



CITY OF KNOXVILLE
 OFFICE OF THE PURCHASING AGENT
 P.O. BOX 1631
 400 MAIN ST., ROOM 667
 KNOXVILLE, TN 37901

SEALED BID

THIS IS NOT AN ORDER

DATE: 03/05/2019 PAGE 1 Of 1

DOCUMENT NUMBER: **580672**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE BIDDING. BID ON THIS FORM ONLY. BID PRICE ON ITEMS LISTED OR EQUAL. NO BID RECEIVED AFTER CLOSING HOUR WILL BE ACCEPTED.

****ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE ****

Merchandise to be delivered to : City of Knoxville-Light Equip. Shop
 3409 Vice Mayor Jack Sharp Road
 Knoxville TN 37914

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 03/20/2019 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **POLICE MOTORCYCLES**

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Four (4) completely upfit 2019 Harley-Davidson police motorcycles, per attached bid specifications.					

IMPORTANT - State Merchandise

Delivery Date Here: _____

Buyer Name: Tucker, James
 Phone: 865-215-2064
 Fax: (865) 215-2277
 Email: jttucker@knoxvilletn.gov

 (Company Name)

 (Authorized Signature)

 (Print Signed Name)

 (Phone Number)

 (Email Address)

2019 Harley Police Motorcycles

The intent of these specifications are to purchase four (4) 2019 Harley-Davidson® FLHTP Electra Glide Police Motorcycles totally upfitted with the requested emergency equipment and features. Price shall include delivery, motorcycle and all listed additional equipment. Motorcycles are to be delivered to the City Fleet Light Shop Garage at 3409 Vice Mayor Jack Sharp Rd., Knoxville, TN once fully equipped.

There are no substitutions for requested motorcycle and listed equipment.

****Please state if a 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional vehicles.**

_____ YES

_____ NO

2019 Harley-Davidson® FLHTP Electra Glide® Police

QUANTITY: FOUR (4)

Color Scheme: Blue Pearl/Brilliant Silver

SCOPE OF SPECIFICATIONS: These specifications describe the mechanical and comfort requirements for the FLHTP solo certified law enforcement motorcycles to be used by the Knoxville Police Department. All of the standard model features are to be included, even if not specifically mentioned below.

1. SPECIFICATIONS

All proposed FLHTP motorcycles to be in full compliance as follows:

A. Engine

Piston displacement of not less than 1868cc Milwaukee-Eight™ 114 cubic inch, pushrod-operated, overhead valves with hydraulic, self-adjusting lifters, four valves per cylinder and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

- Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- Compression ratio: 10.5: 1
- Electronic Sequential Port Fuel Injection System (ESPFI)
- Single Cam design
- Hydraulic Lifters requiring no maintenance service adjustments
- Air and Oil cooled
- Fan-assisted oil cooler

2019 Harley Police Motorcycles

B. Clutch / Transmission

- Clutch shall be of the latest assist and slip ten (10) plate design, wet.
- Hydraulically Actuated Clutch system
- Transmission to be of latest design, manual type, with not less than six (6) forward speeds.
- Clutch disengage for starter motor operation
- Primary Drive, double-row chain, 34/46 ratio.
- Greaseless shifter shaft with “anti-vibration” rubber spacers.

C. Brakes

- Reflex™ Linked Braking with ABS, linking disengages below 25 mph
- Hydraulic Disc brakes for both front and rear wheels
- Front brakes having dual 11.81-inch diameter floating discs
- Rear brake having a single disc.
- Brakes shall be relatively free of heat fade
- Calipers-4 Piston
- Uniform Expanding Rear Rotor

D. Suspension

- Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.
- Front suspension uses Showa® Dual Bending Valve (SDBV™) technology and gives you 117 mm of travel; improved damping performance over the range of suspension travel
- Hand-adjustable emulsion rear shocks provide 15-30% more preload adjustment and adjust with the turn of a single knob, no tools required; improved damping performance over the range of suspension travel
- 49 mm telescopic front forks.
- Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

E. Wheels / Tires

- Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.
- Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement.
- Bead-retention tires designed to remain on wheel during sudden loss of pressure.
- Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).

F. Fuel Tank

- Fuel tank to have a capacity of 6 U.S. gallons (22.71 liters). Must provide a minimum of 1 gallon reserve fuel capacity when main supply is exhausted.
- Electric fuel pump.

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

- Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.
- Ignition. Non-waste spark, alpha control.
- Charging System. Three-phase, 48-amp high output alternator producing 28 amps at idle, solid state regulator.
- Connectors. Industrial grade throughout, provided with electrical accessory connection.
- Hand Controls. Water-resistant, integrated switches.
- Starting System. 12-volt starter, solenoid operated engagement, relay required.
- Horn. Sound level audible above motorcycle and traffic-generated noise.

H. Standard Lighting

- Daymaker™ LED Headlight
- Front Emergency Lamps PAR-36, one red and one blue (incandescent).
- Tail light.
- Turn Signals, self-canceling system.
- Flashers, four-way, with independent switch.
- License plate lighting with two blue marker lamps.

I. Visual Displays

- Speedometer. Analog & Digital speedometer, range 0-120mph (or kph equivalent),
- (2) re-settable trip meters.
- Speed Capture with Digital Speed Display
- Gear Indicator
- Odometer. Calibrated, cumulative.
- Tachometer. Analog.
- Fuel level and Voltmeter gauge.
- Emergency Light Activation Indicators, separate indicators for front/rear emergency lights.
- Stealth Mode indicator-if activated
- Cruise Control indicator
- Sight glass on brake master cylinders.
- Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit.
- Turn Signal Indicators and Hazard-Warning Lights Indicator
- Neutral Indicator
- High beam Indicator
- Low Oil pressure Indicator and Engine diagnostic light
- ABS indicator lamp
- Security Lamp (if equipped with optional security system)

J. Feature Requirements

- Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system.
- Cruise Control-OE standard
- Stealth Mode-optional activation
- Push to Talk Switch-requires other police radio equipment not supplied by H-D
- Power ON for emergency equipment for 30 minutes with ignition OFF
- Analog and Digital Speed Display with Speed Capture feature
- Gear Indicator
- Side Stand. Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed.
- Foot Boards. pivoting type with non-skid rubber pads.
- Guards. Front engine guard bar and rear saddlebag guard bars.
- Saddlebags. Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches.
- Final belt drive, with a rubber isolated 68 tooth rear drive sprocket.
- Chrome, two into one into two exhaust system
- Windshield. Constructed of clear polycarbonate, designed to break away with minimal force.
- Mirrors. Two (2) long stem true image mirrors.
- Key. One key fits all locks.
- Wheelbase. 64 inches (1625 mm).
- Laden Seat Height. 27.3 inches (695 mm)
- Gross Vehicle Weight Rating. 1360 lbs. (617 kg.)
- Dry Weight. 809 lbs. (367 kg.)
- Running Order. 845 lbs. (384 kg.)
- Service Intervals. 1st 1000 miles and then every 5000 miles thereafter.
- Warranty. 24 months, unlimited mileage.
- **HEATED GRIPS** are required.

2019 Harley Police Motorcycles

2. ADDITIONAL

The following equipment is to be included and installed prior to delivery:

Note – part numbers are Harley specific unless otherwise noted (no substitutions are allowed)..

54180-10..... POLICE TOUR-PAK – BLACK – FOR LED's (excludes aux. battery and LED lights)
 68000137 WIRING ADAPTOR KIT (Required for fitment of Tour-Paks on MY2014 & Later FL's)
 53196-09..... ADAPTOR PLATE (Required for fitment of Tour-Paks on MY2009 and Later FL's)
 53194-07..... BARREL LOCK ASSM. (to "key alike" motorcycle-key code required)
 69941-10..... (3) TOUR-PAK, LED LIGHT – Split RED-BLUE w/clear lens
 72641-10..... (3) LED LIGHT CHROME TRIM RING (Optional) pricing is for an individual unit
 69705-10..... RUN/BRAKE/TURN SIGNAL LED LIGHT W/CLEAR LENS
 56000001 RED-BLUE POLICE MIRROR LED LIGHT KIT (1 RED AND 1 BLUE)
 69200206 Y-ADAPTOR INTERFACE (for use with H-D PnA Front PAR 36 LED and Engine Guard Kits)
 69250-04A.... FRONT LAMP, PAR 36, LED LIGHT KIT – (1) RED & (1) BLUE EXTENDED LENS
 69251-04..... ENGINE GUARD LED LIGHT KIT – (1) RED and (1) BLUE
 69000057 EMERGENCY RESPONSE KIT (MY2014 and later)
 67700222 EMERGENCY HEADLIGHT w/STROBES KIT MY2014 and later (PD letter or PO required)
 90200561 SADDLEBAG GUARD RAILS-FL POLICE (MY2014-present)
 58002-09A.... AIR DEFLECTORS-MID FRAME (MY2009 to present)..(does not work with COOLFLOW Fan kits)
 93300060 BAG & WATER BOTTLE HOLDER-SADDLEBAG GUARD RIGHT SIDE (MY2014 and later)
 55800591..... EXTENDED HANDLEBARS
 69200034 SWITCH WIRE EXTENSION KIT 12"
 1610-0478.....(DRAG SPECIALTY PART NUMBER) EXTENDED REAR BRAKE PEDAL
 69200921 FAIRING POWER EXTENSION
 53194-07 CHOPPED TOURPAK LOCK KIT
 65989-97D BATTERY, 17.5 AH/SEALED

Upper lights for the bike front fairing shall be provided by the City and are to be installed by winning bidder.

Note: Only Fleet representative is authorized to make any changes/modifications to motorcycles during upfit.

**CITY OF KNOXVILLE
INVITATION TO BID**

Police Motorcycles

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on March 20, 2019, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

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

INVITATION TO BID – INSTRUCTIONS AND CONDITIONS

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until March 20, **2019 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.
4. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Police Motorcycles."
5. **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.

6. **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.
7. 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.
8. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
9. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
10. **Bid submissions from un-registered bidders may be rejected.**
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. State makes or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
13. 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.
14. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
15. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen (15) days from the date of bid opening, same will be disposed of in a manner deemed to be in the best interest of the City. Items shipped as a result of an Agreement to purchase (Purchase Order) must match the sample provided with Vendor's bid submission. The City of Knoxville will be the sole judge as to whether or not the shipped items match said supplied sample, and the City's decision will be final. Should shipped items not, in the City's judgment, be as represented by the sample provided, Vendor shall pay the City in full for all costs associated with returning shipped items to the Vendor. No restocking fee or other fees will be assessed against the City of Knoxville.
16. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.

17. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
18. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
19. 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.
20. Bidders must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
21. 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.
22. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **James Tucker, Senior Buyer** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to him at jtucker@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/purchasing. 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.
23. 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.
24. 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.
25. 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 Non-inclusion form may be found in this solicitation

document.

26. 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.

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications for the "Police Motorcycles" to open on March 20, 2019 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the motorcycles as specified:

Total price (includes delivery): \$ _____/ea

GUARANTEE of delivery no later than _____ days after receiving an order.
(Bidder must initial) _____

Firm Name: _____

Official Address: _____

(By) _____ (Name Typed)

(Title)

Date _____

Terms _____

Email address _____

Telephone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

- (1) He is owner, partner, officer, representative, or agent of _____ , the Bidder that has submitted the attached Bid;
- (2) He 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 _____, 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

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 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with women-owned businesses, and 45.5% 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.

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: _____

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.