

---

**INVITATION TO BID**

---

**BUS TRANSIT FACILITY AUTOMATED GATING SYSTEM**

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 **December 15, 2021** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

**All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof and must have a Building Construction (BC) classification or Sub-Classifications BC-B (Commercial), BC-B(sm) (Small Commercial) or BC-C (Industrial) Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the sealed envelope containing the bid if submitting a hard copy, or included with the bid documents if submitting online.**

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

Topic: ITB - Bus Transit Facility Automated Gating System  
Time: Dec 15, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85052823213?pwd=aENZV3NTZTI0WnRmbTY3dTdla3VWZz09>

Meeting ID: 850 5282 3213

Passcode: 319692

One tap mobile

+13017158592,,85052823213#,,,,\*319692# US (Washington DC)

+13126266799,,85052823213#,,,,\*319692# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 850 5282 3213

Passcode: 319692

Find your local number: <https://us02web.zoom.us/j/kcqECQfGgG>

**Pre-Bid Meeting:**

**Important Note:** A pre-bid meeting will be held on **December 7th, 2021 at 10:00am Eastern Time** within the Knoxville Station Transit Center Community Room. Parking is available at the Civic Coliseum parking garage directly across Hall of Fame Drive from the transit center.

## Scope of Work:

The City of Knoxville is requesting bids from responsive and responsible firms for a turn-key automated security gating system for Knoxville Area Transit's Operations and Maintenance facility and Transit Center. The gating system must be heavy duty in construction and designed for high-use, rapid cycle for controlled access of vehicles for both facilities. An option must also be offered to provide automated controlled access for employee walk-through traffic (pedestrian gates) at the Magnolia Operations and Maintenance facility and an option for controlled employee automobile access within an employee parking lot also at the Magnolia facility.

**NOTE: Funding for this procurement has been provided to the City of Knoxville through a grant from the Federal Transit Administration (FTA). Bidders must agree to the federal clauses listed within this document to include but not limited to Buy America. Bids submitted without a properly signed Buy America certificate will be deemed non-responsive. Contract award and all purchases related to this Invitation to Bid are subject to availability of funds.**

The City intends to award a contract to the responsive, responsible bidder who meets the technical specifications at the lowest price.

## Background:

Knoxville Area Transit (KAT) provides bus transit service as a division of the City of Knoxville. Currently KAT operates sixty-nine (69) heavy-duty transit buses, eighteen (18) cutaway vans, eight (8) Ford Transit vans and fourteen (14) support vehicles. KAT staff operates from two facilities – Knoxville Station Transit Center at 301 E. Church Avenue and the Operations and Maintenance Facility at 1135 E. Magnolia Avenue (Magnolia Facility). Note the Magnolia Facility consists of an administrative and maintenance building with limited vehicle parking and a bus lot with vehicle service building across East 5th Avenue. During the transit day (5:30 am to 12:30 am) vehicles operate on Knoxville city streets with frequent stops at the transit center and Magnolia facility. Both facilities are fenced and contain in existing inoperative vehicle gate system. Electrical power infrastructure is present at each vehicle gate. The Magnolia facility also has several manually operated pedestrian gates. Additionally, one Magnolia facility employee parking lot has chain linked fencing but no gating. The awarded contractor will provide automated security gating as a replacement for existing gates; no new gate locations are being added to either facility with exception of the Magnolia facility employee parking lot if funding allows that option to be included with the project. Bids must consider removal and disposal of the old vehicle gate system, installation of the new system, warranty claim system, and maintenance training and repair parts information for the Public Building Authority (PBA) who will maintain the automated gating system beyond the warranty period.

## Specifications:

The awarded contractor must provide a turn-key security gating system for the base gating system and chosen options. The gating system will consist of heavy-duty, high traffic use, rapid cycle automated vehicle gates and optional employee pedestrian gates as described below. The contractor must provide all equipment, materials and labor for removal and disposal of existing gates, installation of gating described within the technical specifications, extension and/or length adjustments of existing chain-link fencing where required, installation and connection of required electrical service, installation of vehicle and optional employee pedestrian and employee parking lot gate activation devices, gate system programming, and installation of a remote means to open specified gates from two offices.

The awarded contractor's bid must provide a written gate by gate synopsis of equipment to be installed, list of modifications to be made to existing fencing, electrical changes (low/high voltage) and a drawing of wiring/cabling path(s). Bidders must coordinate with the Public Building Authority who will provide the means of access control through existing employee badges as provided below.

The base gating system consists of automated transit bus vehicle gating for the Magnolia Facility and Transit Center. Refer to Figure 1 for Magnolia Facility gating. Additionally, if funding allows, optional gating systems may be included for the Magnolia Facility employee parking lot and pedestrian security gating for employee access. Existing bus vehicle gates and chain-linked fencing are eight (8) feet in height. All vehicle automated gates must comply with ASTM F2200 and UL325 standards. Also, all gates must contain a reversing edge to prevent accidental gate closing on a person or vehicle. The Contractor shall integrate with existing RFID technology installed on all transit system vehicles for entrance activation at the Transit Center and activation of specified gates at the Magnolia Facility as depicted below and in figure 1.

### **Magnolia Facility Vehicle Gate 1**

- The gate system shall be aluminum box-frame cantilever gate with center-beam drive designed for industrial, continuous duty/high volume use.
- The cantilever gate shall be single gate design with center-aluminum beam drive and 9-gauge chain-link infill.
- Gate center-beam drive system shall utilize variable speed drive motors to minimize component wear resulting from shock stress of starting and stopping.
- Ground track gate systems are not acceptable.
- The gate system shall open and close at a minimum rate of two (2) feet per second.
- The gate shall accommodate the existing drive-through width opening of 34 feet (+/- nominal).
- Primary activation for entering shall be as follows:
  - Portable remote-control device.
  - Remote opening control located in Dispatch and Shop Office.
- Primary activation for exiting shall be vehicle detector loop.
- Gates shall be designed to automatically close once the vehicle has safely cleared the gate area.
- Reversing edge required.
- The gate must contain an external manual override feature as an alternate means to manually open gates during periods of extended power loss, component failure, or for operational needs.
- The gate, when closed, shall allow for no more than four (4) inches vertical clearance from the drive surface to the bottom edge of gate.
- This gate system requires installation of a concrete channel for the gate to travel and reside within when the gate is opened.

### **Magnolia Facility Vehicle Gates 2 and 3**

- The gate system shall be aluminum box-frame cantilever gate system with center-beam drive designed for industrial, continuous duty/high volume use. Each gate opening/activation can average 200 cycles per day, 361 days per year.
- Ground track gate systems are not acceptable.
- Each cantilever gate shall be **double gate design (two opposing gate systems)**, 9-gauge chain-link infill, with center latch ground plate where the two gates come together when closed.
- Each double gate system shall accommodate the existing drive-through width openings as follows:
  - Gate 2 opening = 39 feet (+/- nominal)
  - Gate 3 opening = 38 feet (+/- nominal)
- Each individual gate system shall open and close at a minimum rate of two (2) feet per second which, when combined as opposing gates, will enable a minimum gate opening and closing rate of four (4) feet per second.
- Gate center-beam drive system shall utilize variable speed drive motors to minimize component wear resulting from shock stress of starting and stopping.
- Primary activation for **entering** gated vehicle areas shall be as follows.
  - Gate 2 – Remote opening controls located in Dispatch and Shop Office.
  - Gate 3 – Integrated RFID technology.
- Primary activation for **exiting** gated vehicle areas shall be vehicle detector loop.

- Gates shall be designed to automatically close once the vehicle has safely cleared the gate area.
- Reversing edge required.
- The gates must contain an external manual override feature as an alternate means to manually open gates during periods of extended power loss, component failure, or for operational needs.
- Each gate, when closed, shall allow for no more than four (4) inches vertical clearance from the drive surface to the bottom edge of gate.
- These gates require installation of a concrete channel for the gate to travel and reside within when each gate is opened.

### **Magnolia Facility Vehicle Gates 4 and 5**

- The gate system shall be aluminum box-frame cantilever gate system with center-beam drive designed for industrial, continuous duty/high volume use.
- Each cantilever gate shall be single gate design with center-aluminum beam drive and 9-gauge chain-link infill.
- Ground track gate systems are not acceptable.
- Gate center-beam drive system shall utilize variable speed drive motors to minimize component wear resulting from shock stress of starting and stopping.
- The gate system shall open and close at a minimum rate of two (2) feet per second.
- Each gate shall accommodate the existing drive-through width openings as follows:
  - Gate 4 = 39 feet.
  - Gate 5 = 28 feet.
- Activation for **entering** gated vehicle areas are as follows.
  - Gate 4 – Integrated RFID technology and remote opening controls located in Dispatch and Shop Office.
  - Gate 5 – Remote opening controls located in Dispatch and Shop Office.
  - Gates 4 & 5 – Simultaneous opening of both gates via portable remote control device.
- Primary activation for **exiting** gated vehicle areas shall be vehicle detector loop.
- Gates shall be designed to automatically close once the vehicle has safely cleared the gate area.
- Reversing edge required.
- The gates must contain an external manual override feature as an alternate means to manually open gates during periods of extended power loss, component failure, or operational needs.
- Each gate, when closed, shall allow for no more than four (4) inches vertical clearance from the drive surface to the bottom edge of gate.
- These gates require installation of a concrete channel for the gate to travel and reside within when each gate is opened. Gate 4 contains a concrete channel but the Contractor may need to make modifications to ensure the gate meets the vertical clearance requirement when closed.

### **Office remote access**

- As mentioned above, both dispatch and shop office shall be provided a means to enable an employee to activate (open) gates 1, 2, 4, and 5 independently from each other without requiring the employee to leave the office.

### **Transit Center Vehicle Gates**

- This requires replacement of two existing double-bar barrier system vehicle gates at Knoxville Station Transit Center.
- Gates must be designed to accommodate drive-through widths of 30 feet (+/- nominal).
- The double-bar barrier system must be designed for continuous duty, high-volume use. Each gate opening/activation can average 1000 times per day, 365 days per year.
- The primary means of vehicle **entry** activation shall be integrated RFID technology. Alternate means of entry activation will be portable remote control device to be provided PBA Security.
- Primary activation for **exiting** shall be vehicle detector loop.

- Gates shall also have a means to manually lock open each gate during periods of extended power loss or component failure.

### **Vehicle Integrated RFID Technology**

- All transit system vehicles contain JX55 data loggers previously provided by S&A Systems for the recently installed FleetWatch® fuel management system. These devices currently enable the fuel management system to detect an authorized vehicle is present at facility fueling equipment. These devices are designed to integrate with gate opening systems.
- The awarded Contractor shall provide FR55 fixed receivers to detect presence of transit system vehicles and activate gates.
- S&A Systems contact is Don Srygley, [don.srygley@fleetwatch.com](mailto:don.srygley@fleetwatch.com), 972.722.1009 ext. 24.

### **Portable Remote-Control Devices**

- As described above, Magnolia facility gates 1, 4 and 5 require gate entry activation via a portable remote-control device. The remote device should have one button to activate gate 1 and a separate button to simultaneously activate gates 4 & 5. The intent for this requirement is to avoid all three gates from opening when pressing a single button.
- Also as described above, the Transit Center barrier gates shall have the capability of being activated by a portable remote control device. One button shall activate the Hall of Fame Drive gate and the second button shall activate the Church Street gate.
- The same remote control device shall be compatible with both the Magnolia facility and Transit Center gates.
- The Contractor shall provide thirty remote control devices to KAT.

### **OPTION ITEM 1 – Magnolia Facility Employee Parking Gate 10 and 11**

- The employee parking area gates shall provide for controlled vehicle access utilizing single bar barrier systems.
- Gating and chain-link fencing is required along a 150-foot length adjacent to an existing alley.
- The entrance gate must be located on the south-east corner of the parking lot and the exit gate must be located in-line with the parking lot's center drive lane as depicted in figure 1 below.
- The entrance gate must be recessed 17 feet (+/- nominal) to allow one automobile to approach the gate and be clear of the alley. Recessed area must be fenced with chain-linked fencing eight (8) feet in height.
- The entrance gate single bar barrier system must be activated by existing 125khz HID 26 bit RID employee identification badges. These badges and existing building access readers are based on the 26BitWiegand-1L standard. The Public Building Authority will provide and install all badge reader equipment required for gate activation. For more information contact the Public Building Authority, Gary Jones, 865.215.3973, [gjones@ktnpba.org](mailto:gjones@ktnpba.org). Alternate PBA contact is Tom Dyer, 865.215.4305, [tdyer@ktnpba.org](mailto:tdyer@ktnpba.org).
- The exit gate must be activated by a vehicle detector loop.
- Both gates must contain an override feature allowing authorized personnel to manually lock open the system barrier.

### **OPTION ITEM 2 – Pedestrian Gates 6 through 9**

- The gate system shall be an automated, continuous duty pedestrian gate system designed for high volume use. Pedestrian gates can expect an average of 200 cycles per day, 361 days per year.
- Gates 6 through 9 shall be designed to accommodate openings from 43 inches to 49 inches wide as follows:
  - Gate 6 = 43 inches wide.
  - Gate 7 = 48 inches wide.

- Gate 8 = 49 inches wide.
  - Gate 9 = 49 inches wide.
- Upon activation, the pedestrian gates must mechanically open, close once a pedestrian is safely past the gate area, and lock.
- All pedestrian gates shall be equipped with a panic bar as the primary means for exiting.
- All pedestrian gate entries are primarily to be activated through existing 125khz HID 26 bit RID employee identification badges. These badges and existing building access readers are based on the 26BitWiegand-1L standard. The Public Building Authority will provide and install all badge reader equipment required for gate activation. For more information contact the Public Building Authority, Gary Jones, 865.215.3973, [gjones@ktnpba.org](mailto:gjones@ktnpba.org). Alternate PBA contact is Tom Dyer, 865.215.4305, [tdyer@ktnpba.org](mailto:tdyer@ktnpba.org).
- All gates are to be equipped with programmable keypad backup activation and an external manual override feature to manually open gates during periods of extended power loss or component failure. The external override feature must be designed to only allow authorized employees to manually open the gates.

### **Additional Requirements**

- All units shall have electrical disconnects at each gate location.
- The awarded contractor shall provide KAT “As-Built” drawings upon completion of the project.
- The submittal shall include a letter from the gate system manufacturer stating the equipment being installed has been in successful operation/existence for a minimum of five (5) years.
- The gate system manufacturer must provide a Statement of Stability and Continuity addressing whether the company has made any plans or has any discussions of discontinuing this line of equipment offered in the proposal. Specifically, that the company plans to continue to manufacture this equipment and corresponding replacement parts for the next 10 years.
- The awarded contractor shall provide underground wiring/lines as required.
- All electrical connections and enclosures for devices shall be designed for an outdoor environment.
- The awarded contractor is responsible for providing all required electrical utility connections.
- The awarded contractor shall use ultra-violet resistant PVC schedule for conduit where permitted.
- The awarded contractor is responsible for all required permits.

### **Training**

- The awarded contractor shall provide a flash drive with all programming information to load the replacement Programmable Logic Controller (P.L.C.) should this type repair be necessary.
- The awarded contractor shall provide a minimum of two (2) copies of each of the following documents.
  - Manufacturer Preventative Maintenance Manuals.
  - Operation Manuals.
  - Electrical diagram/schematic sheets.
  - Programming instructions.
  - Parts listing with part numbers.
- The awarded contractor shall provide an operation training session for KAT personnel and a maintenance training session for the Public Building Authority (PBA) personnel upon completion of installation.

### **Maintenance Service**

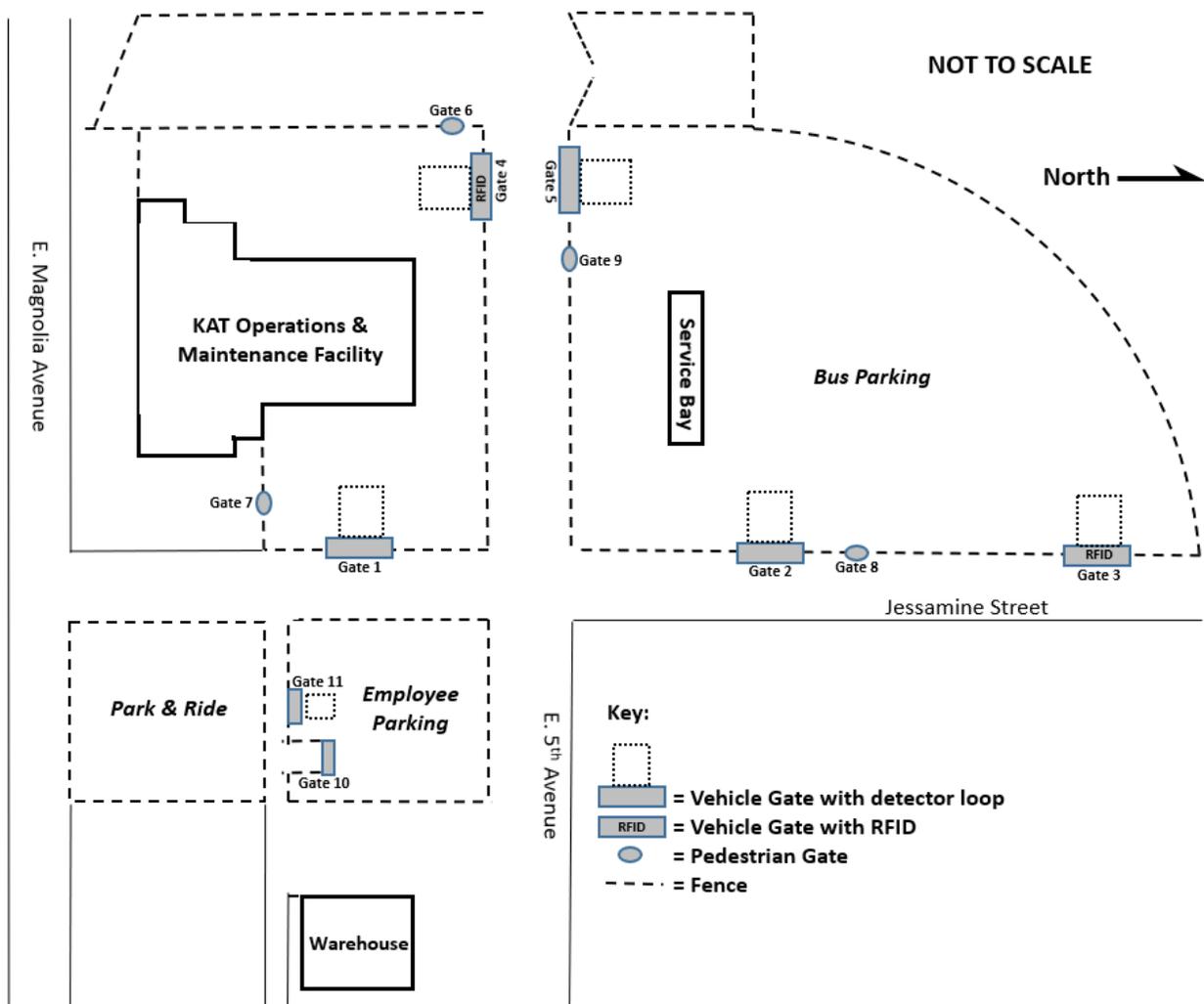
- Bid pricing shall include contractor preventative maintenance service and service call repairs for the duration of the gating system warranty period.
- Maintenance service shall include malfunction troubleshooting and repair and preventative maintenance service and inspections in compliance with the manufacturer’s recommended maintenance schedule.

- Bids shall include option pricing for annual renewals of the maintenance service agreement.
- The awarded contractor shall respond to service calls within two (2) hours and shall be on-site within four (4) hours.
- The awarded contractor must provide quick response, including overnight delivery, of repair parts to prevent unnecessary down-time.

**Warranty**

- The awarded contractor shall provide a minimum of one-year parts and labor warranty for all installed equipment with exception of wear & tear parts. Wear & tear parts shall be covered by an initial six (6) month warranty. The commencement date shall not start until KAT and PBA sign off on acceptance and completion of the project.
- Bid documents shall offer option pricing for extended three-year and/or five-year warranty covering gate system components. The term shall not commence until after the initial warranty expires and if extended warranty is accepted.

**FIGURE 1**



## Bid Submission Requirements:

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

1. Outside of the Envelope Form
2. [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.
3. Warranty Information
4. [Non-Collusion Affidavit](#)
5. [Drug Free Workplace Affidavit](#)
6. [Iran Divestment Act Certification of Non-Inclusion](#)
7. [Diversity Business Enterprise \(DBE\) Program form](#)
8. [Buy America Certification](#)
9. [Lobbying Certification](#)
10. [Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters](#)
11. [Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion--Lower Tier Covered Transactions](#)
12. [Subcontractor Information 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 **December 15, 2021**, 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: "ITB - Bus Transit Facility Automated Gating System." Each sealed envelope must bear the completed Outside of the Envelope Form which is included in the Submission Forms.
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 **December 15, 2021**, 2021. To submit electronic file: Visit the procurement website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids) Click "ITB - Bus Transit Facility Automated Gating System", 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- Bus Transit Facility Automated Gating System.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. 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.
11. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
12. 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).

13. **Bid submissions from un-registered bidders may be rejected.**
14. Payment for completed services delivered to and accepted by the City shall be at the contract price.
15. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
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 Destination unless otherwise stated in the Invitation to Bid.
19. All bids in excess of \$100,000 must be accompanied by a cashier's check or a certified check or by a surety bond in an amount equal to five (5) percent of the total annual amount as a guarantee that if the bid is accepted the required contract will be executed and payment and performance bonds (if required) furnished. Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney. Said bond or check will be returned to the unsuccessful bidder as soon as the contract has been awarded and to the successful bidder as soon as he has executed the contract and furnished any other required bonds and the contract has been executed by the City of Knoxville.
20. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Performance and Payment Bonds shall not be submitted with the bid, but shall be required of the winning bidder prior to issuance of a contract.
21. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may retain the bid bond.
22. 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.
23. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
24. 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.

25. 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.
26. 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.
27. 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 McKeehan, Assistant Purchasing Agent** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to [jmckeehan@knoxvilletn.gov](mailto:jmckeehan@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.
28. 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.
29. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a) The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
30. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Division specifying such failure.
31. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
32. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the

parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

33. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
34. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract 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.
35. 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.
36. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:
  - a. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- b. **Automobile Liability Insurance**; including vehicles owned, hired, and non-owned, with a

combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- c. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- d. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
  - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
  - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
  - If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
  - Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
  - Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

37. The successful bidder will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

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

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

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

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

### **Federal Requirements:**

No Federal Government Obligation to Third Parties. The City of Knoxville and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Knoxville, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance

provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements and Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records and Reports. The following access to records requirements apply to this Contract:**

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Knoxville and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

## **Termination.**

1. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a) The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

2. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform any of the other material provisions of the contract as determined by the City, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those terminated. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those terminated.

3. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

4. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under this contract.

**Civil Rights Requirements.** The City of Knoxville is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **Special DOL EEO Clause for Construction Projects (41 CFR 60.4)**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Veterans Employment Preference** – The contractor and sub-contractors working on a capital project funded through grants provided to the City of Knoxville from the Federal Transit Administration shall give hiring preference, to the extent practicable, to veterans (as defined in Title 5 USC section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This requirement shall not be understood, construed or enforced in any manner that would require the contractor or sub-contractor to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, and individual with a disability, or former employee.

**Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) -**

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. These requirements are in addition to all other equal opportunity employment requirements of this contract. The City of Knoxville shall make all determinations with regard to whether or not a Bidder/Offerer is in compliance with the requirements stated herein. In assessing compliance, the City of Knoxville may consider during its review of the Bidder/Offerer's submission package, the Bidder/Offerer's documented history of non-compliance with DBE requirements on previous contracts with the City of Knoxville.

2. A separate contract goal has not been established for this procurement.

3. The prime contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Knoxville deems appropriate, which may include, but is not limited to:

a. Withholding progress payments;

- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible. (49 CFR 26.13(b)).

4. Each subcontract the contractor signs with a subcontractor must include the assurance in the subparagraph above (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

5. All bidders/proposers are required to submit the Subcontractor Information Form below for all subcontractors, both DBE and non-DBE.

6. The contractor is required to pay all of its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Knoxville. Delays in payment must be approved in writing by the City of Knoxville. In addition, the contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the City's payment of retainage to the prime. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City of Knoxville. This clause applies to both DBE and non-DBE subcontractors.

7. The contractor must promptly notify the City of Knoxville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Knoxville.

8. The City of Knoxville encourages all prime contractors to make reasonable efforts to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within the community. (49 CFR 26.27)

**Incorporation of Federal Transit Administration (FTA) Terms** - Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Knoxville requests, which would cause the City of Knoxville to be in violation of the FTA terms and conditions.

#### **Government-Wide Debarment and Suspension.**

1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;

- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Knoxville. If it is later determined by the City of Knoxville that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Knoxville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Buy America**

1. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

2. A bidder or offeror must submit to the City of Knoxville the appropriate Buy America certification (below) with all bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

#### **Breaches and Dispute Resolution.**

1. The City of Knoxville shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

2. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City of Knoxville shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.

3. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with thirty (30) days written notice that the City considers that such a breach has occurred

and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

4. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Purchasing Agent. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Agent. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Agent shall be binding upon the Contractor and the Contractor shall abide by the decision.

5. Performance during Dispute. Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

6. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7. Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Tennessee, County of Knox.

8. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Knoxville or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Lobbying Restrictions.** Contractors who apply or bid for a contract or subcontract award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air and Clean Water Act Requirements.

The contractor and their subcontractors awarded contracts exceeding \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution control Act.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**Cargo Preference Requirements.** For equipment, materials, or commodities which may be transported by ocean vessels, the contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Fly America Requirements.**

1. Definitions. As used in this clause:

- a. "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- b. "United States" means the 50 States, the District of Columbia, and outlying areas.
- c. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers  
(For International Air Transportation of Personnel or Property)

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

---

(End of statement)

5. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

#### **Davis-Bacon and Copeland Anti-Kickback Act Requirements**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by City of Knoxville when utilizing federal funds, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **Contract Work Hours and Safety Standards Act Requirements (Construction).**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**Energy Conservation Requirements (49 CFR Part 622, subpart C)** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **Safe Operation of Motor Vehicles**

1. Seat belt use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

2. Distracted driving – The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Americans with Disabilities Act (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 49 USC 5301(d))**— The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 USC §12101, et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

**Notification to FTA** – If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the City, the FTA Chief Counsel, and FTA Regional Counsel for the Region where the City is located. The Contractor must also include a similar notification requirement in all third-party agreements and require each third-party participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.200.

### **Wage Determination**

"General Decision Number: TN20210092 01/01/2021

Superseded General Decision Number: TN20200092

State: Tennessee

Construction Type: Building

County: Knox County in Tennessee.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this

EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date		
0	01/01/2021		
BOIL0453-003 03/01/2018			
	Rates	Fringes	
BOILERMAKER.....	\$ 30.07	21.61	
-----			
* BRTN0005-006 05/01/2020			
	Rates	Fringes	
BRICKLAYER.....	\$ 29.04	2.65	
-----			
ELEC0760-007 06/01/2020			
	Rates	Fringes	
ELECTRICIAN (Including Alarm Installation).....	\$ 26.87	12.05	
-----			
* IRON0384-005 05/01/2020			
	Rates	Fringes	
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 28.73	15.36	
-----			
PLUM0102-004 05/01/2020			
	Rates	Fringes	
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 30.77	14.40	
-----			
SUTN2009-091 09/21/2009			
	Rates	Fringes	
CARPENTER, Includes Drywall Hanging (Excludes Cabinet Installation, and Scaffold Building).....	\$ 14.79	0.25	
DRYWALL FINISHER/TAPER....	\$ 14.09	0.24	
GLAZIER.....	\$ 14.89	2.69	

HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 12.75	1.49
LABORER: Common or General.....	\$ 12.62	2.45
LABORER: Mason Tender - Brick....	\$ 12.74	0.00
LABORER: Roof Tearoff.....	\$ 9.75	0.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.05	0.00
OPERATOR: Mechanic.....	\$ 18.33	3.67
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.50	0.00
OPERATOR: Roller.....	\$ 13.98	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 18.73	4.23
ROOFER: Built up Roof.....	\$ 12.74	0.00
ROOFER: Rubber Roof.....	\$ 16.82	4.77
ROOFER: Single Ply Roof.....	\$ 16.50	0.32
SHEET METAL WORKER. Includes HVAC Duct and Metal Roof Installation (Excludes Siding/Wall Panel Installation on Metal Buildings.....	\$ 14.88	1.48
TILE FINISHER.....	\$ 10.00	0.74
TRUCK DRIVER, Includes Dump Truck, Material Truck and Pickup Truck.....	\$ 12.56	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is

a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## Submission Forms



CITY OF KNOXVILLE

**BID DOCUMENTS FOR**

**Name of Project:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Bid Date & Time:** \_\_\_\_\_

---

**BIDDER IDENTIFICATION:**

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

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

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_ License Limit: \_\_\_\_\_

**SUBCONTRACTORS:**

• Plumbing (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

• HVAC (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

• Electrical (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

• Masonry (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

\_\_\_\_\_ has complied with the instructions to bidders and has fully completed all bid forms without any qualifying statement.



# CITY OF KNOXVILLE

## Bid Form

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

Having carefully examined the specifications entitled "ITB - Bus Transit Facility Automated Gating System" to open on **December 15, 2021**, 2021, at 11:00:00 a.m. and the other Contract Documents and addenda, we hereby propose to provide the services as described herein for the following sum. All prices include shipping, permitting, materials, equipment and labor.

**Price for Base Project:**  
(Magnolia Facility & Transit Center Vehicle Gating) \$ \_\_\_\_\_

**Price for Option Item 1:**  
(Magnolia Facility Employee Parking Lot) \$ \_\_\_\_\_

**Price for Option Item 2:**  
(Magnolia Facility Pedestrian Gating) \$ \_\_\_\_\_

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

DUNS #: \_\_\_\_\_ Business License Expiration Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

Gross Annual Receipts (Check One):

- < \$500,000K       \$500,000 - \$1,000,000       \$1,000,000 - \$2,000,000
- \$2,000,000 – \$5,000,000       \$5,000,000 – \$10,000,000       > \$10,000,000

## 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 \_\_\_\_\_

**Drug-Free Workplace Affidavit**

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

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

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

- (1) He/She is a principal officer of \_\_, the firm that has submitted the attached Proposal, his or her title being \_\_\_\_\_ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

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

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

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

Title \_\_\_\_\_

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 2021 goal is to conduct 5.35% of its business with minority owned businesses, 9.5% of its business with women-owned businesses, and 38.4% 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: \_\_\_\_\_

## Buy America Certification

### Certification requirement for procurement of steel, iron, or manufactured products:

#### Certificate of Compliance with 49 U.S.C. 5323(j)(1):

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

#### Certificate of Non-Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

**Lobbying Certification**  
**(APPENDIX A, 49 CFR PART 20)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000):

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

The Primary Participant/Contractor, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. If the primary participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT/CONTRACTOR \_\_\_\_\_  
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF  
THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS  
THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE  
THERE TO.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

## Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion--Lower Tier Covered Transactions

(This form is for Sub-Contractors)

The potential lower tier participant \_\_\_\_\_ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the potential lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature/Authorized Certifying Official Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Applicant/Organization

\_\_\_\_\_  
Date Signed

## Subcontractor Information Form

Bidders/Proposers shall provide information requested below for all sub-contractors being utilized if awarded the procurement project being solicited. Note that all fields must be complete. If no sub-contractors are being utilized, indicated such by writing "N/A" within one of the information fields below.

<b>Official Business Name of Sub-Contractor</b>	<b>Contact Information</b>
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perform:	
Dollar amount this sub-contractor's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

<b>Official Business Name of Sub-Contractor</b>	<b>Contact Information</b>
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perform:	
Dollar amount this sub-contractor's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):