



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: 09/18/2020

DOCUMENT NUMBER: **659688**

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 : Department of Engineering Sign Shop  
1025 Elm Street  
Attn: Bryan Gilbert  
Knoxville TN 37921

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,  
until 10/02/2020 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **CONFLICT MONITOR TESTER**

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	One-time Purchase of Two (2) Malfunction Management Certification and Testing Units per attached specifications.					

**IMPORTANT - State Merchandise**

Delivery Date Here: \_\_\_\_\_

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Signed Name)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email Address)

**In addition to submission procedures listed within this solicitation document, the City provides the option of electronic submission. To submit your proposal/bid electronically, please follow the detailed instructions below.**

**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](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 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 October 2, **2020**.

To submit electronic file:

Visit the procurement website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids)

Click "Conflict Monitor Tester"

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 must submit additional files)

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

Example: BobsBurgers-AVSystemKFD.pdf

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

## AUTOMATED CONFLICT MONITOR TESTER

1. The Tester shall be capable of automated testing of Conflict Monitor Units (CMU/MMU) as defined by NEMA TS1, NEMA TS2, FHWA/CalTrans System 170, and ODOT/TXDOT 2070 Standards. The Tester shall include all required hardware and software to perform testing of CMU/MMUs when the proper cables are provided. Cables to be provided with this Tester are specified in Section 2.
2. The Tester shall include Tester-to-CMU/MMU cables for the following CMU/MMU types. *Cables from older models of CMU/MMU testers will NOT work with the PCMT 8000.* (Please note that some cables will test multiple CMU/MMU types)
  - a. NEMA TS1: 3, 6, 12, or 18 channel configurations
  - b. NEMA TS2: 16 channel (All MMU's **EXCEPT** Rack Mount 16 Channel MMUs such as the Safetran brand MMU16LEiP model); 16 channel Rack Mount (Will **ONLY** test Rack Mount 16 Channel MMUs such as the Safetran brand MMU16LEiP model); 8-channel (MMU-8RM)
  - c. System 170: 16/18 channel (Will also test monitors with the LA or NC modification) 208 Ramp Monitor
  - d. System 2070: 16/18 channel
3. The supervisory software running on the PC shall provide the user interface for the Tester, allowing test setup, data entry, test report storage, retrieval, and review. The supervisory software shall automatically sequence the Tester through the selected tests, accumulate results and assemble the test report. The testing process shall proceed automatically after the initial test setup. Visual confirmation of the CMU/MMU indicators may be required at the end of the test if applicable. The user interface shall provide for selection of CMU/MMU standard, CMU/MMU type, manufacturer, model, and other information pertinent to the test via menus that list the available options for each selection. The supervisory software shall automatically sense the PC port used by the Tester hardware.
4. The test report may be saved on the PC that is running the software as an Adobe Acrobat PDF file at the conclusion of the test sequence. The PDF file can be viewed and printed using any of the commonly available PDF Viewers that are part of a web browser or are available for free download. (I.e. Adobe Reader, foxit reader, sumatra)
5. The available test modes shall include Certification testing, diagnostic testing, Single and Multiple-lap testing. Diagnostic test groups shall include System/Timing tests, Conflict/Voltage tests, and Optional tests.
6. The Tester shall utilize the "window" testing method to determine that the voltage thresholds of the CMU/MMU under test conform to the applicable Standards. "Window" testing is defined as providing test conditions to the CMU/MMU that lie outside of the voltage threshold ranges defined by the standard. The Tester shall provide test voltages which are less than and greater than the proper voltage threshold limits, and determine if the CMU/MMU under test is in compliance with the appropriate standard.
7. The Tester shall be packaged in a 3U rack mount chassis. The dimensions are 19"(W) x 14.5"(D) x 5.25"(H).
8. The tester shall be powered with 120VAC/60Hz.
9. An optional Tester carrying case may be provided for CMU/MMU field-testing.
10. Tester supervisory software shall be capable of creating and storing a test report detailing the nature and number of tests applied to the monitor. The test report shall include; the start/stop time and date of the test, a listing of each test performed and the test result (PASS, FAIL). The report shall include operator-entered text for the name of the jurisdiction, agency, or firm that is responsible for the testing; the CMU/MMU under test by Manufacturer, Model, and Serial Number; the person performing the test, and the location where the tests were performed. Additional text fields for Device ID (30 characters), and comments or notes (110 characters) will be available. The test report shall form a self-sufficient, easily understood document that can be interpreted without the use of separate instruction sets or code explanation tables.
11. Multiple testers running simultaneous but independent tests can be controlled by one computer.

12. During actual testing, the controlling PC's display shall show the following information pertinent to the test in progress:
  - a. The monitor standard being used as the test basis.
  - b. The make, model, type, and serial number of monitor being tested.
  - c. The date and time of the beginning of the test.
  - d. The Tester serial number and firmware version number.
  - e. The test results of completed tests and title of the current test.
  - f. The number of laps completed in the continuous testing mode.
  - g. The number of tests failed.
13. The Tester shall perform the following pre-testing measures:
  - a. Voltage self-test and timing self-test of the Tester to assure the accuracy of the test conditions and response measurement.
  - b. Pre-test the CMU/MMU for the presence of incorrect return voltages that could damage the Tester.
  - c. If these tests are not passed, the Tester shall alert the operator and halt the testing process.
14. The Tester shall include a Getting Started Guide describing all steps in the setup of the Tester as well as unlimited telephone technical support for the purchasing agency or firm.
15. The Tester shall provide extensive on-screen prompting and Help files.
16. The purchaser's interest in the Tester shall be protected by a one-year limited warranty on parts and labor. The continuing utility of the Tester shall be further protected by the availability of repair, update, calibration, and extended warranty services from the manufacturer.
17. Software and Firmware updates for the tester shall be made available to download at no charge from the Internet, USB, or disk.

**CITY OF KNOXVILLE  
INVITATION TO BID**

Conflict Monitor Tester

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 Street; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on October 2, 2020, 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 Street; Knoxville, Tennessee 37902 until October 2, **2020 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: "Conflict Monitor Tester."
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 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).
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](mailto: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](http://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 "Conflict Monitor Tester" to open on October 2, 2020 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the items requested as specified.

Total price (includes shipping): \_\_\_\_\_

GUARANTEE the items to be delivered no later than \_\_\_\_\_ days after receiving the 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](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106,%20Iran%20Divestment%20Act%20updated%207.7.17.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.