

**CITY OF KNOXVILLE  
INVITATION TO BID**

Design and Installation of Fire Curtain

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on September 22, 2017, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The work will consist of removal and replacement of the fire curtain system currently installed in the Knoxville Civic Auditorium. The awarded vendor shall design and install a straight lift-type fire curtain and rigging system comparable to the system described herein; design must be accompanied by drawings stamped by an engineer licensed in the State of Tennessee.

**IMPORTANT NOTICE: A pre-bid meeting will be held on Thursday, September 14, 2017, at 9:00 a.m. at the KCAC Ballroom; 500 E. Church Avenue; Knoxville, Tennessee.**

**SPECIFICATIONS**

**General**

- A. The following specifications are not intended to be prescriptive, but are instead offered as a baseline for the design of a manual fire curtain on a lattice track.
- B. Awarded vendor will be required to furnish the City with working drawings stamped by an engineer licensed to do business in the State of Tennessee.
- C. Fire curtain must meet current NFPA standards.
- D. The new system MUST NOT exceed the weight of the current system.**
- E. The new system must conform to all new rigging safety standards released by the Entertainment Services and Technology Association (ESTA) accepted by the American National Standards Institute (ANSI) as "Entertainment Technology Manual Counterweight Rigging Systems" ANSI E1.4-2009 and "Entertainment Technology Fire Safety Curtain Systems" ANSI E1.22-2009.
- F. The Contractor shall remove and haul off all components of the existing fire curtain rigging.
- G. Pricing shall cover a turn-key design/install, to include all materials and labor in

removal of the current system and installation of its replacement.

## **Description of Basic Design**

### **A. General Description:**

Furnish and install a motorized, automatically closing, straight lift type fire safety curtain system for the proscenium opening. Curtain shall lap masonry not less than 18" at each side of the proscenium opening and 24" at the top of the proscenium opening.

The curtain shall be arranged to comply with applicable codes and, in general, intercept fire and smoke and prevent glow from severe fire on the stage from showing on the auditorium side for at least thirty (30) minutes in order to permit safe egress of all people from the auditorium.

1. The curtain shall close by gravity due to over-balance of the curtain as specified below. Emergency closing must occur in less than 30 seconds when the fireline is released or fusible links separate.
2. The Fire Curtain system shall consist of, but not be limited to the following components:
  - a). Motor, gearbox cable drums and Hydraulic gear pump sized to fully decelerate a free falling fire safety curtain.
  - b). Motor control panel and operator control panel.

### **B. Special Conditions:**

It is the intention of this description for the contractor to provide a fully functioning fire safety curtain system meeting code requirements. Actual equipment and components must reflect building conditions and approved construction drawings. All dimensions must be field verified by the Rigging Contractor. Conditions detailed in the drawings, which may not be covered in these specifications, shall determine actual equipment needs. It will also be the responsibility of the contractor to remove the existing curtain rigging equipment and assist the asbestos abatement company in removing the curtain.

All of the existing rigging equipment, including smoke pockets, shall be removed from the building and disposed of properly. No existing equipment will be allowed for be use in the new fire curtain system.

### **C. Fire Safety Curtain:**

1. Fire curtain shall be approximately 65'-0" wide by 27'-0" tall or as required by the proscenium opening dimensions.

2. The curtain shall be fabricated from tightly woven Thermo-Spec™ non-wire inserted, non-asbestos, non-carcinogenic silica based cloth, 12 x 7 weave of .070" thickness weighing at least 40 ounces per square yard.
3. The curtain shall be listed and approved by the State of California Fire Marshall and shall bear a certification label from a nationally recognized listing agency.
4. All strips of fabric shall be in continuous lengths running the full height of the curtain.
5. There shall be no horizontal seams.
6. Each seam shall be sewn with two lines of stitching using fiberglass thread.
7. Top and bottom pockets shall be 6".
8. The bottom pocket shall be equipped with a 6" yield pad filled with Thermo-Spec™.
9. The sides of the curtain shall have bronze spool cable guides every 18", securely fastened to the curtain with at least three bolts or rivets.

E. Smoke Seal:

1. The smoke seal shall be provided in a length as shown on the drawings.
2. Provide a smoke seal made from the same fabric as the fire curtain except that it shall be un-coated and weigh 30 ounces per square yard minimum.
3. It shall consist of a 12" minimum folded flap of fabric fastened above the proscenium with a mounting angle and clamp bar so it rubs the curtain and seals the top of the opening.

F. Battens:

1. Set pipe battens shall be constructed from 2" inch I.D., Schedule 40, Black iron pipe.
2. Pipe joints shall be minimized.
3. All joints shall be spliced with 18" long drive fit pipe sleeve with 9" extending into each pipe and held by two 3/8" hex bolts and lock nuts on each side of the joint.

4. All pipe joints shall position near a pick-up point.

#### F. Fireline System:

1. The manual fireline release system shall consist of a 1/8" diameter wire rope, with six fusible links, single side mounting pulleys as required, and two fireline release devices. A sign reading "IN CASE OF FIRE PULL LEVER" (or as required by system) shall be mounted 5'-0" above the stage floor on each side of the proscenium immediately adjacent to the fireline releases. All other components such as round weight arbors, arbor guards, floor pulleys, etc. required to form a fully functional fireline release system shall be provided.
2. Electrical Fireline Release:
  - a. The fire curtain shall be equipped with an electro-mechanical fireline release mechanism which is activated by normally open rate of rise heat detectors, smoke detectors, emergency switches, etc. (furnished and installed by others) or by release of tension in the fireline. A switch shall be mounted in the release mechanism enclosure for testing system operation. Activation of release mechanism shall release tension in the fireline, which causes the fire curtain to close. The release system shall be incorporated into one of the fireline release boxes mounted on either side of the stage.
  - b. The release shall contain an integral battery and charger to provide emergency power during power interruptions. The release shall operate from a 120 VAC power source.

#### G. Lift Cables:

1. All lift cables shall be 1/4" diameter 7 x 19 construction, galvanized aircraft cable, sized as required, and with a breaking strength of 7,000 lb.
2. Damaged or deformed cable shall not be used. All wire rope rigging shall be installed so as to prevent abrasion of the wire rope against any part of the building construction or other equipment

#### H. Cable Terminations.

1. The curtain end of each cable shall be attached to the batten using a pipe clamp.

2. Lift cables MUST be terminated by swaged compression fittings.
  3. Swaged sleeve fittings shall be copper "Nicopress<sup>TM</sup>" type
  4. Swaged fittings shall be installed per the fitting manufacturer's instructions, using the appropriate tools, and checked with a "Go - No go" gauge.
  5. All cable termination points shall be finished with cable thimbles "eyes."
  6. Eyes shall be formed over wire rope thimbles of correct sizes.
  7. All shackles and turnbuckles shall be "moused."
  8. All cable ends shall be taped to prevent snagging.
- I. Safety Chains:
1. Supply one more safety chain than the number of lift cables.
  2. 1/4" proof coil safety chains shall be located between lift cables except at the ends where chains shall be 12" or less from the end of the batten.
  3. Chains shall be attached to the top of the curtain with pipe clamps around the top of the batten and chain shackles.
  4. The other end shall be appropriately attached to the building structure.
- J. Smoke Pockets:
1. Furnish and install one pair of smoke pockets to extend from the stage floor to a minimum of 3'-0" above the installed fire safety curtain.
  2. Pockets shall consist of minimum 8" deep structural channel and 1/4" x 18" steel plate which shall be bolted to the channels on 2'-0" centers.
  3. Alternatively, smoke pockets shall be formed from ten or five foot lengths of 1/4" thick plates to the same configuration.
  4. Welded construction will not be accepted.
  5. Smoke pockets shall be anchored to the walls on 4'-0" centers.

K. Guide Cables:

1. Provide 1/4" wire guide cables at each side of the curtain.
2. These cables shall be attached to a ring attached to the stage floor level and extend to the roof steel or gridiron.
3. They shall be attached with 3/8" x 6" turnbuckles, thimbles, cable clips, and other fittings as required.

L. Hydraulic Speed Governor:

1. The unit shall be equipped with an adjustable hydraulic speed governor to provide maximum control and safety in the closing of the fire curtain and to establish the travel time.

## **BID SUBMISSION REQUIREMENTS**

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

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Warranty Information
3. Evidence of Conformity to ESTA, ANSI, and NFPA standards, as specified herein
4. Bid Bond
5. Non-Collusion Affidavit
6. Drug-Free Workplace Affidavit
7. Iran Divestment Act of 2014 Certification of Noninclusion
8. Form I **or** Form II to indicate Title VI compliance

## **GENERAL INFORMATION**

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **September 22, 2017, 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 waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Bid submissions from un-registered bidders may be rejected.**
4. 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 fully executed and notarized affidavit must be submitted with the sealed bid.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
  - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
  - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent; 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: "Fire Curtain."**
8. 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.

9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must be licensed to conduct business in the State of Tennessee. 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.
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
13. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
14. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
15. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
16. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
17. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
18. 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.

19. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
20. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
21. Due to the successful bidder's likelihood of working in close proximity to children and adolescents, all bidders are required to submit an affidavit with their bids stating that they agree not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children, or violent crimes to participate in this Agreement. Failure by the bidder to comply with this requirement is grounds for immediate termination of the Agreement. Bidders are required to submit this affidavit with their proposal and failure to do so may be considered grounds for rejection of the bid. Said affidavit is contained within this ITB for bidder's use.
22. Regarding the Equal Business Opportunity Program contracting, the appropriate Form 1 or Form 2 **must** be submitted with the bid. Successful bidders who include Form I with their bid, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment will not be released by the City until Form III is submitted.
23. 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.
24. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

25. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to Penny Owens, Assistant Purchasing Agent for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at [powens@knoxvilletn.gov](mailto:powens@knoxvilletn.gov). To be given consideration, such requests/questions must be received by close of business on September 18, 2017. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
26. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
27. Where applicable, the successful Bidder will be required to pay prevailing wages to those whom they employ (to include any sub contractors). Information regarding the prevailing wage rates may be obtained on the following State of Tennessee website: [www.state.tn.us/labor](http://www.state.tn.us/labor).
28. 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.
29. 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 Agent specifying such failure.

30. 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.
31. 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.
32. 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.
33. 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.

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 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

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

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

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

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. 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 City. 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.

34. The successful proposer 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.



**CITY OF KNOXVILLE**

**BID FORM**

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

Having carefully examined the specifications entitled "Design and Installation of Fire Curtain" to open on September 22, 2017, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

BID: Total charge (includes shipping): \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Date \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

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

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

Signed: \_\_\_\_\_

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

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

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

## 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. §§ 50-9-100 et. seq., have been met and implemented.

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

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

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

Title \_\_\_\_\_

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

Child Crime Affidavit

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

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

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

(1) He/She is the owner, partner, officer, representative, or agent of

\_\_\_\_\_,  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) The Bidder \_\_\_\_\_ will abide by the following if  
chosen as the successful bidder:

The Bidder \_\_\_\_\_ agrees not to allow any employee  
or volunteer who is awaiting trial or has been convicted of a felony crime involving the  
sexual exploitation of children, sexual offenses involving children or violent crimes to  
participate in this Agreement at sites where children may be present. Failure by the  
Bidder to comply with this requirement is grounds for immediate termination of the  
Agreement.

Signed: \_\_\_\_\_

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

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

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

# IRAN DIVESTMENT ACT of 2014

## Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act of 2014, 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/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

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

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

### NOTARY PUBLIC:

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

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

# DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

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

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

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

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

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