or abrasions, fresh pruning cuts not showing woundwood response, and pruning cuts must be less than 1" in diameter. The crown of the tree must be typical for the species, and free of irregular pruning cuts. Trees that have numerous irregular pruning cuts in the crown of the tree will be rejected. Trees that have been staked during the growing season preceding digging should not be accepted unless determined acceptable by the urban forester. All trees should be 2" to 3" caliper trees. However, the City may accept some species that are 1.75" to 3.25" caliper trees. Tree caliper shall be taken on the trunk 6 inches above the root collar.
6. **Root Ball:** All trees provided must have a firm, freshly dug root ball that is standard size according to "American Standard of Nursery Stock." The root ball should be sufficient in size to encompass a fibrous root system necessary for the recovery of the tree after the transplant. Root balls will be wrapped with non-synthetic, biodegradable burlap and rope or twine. The root collar or the first order of structural roots should be apparent at the surface of the ball. City of Knoxville Urban Forester may inspect the depth of the tree within the root ball and may reject any tree that has been planted too deep in the nursery. The tree should be free from adventitious roots above the root collar or first order of structural roots. Root balls that have been cracked, frozen, broken, or softened are subject to rejection by the City of Knoxville Urban Forester.
7. **Containerized Trees:** All trees will be ball and burlap trees unless specified by the City of Knoxville Urban Forester. Containerized trees will not be pot bound or have girdling roots. Root collars should be apparent at the surface of the container.
8. **Transportation:** The City of Knoxville will work with the Vender to designate a shipping vender that will be invoiced separately from this contract. The shipment of trees is not included in this contract. If the Vendor has a shipping contractor that the Vendor typically utilizes, the City of Knoxville may work with the awarded Vendor(s) on shipping trees through that shipping contractor. If applicable, the City of Knoxville may ship trees from multiple vendors in a shared shipping vehicle or contractor.

Root balls must be protected against freezing, softening, cracking, and breaking. Branches should be tied with sisal or jute twine to avoid breaking branches during transport. Trunk protection must be installed during the handling and transport to avoid scraping and damaging bark. Trees must be protected during transport to prevent wind and sun from drying out trees. Trees subjected to injury, damage, or other conditions unfavorable to plant recovery and growth will be rejected by City of Knoxville Urban Forester.

9. **Delivery:** The City of Knoxville will work with the Vendor(s) on delivery dates. Delivery of plant material typically will occur between November 1st and December 31st depending on weather. Delivery will be set-up to minimize root ball exposure to cracking, freezing, and becoming water-logged before installation. Plant material will be delivered to a work yard or area designated by the City of Knoxville and the contracted Installer. The City of Knoxville Urban Forester and tree installer must be given a minimum of four days' notice before shipment.

All trees are subject to inspection at delivery by the City of Knoxville Urban Forester. At least one specimen of each variety of tree to be delivered must be tagged with the botanic, common, and cultivar name; tags must remain attached to specimen trees included in each shipment and must remain on said trees until installation.

10. **Provisional Acceptance and Payment:** All trees are subject to inspection at delivery by the City of Knoxville Urban Forester, accompanied by Vendor. Substitutions or replacements for rejected plant material will be determined during the inspection, and Vendor will remedy, at no additional charge, within seven calendar days of determined need. Once the order is complete and meets stated standards, the City of Knoxville Urban Forester will provisionally accept the delivery in total and authorize payment.
11. **Guarantee: The Vendor will guarantee all trees to be in healthy and flourishing condition for a period of one year after the date of provisional acceptance of the work.** The guarantee will cover against defects, including death and unsatisfactory growth, damage during transportation, and poor root balls from the Vendor. The guarantee does not include vandalism, storm damage, animal damage, improper planting, abnormal weather conditions, or mechanical damage unrelated to nursery practices; nor does it include defects resulting from lack of adequate maintenance, neglect, or abuse by the City. Replacement plant material is subject to all requirements stated in this planting specification, and cost of replacement plant materials will be borne by the Vendor.
12. **Final Acceptance:** The City of Knoxville Urban Forester will inspect all planted trees by the end of June after the trees were delivered. Weather conditions will be considered when determining an acceptable time period for breaking dormancy and an acceptable growth rate. Those trees deemed unsatisfactory will be documented and said documentation submitted to the Vendor for replacement. Vendor may choose to inspect said unsatisfactory trees, the City of Knoxville holding area, and planting practices at any time during the contract.
13. **Term of Agreement and Contract Pricing:** Contract will be for one year with two optional one-year renewals, upon mutual agreement. Unit bid prices will be guaranteed for the life of the contract. Tree purchase bid is for a fixed price agreement, and quantities to be ordered are not guaranteed.
14. **Availability:** The City of Knoxville understands that availability of each tree species may be limited by the demand from other contracts. In the event a particular species sells out, the City of Knoxville will work with the awarded Vendor(s) on choosing alternative species that are available or may choose to work with an alternative Vendor for obtaining that specific species of tree. Those alternative trees will be paid at the same cost as the tree they are replacing. **Vendors are encouraged to bid on all trees that will meet the size requirement and may be available in the next three years.**
15. **Time Frame:** Planting time will be from November 1 through March 1 of each year.
16. **Award to Multiple Vendors:** The City of Knoxville reserves the right to award to multiple Vendors in order to ensure timely procurement of trees as well as the required variety of species.
17. **Projected Planting Timetable and Payment Schedule:** Payment will be made once trees have been accepted at delivery by the City of Knoxville Urban Forester. Work can be completed earlier than the timetable below, but should not exceed the following:

Projected Date of Substantial Completion of Tree Shipment	# of Trees Supplied	Date of Final Acceptance of Tree Living
December 31, 2022	100%	June 31, 2023

### Bid Submission Requirements:

Bidders must furnish the following information in writing with their submission:

1. [Bid Form](#) showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. [Non-Collusion Affidavit](#)
3. [Iran Divestment Act Certification of Non-Inclusion](#)
4. [Diversity Business Enterprise \(DBE\) Program form](#)

## Instructions and Conditions:

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until **Wednesday, June 30, 2022**, at **11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
  - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
  - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Tree Supply and Purchase."
7. Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. If submitting electronically, a paper bid is not required.
8. All proposers/bidders must register as a vendor in order to submit an electronic file.

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

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

**Step Two:** Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on Wednesday, June 30, 2022. To submit electronic file: Visit the procurement website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids) Click "ITB - Tree Supply and Purchase", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Tree Supply and Purchase.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
11. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).
12. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
13. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
14. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).
15. **Bid submissions from un-registered bidders may be rejected.**
16. Payment for completed services delivered to and accepted by the City shall be at the contract price.

17. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
18. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
19. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
20. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
21. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
22. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
23. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
24. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
25. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **Karisa Scott, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to [kscott@knoxvilletn.gov](mailto:kscott@knoxvilletn.gov). To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
26. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
27. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City

Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.

28. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Noninclusion form may be found in this solicitation document.

29. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

## Submission Forms



## Bid Form

TO: Purchasing Division  
 City of Knoxville  
 Suite 667-674  
 City/County Building  
 400 Main Street  
 Knoxville, TN 37902

The City may award to more than one vendor; see bid documents. Bidders are to indicate pricing for secondary species, but award shall be based on primary species' pricing. Bidders are to submit total price for one purchased tree of each species below. Where specific cultivars are listed, submit total price for one installed tree of each cultivar. If a specific cultivar is not available, please write in the suggested replacement under the "Botanic Name" column and fill in the unit price for the suggested replacement.

All trees should be single-stem with central leader unless noted.

Prices quoted below must be inclusive of labor, equipment, and all other costs associated with this specification. The City of Knoxville will not be responsible for any charges other than those shown below.

Having carefully examined the specifications entitled "Tree Supply and Purchase" to open on Wednesday, June 30, 2022, at 11:00:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the equipment, and delivery as described herein for the following sum:

### B&B Trees Planted (Primary)

TREES		Price per tree	Price per tree
Common Name 'Cultivar'	Botanic Name	2" B & B Tree	3" B & B Tree
Trident Maple	<i>Acer buergerianum</i>		
Hedge Maple	<i>Acer campestre</i>		
Flame amur maple	<i>Acer ginnala</i>		
Paperbark Maple	<i>Acer griseum</i>		
'Gingerbread'			
Species			
Miyabe maple	<i>Acer miyabei</i>		
'State Street'			
Japanese Maple	<i>Acer palmatum</i>		
Red Maple	<i>Acer rubrum</i>		
'Armstrong'			
'Autumn Blaze'			
'Built to Last'			
'Burgundy Belle'			
'October Glory'			
'Red Pointe'			
'Red Rocket'			

'Red Sunset'			
Sugar Maple	<i>Acer saccharum</i>		
'Commemoration'			
'Green Mountain'			
'Legacy'			
Shuntang maple	<i>Acer truncatum</i>		
Horsechestnut Spp.	<i>Aesculus spp.</i>		
Downey Serviceberry	<i>Amelanchier arborea</i>		
Serviceberry (single stem)	<i>Amelanchier grandiflora</i>		
'Robin Hill'			
'Autumn Brilliance'			
River Birch	<i>Betula nigra</i>		
'Dura Heat' (Single Stem)			
'Heritage'			
European Hornbeam	<i>Carpinus betulus</i>		
American Hornbeam	<i>Carpinus caroliniana</i>		
Northern catalpa	<i>Catalpa speciosa</i>		
Common Hackberry	<i>Celtis occidentalis</i>		
Crapemyrtle (single stem)	<i>Lagerstroemia indica</i>		
Water hickory	<i>Carya aquatica</i>		
Chinese fringetree	<i>Chionanthus retusus</i>		
'Spirit'			
American fringetree	<i>Chionanthus virginicus</i>		
'Serenity'			
Eastern Redbud	<i>Cercis canadensis</i>		
'Alba'			
'Forest Pansy'			
'Hearts of Gold'			
'Oklahoma'			
'Rising Sun'			
Species			
Other			
Yellowwood	<i>Cladrastis kentukea</i>		
Flowering Dogwood	<i>Cornus florida</i>		
'Cherokee Chief'			
'Cherokee Princess'			
'Appalachian Spring'			
Other			
Other			
Other			
Korean Dogwood	<i>Cornus kousa</i>		
Corniliancherry dogwood	<i>Cornus mas</i>		
Green Hawthorn	<i>Crataegus viridis</i>		
'Winterking'			
Hawthorn spp.	<i>Crataegus spp.</i>		
Other			

Other			
Hardy Rubbertree	<i>Eucommia ulmoides</i>		
American beech	<i>Fagus grandifolia</i>		
Gingko	<i>Gingko biloba</i>		
'Shangri-la'			
Other			
Honey Locust (thornless)	<i>Gleditsia triacanthos</i> <i>var. inermis</i>		
'Skyline'			
'Sunburst'			
Other			
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>		
Carolina Silverbell	<i>Halesia carolina</i>		
Golden Raintree	<i>Koelreutaria paniculata</i>		
Sweet Gum	<i>Liquidambar styraciflua</i>		
'Happidaze'			
'Rotundiloba'			
'Slender Silhouette'			
Species			
Tulip Poplar	<i>Liriodendroum tulipifera</i>		
Osage Orange (fruitless)	<i>Maclura pomifera</i>		
Southern Magnolia	<i>Magnolia grandiflora</i>		
Sweetbay Magnolia	<i>Magnolia virginiana</i>		
'Moonglow'			
'Australis'			
Crabapple spp.	<i>Malus spp.</i>		
'Cardinal'			
'Coralburst'			
'Honeycrisp'			
'Prairie Fire'			
'Purple Prince'			
'Snow Drift'			
Other			
Other			
Other			
Dawn Redwood	<i>Metasequoia glyptostoboides</i>		
'Palatial'			
Black Gum	<i>Nyssa sylvatica</i>		
Sourwood	<i>Oxydendron arboreum</i>		
American hophornbeam	<i>Oystra virginiana</i>		
Persian Ironwood	<i>Parrotia persica</i>		
'Streetwise'			
Other			
Chinese Pistache	<i>Pistacia chinensis</i>		
London Plane Tree	<i>Plantanus X acerifolia</i>		
'Bloodgood'			

'Exclamation'			
Sycamore	<i>Platanus occidentalis</i>		
'Akebona' Cherry	<i>Prunus akebona</i>		
'Okame' Cherry	<i>Prunus 13ampanulate x Incisa</i>		
'Crimson Pointe' Plum	<i>Prunus cerasifera</i>		
Flowering Cherry	<i>Prunus serrulata</i>		
'Kwanzan'			
'Royal Burgundy'			
'Snow Goose'			
Other			
Yoshino Cherry	<i>Prunus X yedoensis</i>		
Canada red cherry	<i>Prunus virginiana</i>		
Sawtooth Oak	<i>Quercus acutissima</i>		
White oak	<i>Quercus alba</i>		
Scarlet Oak	<i>Quercus coccinia</i>		
Shingle Oak	<i>Quercus imbricaria</i>		
Southern Red Oak	<i>Quercus falcata</i>		
Overcup Oak	<i>Quercus lyrata</i>		
'Highbeam'			
Bur Oak	<i>Quercus macrocarpa</i>		
Swamp Chestnut Oak	<i>Quercus michauxii</i>		
Chestnut Oak	<i>Quercus montana</i>		
Chinkapin Oak	<i>Quercus muehlenbergii</i>		
Water Oak	<i>Quercus nigra</i>		
Nuttall Oak	<i>Quercus nuttallii</i>		
Sangari			
Pin Oak	<i>Quercus palustris</i>		
Willow Oak	<i>Quercus phellos</i>		
'Hightower'			
English Oak	<i>Quercus robur</i>		
'Regal Prince'			
Species			
Northern Red Oak	<i>Quercus rubra</i>		
Shumard Oak	<i>Quercus shumardii</i>		
'Prominace'			
Black Locust	<i>Robinia psuedoacacia</i>		
'Purple robe'			
Other			
Japanese snowbell	<i>Styrax japonicus</i>		
Bald Cypress	<i>Taxodium distichum</i>		
'Shawnee Brave'			
'Autumn Gold'			
Species			
American Linden or Basswood	<i>Tilia americana</i>		
Littleleaf Linden	<i>Tilia cordata</i>		



River Birch	<i>Betula nigra</i>		
'Dura Heat'			
Other			
Eastern Redbud	<i>Cercis canadensis</i>		
Species			
Other			
Other			
White Fringetree	<i>Chionanthus virginicus</i>		
Korean Dogwood	<i>Cornus kousa</i>		
Japanese Cedar	<i>Cryptomeria japonica</i>		
Witch-hazel spp.	<i>Hammamelis spp.</i>		
Foster's Holly	<i>Ilex X attenuata</i>		
'Fosteri'			
Nellie R Stevens Holly	<i>Ilex X Nellie R Stevens</i>		
American Holly	<i>Ilex opoca</i>		
Eastern red cedar	<i>Juniperus virginiana</i>		
Brode			
Other tree form			
Crapemyrtle	<i>Lagerstroemia indica</i>		
Southern Magnolia	<i>Magnolia gandiflora</i>		
'DD Blanchard'			
Other			
Magnolia spp.	<i>Magnolia spp.</i>		
'Anne'			
'Jane'			
'Waterlily'			
Other			
Sweetbay Magnolia	<i>Magnolia virginiana</i>		
'Moonglow'			
Other			
Norway Spruce	<i>Picea abies</i>		
Eastern Arborvitae	<i>Thuja occidentalis</i>		
'Emerald Green'			
'Nigra'			
Other			
Eastern Arborvitae	<i>Thuja plicata</i>		
'Green Giant'			
Other			
Viburnum spp.	<i>Viburnum spp.</i>		
Other			
Other			
Other			

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Business License Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
(By)

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

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

\_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
5. The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

## Iran Divestment Act

### Certification of Noninclusion

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

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

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

NOTARY PUBLIC:

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

My commission expires: \_\_\_\_\_

## Diversity Business Enterprise Program (DBE) PROGRAM

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

The City of Knoxville's Fiscal Year 2022 goal is to conduct 4.3% of its business with minority owned businesses, 10.7% of its business with women-owned businesses, and 37.1% with small businesses.

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

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

### CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Project Name)

\$ \_\_\_\_\_  
(Amount of Bid)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

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

\$ \_\_\_\_\_  
Estimated Amount of Subcontracted Service

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

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

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

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_