

CITY OF KNOXVILLE INVITATION TO BID

Portable and Mobile Radios

Sealed bids for the commodity specified below will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until **Friday, July 7, 2017, at 11:00 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.

The City intends to purchase a combination of mobile and portable radios for its police and fire departments. **The City intends to make a one brand selection for all portable and mobile radios.**

The City reserves the right to return, for full refund, any and all radios that do not perform to standards compatible with the features and functions provided in the specification.

PRICING

This Invitation to Bid will result in a fixed price agreement good for one year with two optional one-year renewals. Quantities are not guaranteed.

Bidders must submit a fully executed Bid Form with their bids.

- The Bid Form requires the bidder to complete pricing for Fire Department portable radios, mobile radios, and optional features.
- The Bid Form also requires the bidder to complete pricing for Police Department portable radios, mobile radios, and optional features.

SPECIFICATION

The following specification is divided into the following parts:

Section I. Fire Department Radio Requirements

- A. Requirements for Both Mobile and Portable Radios
- B. Special Requirements for Portable Radios
- C. Special Requirements for Mobile Radios
- D. Optional Features

Section II. Police Department Radio Requirements

- A. Requirements for Both Mobile and Portable Radios
- B. Special Requirements for Mobile Radios
- C. Special Requirements for Portable Radios
- D. Optional Features

NOTE: ALL RADIOS MUST BE COVERED BY A MINIMUM THREE-YEAR SERVICE WARRANTY; **WRITTEN WARRANTY MUST BE INCLUDED WITH THE BID.**

Section I. Fire Department Radio Requirements

A. Requirements for Both Portable and Mobile Radios:

1. 3600 Baud-SmartNet, SmartZone Operation. Vendors mobile and portable radios shall offer analog MDC-1200, QCII, Digital P25, Conventional or Trunked Smartnet/SmartZone, clear or secure, repeater or direct.
2. 9600 Baud P25 (project 25) Phase 1 and 2, Analog Operation.
3. Must withstand drops from 10 feet in height.
4. Must withstand heat testing of ten minutes at 500 degrees.
5. Voice announcement” that provides the user an audible confirmation of both zone and channel selections and the ability to announce features such as the user has put the portable in scan or direct mode, announcements of emergency activation, encryption status and controls lock.
6. Narrow and wide band operation, per FCC narrow banding rules.
7. Intuitive Audio / Noise Suppression with intuitive speaker equalization
8. 700/800 operation trunking.
9. Complete integration with existing and future regional trunking system (TVRCS).
10. P25 over the air programming.
11. Encryption: ADP digital voice algorithm and can accept multiple system encryption keys as a standard feature. Additionally, Radios must be able to accept hard advanced and soft system keying.
12. Integrated GPS that will work on the regional trunking system.
13. Ability to tone and open current Knoxbox® system.
14. Windows 7 or 8 compliant programming software.
15. Shall offer the ability to create and program custom user radio profiles based on the radio user’s role.
16. Manufacturer must supply radio programming software and train up to 10 employees on the use of the software and components.
17. Must be tested and operate on the Astro P25 system when in FAILSOFT mode using the vendor’s current software. Must have a proven FAILSOFT notification on the radio configurable by talkgroup with audible alert and visual notification.

B. Special Requirements for Fire Department Portable Radios

1. Shall be Wireless Bluetooth® 4.0 (LE) capable and is compatible with BT 2.1, HSP, PAN, DUN and SPP Profiles found in off-the-shelf Bluetooth accessories and Bluetooth 4.x. (must come standard).
2. Noise cancelling microphone on both front and back of radio.
3. Ruggedized handheld microphone (must meet Mil Spec MIL-STD 810 C, D, E, F, G rating).
4. Must have intuitive power control.
5. Shall have intuitive speaker equalization that adjusts settings based on volume selection so the sound is optimized for talker authenticity at lower volumes and speech intelligibility at higher volumes. Shall have adaptive “Wind porting” that acts to cancel out wind noise.
6. 3-position A-B-C- switch and concentric switch located on the top of the radio.
7. Minimum of 1-3 watt RF rated output.

8. Top display with front display. The portable radios display shall be made of tempered glass to protect the color display from scratches, impact and pressure.
9. Up to 1000 channel capacity with ability to use multiple zones.
10. Front display with full bitmap color LCD display
11. Backlit keypad
12. Standard Li-Ion battery, intrinsically safe. Portable batteries shall meet the current "HAZLOC" standard for use in explosive environments. Portable batteries shall include a dual latching capability to protect the radio from accidentally resetting, powering off or the ejection of the battery upon impact from drops.
13. Current Mil Spec for portable radios MIL-STD 810 C, D, E, F, & G

C. Special Requirements for Fire Department Mobile Radios

1. Power cable requirements: 20 amp and 12 volt DC power cable with in-line fuse – no less than 20 ft in length. Connector to mobile radio must be 2-way flat molded 8 inch female only, SAE connector.
2. Antenna requirements: must be 3db gain low profile 762-870 MHz antenna with no less than 17-foot length low-loss cable. Cable must have mini-UHF connector. No larger than 3/4 inch through hole.
3. Rated RF output minimum 3-35 Watts.
4. 500-channel minimum with multiple zones.
5. Current Mil Spec for mobile radios 810 C, D, E, F, & G.
6. Hand held microphone.
7. Color display.
8. Standard control head.

D. Optional Features for Fire Department Radios

1. Portable and Mobile: Multiband operation.
2. Portable: Ruggedized case that is submersible up to 2 hours at 2 meters. A variety of public safety colors shall be made available.
3. Portable: Various belt clip / carry case options shall be made available not limited to duty belt swivel, battery clip, and carry holders.
4. Portable: High capacity Li-Ion battery, intrinsically safe
5. Mobile: Units that can be used as base units with all applicable options necessary to allow radio to function as a base unit.
6. Mobile: Separately priced face plates and compatible mounting brackets.
7. Mobile: RFID option for asset tracking.
8. Mobile: Optional control heads to include both dash and remote mount, ruggedized, handheld with PTT- display, and extra-large.

Section II. Police Department Radio Requirements

A. Requirements for Both Portable and Mobile Radios:

1. 3600 Baud-SmartNet, SmartZone Operation. Vendor's mobile and portable radios shall offer analog MDC-1200, QCII, Digital P25, Conventional or Trunked Smartnet/SmartZone, clear or secure, repeater or direct.
2. 9600 Baud P25 (project 25) Phase 1 and 2, Analog Operation.
3. Shall offer "voice announcement" that provides the user an audible confirmation of both zone and channel selections and the ability to announce features such as the user has put the portable in scan or direct mode, announcements of emergency activation, encryption status and controls lock.

4. Narrow and wide band operation, per FCC narrow banding rules.
5. Intuitive Audio / Noise Suppression with intuitive speaker equalization
6. 700/800 operation trunking.
7. Complete integration with existing and future regional trunking system (TVRCS).
8. P25 over the air programming.
9. Encryption: ADP digital voice algorithm and can accept multiple system encryption keys as a standard feature. Additionally, Radios must be able to accept hard advanced and soft system keying.
10. Integrated GPS that will work on the regional trunking system.
11. Windows 7 or 8 programming software.
12. Must be tested and operate on the Astro25 P25 system when in fail soft mode using the subscriber software. Radios shall have a proven FAILSOFT notification, on the subscribers unit, configurable by talk-group with audible alert and visual notifications. The radios must be able to function on the KCECD back up radio system.
13. Manufacturer must supply radio programming software and train up to 10 employees on the use of the software and components.
14. Must have emergency button or man down feature in both portable and mobile radios.
15. Shall offer the ability to create and program custom user radio profiles based on the radio user's role.

B. Special Requirements for Police Department Portable Radios

1. Shall be Wireless Bluetooth® 4.0 (LE) capable and is compatible with BT 2.1, HSP, PAN, DUN and SPP Profiles found in off-the-shelf Bluetooth accessories and Bluetooth 4.x. (must come standard).
2. Noise cancelling microphone on both front and back of radio.
3. Handheld microphone with ruggedized option. (Must meet Mil Spec MIL-STD 810 C, D, E, F, G rating)
4. Must have intuitive power control.
5. Shall have intuitive speaker equalization that adjusts settings based on volume selection so the sound is optimized for talker authenticity at lower volumes and speech intelligibility at higher volumes. Shall have adaptive "Wind porting" that acts to cancel out wind noise.
6. 3-position A-B-C- switch.
7. Minimum of 1-3 watt RF rated output.
8. Top display with front display. The portable radios display shall be made of tempered glass to protect the color display from scratches, impact and pressure.
9. Up to 1000 channel capacity with ability to use multiple zones.
10. Front display option with full bitmap color LCD display
11. Keypad option backlit keypad
12. Intuitive power control.
13. Standard Li-Ion smart battery and optional high capacity Li-Ion smart battery. Portable batteries shall include a dual latching capability to protect the radio from accidentally resetting, powering off or the ejection of the battery upon impact from drops.
14. Mil Spec for portable radios 810 C, D, E, F, & G
15. RFID option for asset tracking.
16. Two-wire surveillance earpiece with PTT to include noise canceling microphone.

C. Special Requirements for Police Department Mobile Radios

1. Mounting requirements: Control head and face plate must fit in existing Havis console mounting brackets for Ford Crown Victoria (Havis part #C-EB25-MMT-1P) and Dodge Charger (Havis part # C-EB25-XTL-1P) consoles.

2. Power cable requirements: 20 amp and 12 volt DC power cable with in-line fuse – no less than 20 ft in length. Connector to mobile radio must be 2-way flat molded 8 inch female only, SAE connector.
3. Antenna requirements: must be 3db gain low profile 762-870 MHz antenna with no less than 17-foot length low-loss cable. Cable must have mini-UHF connector. No larger than 3/4 inch through hole.
4. Rated RF output minimum 3-35 Watts
5. 500-channel minimum with multiple zones.
6. Mil Spec for mobile radios 810 C, D, E, F, & G
7. Hand held microphone.
8. Color display.
9. Standard control head and face plate.

D. Optional Features for Police Department Radios

1. Portable and Mobile: Multiband operation.
2. Portable: Tactical earmuff headset for specialty Tactical and EOD team members.
3. Portable: Various belt clip / carry case options shall be made available not limited to duty belt swivel, battery clip, and carry holders.
4. Portable: Ruggedized case that is submersible up to two hours at two meters. A variety of public safety colors shall be made available.
5. Mobile: RFID option for asset tracking.
6. Mobile: Separate pricing for Havis part #C-EB25-MMT-1P and Havis part # C-EB25-XTL-1P.
7. Mobile: Optional Control Heads to include standard dash and remote mount, ruggedized, handheld with PTT- display, and extra-large.
8. Mobile: Vendor shall supply pricing for mobile units that can be used as base units with all applicable options necessary to allow radio to function as a base unit.

INSTRUCTIONS AND CONDITIONS

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until **Friday, July 7, 2017, at 11:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid.
4. **Each bid must be submitted in a sealed envelope, addressed to the Purchasing**

Agent, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Radios."

5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
8. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
9. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
10. Payment for completed services delivered to and accepted by the City shall be at the contract price.
11. State make or brand on each item.
12. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
14. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
15. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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 Janice McClelland, Assistant Purchasing Agent for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmcclelland@www.knoxvilletn.gov. **To be given consideration, such requests/questions must be received no later than 4:30 p.m. on June 30, 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. 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.
21. 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.
22. 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.

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

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

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

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

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

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

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. Non-Collusion Affidavit
4. Iran Divestment Act of 2014 Certification of Noninclusion
5. Diversity Business Enterprise (DBE) Program form

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications entitled "Portable and Mobile Radios" to open on July 7, 2017, at 11:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to provide the specified equipment at the fixed price noted below and attached for the entire term of the agreement:

- Fire Department Portable Radio, per each \$ _____
- Fire Department Mobile Radio, per each \$ _____
- Fire Department Requested Optional Features: List on separate page

- Police Department Portable Radio, per each \$ _____
- Police Department Mobile Radio, per each \$ _____
- Police Department Requested Optional Features: List on separate page

Firm Name: _____

Official Address: _____

(By) (Name Typed)

(Title)

Date _____

Terms _____

email address _____

Telephone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

IRAN DIVESTMENT ACT 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

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

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

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

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

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____