



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

SEALED BID

THIS IS NOT AN ORDER

DATE: 04/27/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **524671**

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

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

Merchandise to be delivered to : KNOXVILLE AREA TRANSIT
 1135 Magnolia Ave
 Knoxville TN 37917

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 05/11/2018 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **ENGINE, TRANSMISSION & EMISSION SYSTEM REPAIR & R**

Special Instructions:
 This contract will be in effect for a period of one year with the option to renew for two additional one year periods based upon the approval of both parties. Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Bus driveline component major repair up to and including rebuild for KAT. See attached listing and required documents. PLEASE NOTE: This agreement will be in effect for a period of one year with the option to renew for two additional one year periods based upon the approval of both parties.					

IMPORTANT - State Merchandise

Delivery Date Here: _____

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

 (Company Name)

 (Authorized Signature)

 (Print Signed Name)

 (Phone Number)

 (Email Address)

INVITATION TO BID

FIRE ENGINE, TRANSIT BUS ENGINE, TRANSMISSION, AND EMISSION SYSTEM REPAIR AND REBUILD

The City of Knoxville desires to enter into a maximum price agreement with up to three (3) vendors for the major repair up to and including rebuilding of engines, transmissions and diesel emission systems on an as-needed basis for transit buses for Knoxville Area Transit (KAT) and fire engines for Fleet Services.

Vendors may submit bids on **one or more of the following categories of service** listed below and as outlined on the cost form. Maximum price agreements will be awarded to one vendor for each or a combination of the categories. Prices are maximum charges for each item and lower charges will be incurred for lesser repairs. The City will perform individual price/cost analysis for each per unit lower repair to ensure charges for lesser repairs are fair and reasonable. Based upon historical data, the city expects a minimum of 150 and a maximum of 250 separate, per unit, repair needs under the awarded maximum price agreements over a three year period. Repair categories are as follows. (Note serial number list is included in this document.)

- Major repair up to and including rebuild of Allison Transmission models H40 Hybrid, HT-740 and HD & HT 1000, 2000, 3000 and 4000 series.
- Major repair up to and including rebuild of 50 series, 6V71, 6V92, 8V92 and 60 series Detroit Diesel engines.
- Major repair up to and including complete replacement of Detroit 60 series DPF and DEF Emission Systems.
- Major repair up to and including rebuild of Cummins diesel engine models ISB, ISL9, ISM and ISX
- Major repair up to and including complete replacement of Cummins ISB, ISL, and ISM DPF and DEF Emissions Systems.

Current vehicle types that contain these engines/transmissions are as follows:

- 2004 & 2005 model Optima LF-34 Transit Bus.
- 2008 thru 2018 model Gillig Lowfloor Transit Bus
- 1996 thru 2015 Ferrara Igniter Fire Engine
- 1992 thru 2018 E/1 Fire Engine
- 2000 thru 2015 Rosenbauer Fire Engine
- 2009 thru 2014 Freightliner M2
- 2017 thru 2018 Freightliner SD108
- 2010 thru 2014 Ford F750

Federal Transit Administration Requirements.

For Transit bus component repair/rebuild, all bidding entities must agree to comply with the Federal Transit Administration (FTA) requirements set forth in Attachment A. **Note the Buy America**

Certification must be included in the sealed bid with the quotation sheet. Failure to include a signed Buy America Certification renders the bid non-responsive. Also, if repairs for a specific engine or transmission does not meet Buy America, then the item(s) will be dropped from this procurement. Bidders should reference Federal Register Vol. 72, No. 182 dated September 20, 2007 (starting on page 53688) as to how Buy America applies to this procurement. The certification form is included in these bid documents.

Maximum Price Agreement Requirements

Bidders shall consider the following requirements in submission of their bids:

EXPERIENCE, TRAINING, AND AUTHORIZED REPAIR

Vendor must specialize in the type of repair work required for the engine/transmission/emission system being repaired or rebuilt and be fully capable of making such repairs to manufacturers' specifications. Vendors must have met engine/transmission/emission system manufacturer training certification requirements **and be certified to perform OEM manufacturer warranty repairs**. Bidders must submit documentation certifying they have met the respective OEM manufacturer's training and warranty certification.

SECURE STORAGE

Contractor must provide secure storage for all City vehicles (fenced and gated area) while in its possession.

QUALITY CONTROL

The City reserves the right to inspect repairs upon return by the Contractor to ensure proper standards of quality have been met. The City shall be the sole judge as to whether proper quality standards have been met. If a vehicle does not meet the proper standards of quality, the City reserves the right to send the vehicle back to the contractor for the additional work needed to meet said quality and (in these instances), the Contractor will assume 100% responsibility for the labor charges associated with this corrective action.

WARRANTY REQUIREMENTS

- The contractor must maintain engine/transmission/emission system OEM manufacturer training and certification to perform manufacturer warranty repairs.
- Warranties must provide warranty for parts, labor, and any progressive damage resulting from failure of installed parts or faulty labor. Warranties shall be in effect from the date the City places the bus/fire engine back into service.
- Descriptions of OEM warranties provided must be included within bid submissions.

GENERAL REPAIR/REBUILD REQUIREMENTS

- Major repair service up to and including rebuild of engines and/or transmissions. This includes in-frame repair or removal of the engine/transmission from the bus/fire engine as necessary, repair/rebuild, and reinstallation.
- Repair/rebuild service must primarily be performed within the contractor's repair facility. Repairs/rebuilds performed within City facilities will be on a case-by-case basis and as requested by KAT or Fleet Services.

- Cost of transporting vehicles to the vendor's facility and return when repairs are complete will be included in pricing. Price of transportation will be added to price of repair/rebuild to determine lowest bidder.
- Major repairs may involve any engine/transmission/after-treatment component or group of components or sub-components as necessary (mechanical, hydraulic, or electrical).
- Repairs may involve repair of existing components or replacement with new or remanufactured components.
- Known, periodic engine servicing will be identified and listed on the pricing sheet. Cost of deployment and redeployment of mechanic(s) and equipment will also be listed for on-site repairs.

ENGINE REBUILDING – CUMMINS ENGINES

- Cummins engine rebuilding must include the following NEW components:
 - Cylinder block
 - Pistons, rings and pins
 - Main and rod bearings
 - Oil pump
 - Seals, gaskets and O-rings
 - Oil, oil filter and coolant
 - Thermostat
 - Camshaft
 - Valve tappets and push tubes
 - Transfer pump and fuel tubes
 - Engine wiring harness
- Cummins engine rebuilding must include the following New **OR** Factory Remanufactured components:
 - Air compressor
 - Turbocharger
 - Injection pump
 - Fuel injectors
 - Cylinder head
 - Water pump
 - Vibration damper
 - EGR Cooler
 - EGR Valve
- During Cummins engine rebuilding the following parts must be cleaned and inspected to insure they meet OEM required tolerances/serviceability prior to re-use. Parts not meeting OEM standards must be replaced with new.
 - Crankshaft
 - Oil pan
 - Connection rods
 - Exhaust manifold
 - Intake cover
 - Front cover
 - Gear housing
 - Flywheel housing

- Valve cover
- Crossheads
- Rocker levers
- Fan hub
- All current updates must be installed at the time of a rebuild.

ENGINE REBUILDING – SERIES 50 DETROIT DIESEL

- Series 50 Detroit Diesel engine rebuilding must include the following NEW components:
 - Seals, gaskets & O-rings
 - Rod and main bearings
 - Cam bearings
 - Thermostats
 - Oil, filters and coolant
 - External fuel lines
 - Engine wiring harnesses and all sensors
 - Rigid coolant tube
 - Turbo drain tube
- Series 50 Detroit Diesel engine rebuilding must include the following REMANUFACTURED components:
 - Cylinder kits
 - Cylinder head
 - Rocker assemblies
 - Turbocharger
 - Water pump
 - Air compressor
 - Fuel pump
 - Fuel injectors
 - ECM
 - Counterbalance/Oil pump assembly
 - Bull gear
 - Starter
- During Series 50 Detroit Diesel rebuilding the following parts must be cleaned and inspected to insure they meet proper tolerances/serviceability prior to re-use:
 - Engine block
 - Crankshaft
 - Camshaft
 - Intake manifold
 - Exhaust manifold
 - Flywheel housing
 - Gear –train housing
 - Gear-train
 - Oil cooler
- All current updates must be installed at time of rebuild.

ENGINE REBUILDING – SERIES 92 DETROIT DIESEL (6V and 8V)

- Series 92 Detroit Diesel engine rebuilding must include the following NEW components:
 - Seals, gaskets & O-rings
 - Cylinder kits
 - Thermostats
 - Oil, filters and coolant
 - Oil cooler
 - Cam shaft bearings
 - External fuel lines
 - Engine wiring harnesses and all sensors
 - Internal fuel lines and fittings
 - Rod and main bearings
 - Blower shaft and coupling

- Series 92 Detroit Diesel engine rebuilding must include the following REMANUFACTURED components:
 - Cylinder heads
 - Rocker assemblies
 - Cam end bearings
 - Oil pump
 - Turbocharger
 - Blower
 - Aftercooler
 - Water pump
 - Air compressor
 - Fuel pump
 - Fuel injectors
 - Starter

- During Series 92 Detroit Diesel rebuilding the following parts must be cleaned and inspected to insure they meet proper tolerances/serviceability prior to re-use:
 - Engine block
 - Crankshaft
 - Camshaft
 - Exhaust manifolds, crossovers and clamps
 - Flywheel housing
 - Gear-train housing
 - Gear-train
 - Jake brakes
 - ECM

ENGINE REBUILDING – SERIES 60 DETROIT DIESEL

- Series 60 Detroit Diesel engine rebuilding must include the following NEW components:
 - Seals, gaskets & O-rings

- Pistons, rings and pins
 - Liners
 - Thermostats
 - Oil, filters and coolant
 - Oil cooler
 - Cam shaft bearings
 - External fuel lines
 - Injector Harness
 - Rod and main bearings
 - Valve tappets
 - Oil pump
- Series 60 Detroit Diesel engine rebuilding must include the following REMANUFACTURED components:
 - Cylinder heads
 - Turbocharger
 - Aftercooler
 - Water pump
 - Air compressor
 - Fuel pump
 - Fuel injectors
 - Starter
- During Series 60 Detroit Diesel rebuilding the following parts must be cleaned and inspected to insure they meet proper tolerances/serviceability prior to re-use:
 - Engine block
 - Crankshaft
 - Camshaft
 - Exhaust manifold and clamps
 - Flywheel housing
 - Gear-train housing
 - Gear-train
 - Jake brakes
 - ECM
 - Engine Harness and all sensors
 - Rocker assemblies

ALLISON TRANSMISSION REPAIR AND REBUILD

- Rebuilding of transmissions must include removal from vehicle, disassembly, replacement of clutches, steels and bearings; all seals and gaskets, all re-used parts (mechanical, electrical and hydraulic) must be cleaned and inspected to insure they meet proper OEM tolerances and serviceability, reassembly, and reinstallation into the vehicle.
- All current updates must be installed at time of rebuild.

- Known, period maintenance services required for transmissions will be identified and listed on the pricing sheet. Cost of deployment of mechanic(s) and required equipment for on-site repairs will also be listed for pricing.

ENGINE/TRANSMISSION REMOVE AND REINSTALL

- This price sheet entry serves to cover labor and parts involved in removing an existing engine/transmission and installing a remanufactured engine/transmission supplied by the City.

CUMMINS AND DETROIT DPF/DEF SYSTEMS

- Major repairs must include cleaning of DPF/DEF system components and repair up to and including complete replacement of all the DPF/DEF Emissions System components.
- Separate pricing for DPF cleaning only shall also be provided (where the City has provided the DPF only, e.g., no vehicle). Awarded bidders must provide before and after differential pressure test results when providing this cleaning service.

PRIORITY STATUS AND REQUIRED TURN-AROUND

- The Contractor must give City vehicles and equipment priority for repairs. Contractors must begin work on the vehicle within 24 hours of receipt of the vehicle.
- Major repair/rebuild turn-around time for return of the vehicle to KAT/Fleet Services will be no more than four calendar weeks under normal conditions, one week when receiving notice that the City is preparing for or is experiencing periods of high-hold rates, high vehicle service demand (such as UT football home games or other periods of peak service), or the vehicle is critical to maintaining public safety.
- The City reserves the right to submit work to the next lowest bidder if the contractor, in KAT's or Fleet Services opinion, can not meet required turn-around times, fails to begin work within 24 hours, or habitually does not meet service expectations.

CONTACT REQUIREMENTS

- Following the troubleshooting process for engine/transmission/emission system repairs, the contractor must contact a KAT or Fleet Services Maintenance Supervisor (based upon vehicle ownership) to describe the cause of the engine/transmission problem and recommend repair actions. Once receiving verbal approval from a KAT/Fleet Services maintenance supervisor, the agreed-upon repairs/rebuild process will immediately commence.
- The contractor performing repairs/rebuilds shall contact the KAT/Fleet Services Maintenance Supervisor to provide an option to obtain select parts from KAT's/Fleet Services parts inventory in cases where the contractor is out of stock, the part has a long lead-time, or the part is a high priced item.
- The contractor performing repairs/rebuilds shall telephonically notify the KAT/Fleet Services Maintenance Supervisor immediately upon completing repairs/rebuilds and the vehicle has successfully completed road testing.

General Information

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-647, City/County Building, 400 Main Avenue, Knoxville, Tennessee 37902 until May 11, 2018 at 11:00 a.m., at which time they will be publicly opened and read aloud and the price agreement 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, and 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. Bid submission from un-registered bidders may be rejected.
4. Included in this 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. 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: "Engine, Transmission, and Emission System Repair and Rebuilding."
6. 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.
7. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
8. 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.
9. Payment for completed services delivered to and accepted by the City shall be no more than the maximum price bid, less for repairs below complete rebuild.
10. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

11. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
12. 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.
13. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
14. 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.
15. 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 guideline 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.
16. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to James Tucker, Senior Buyer for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to him at jtucker@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/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 obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
17. 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.
18. 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.
19. 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, no to exceed the amount reasonably and actually required to demobilize the Project.

20. The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement 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 Agreement 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.

21. If the Agreement 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 or services similar to those so terminated.

22. If, after notice of termination of this agreement under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provision of this clause, or that the default was excusable under the provision 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.

23. 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.

24. 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.

25. 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.

(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. Worker' 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.

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.

Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

- 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.
- 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, 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 solvency.
- 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.
- All policies must be written on an occurrence bases. Use of policies written on a claims made basis must be approved by the City.

Additional insurance may be required. The City, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

26. The 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:

1. Bid Form showing bidder's name, address, business license number, date of expiration of business license, and DUNS number.
2. Completed Maximum Price Agreement Cost Form.
3. Sub-component Cost Form (used for individual price/cost analysis for lesser repairs)
4. Documented evidence showing the bidder is trained and certified to perform and process engine/transmission/emission system OEM warranty work.
5. Descriptions of warranties offered.
6. Non-Collusion Affidavit
7. Form I or Form II to affirm Title VI compliance
8. Evidence of insurance as outlined in Paragraph 26.
9. Buy America Certification
10. Drug-Free Workplace Affidavit
11. Lobbying Certification
12. Debarment/Suspension Certification
13. Debarment/Suspension Certification – Lower Tier
14. Subcontractor Information Form

MAXIMUM PRICE AGREEMENT COST FORM

Cost Category Sections

Below are cost category sections for the items listed in this document. Complete the section(s) for which you intend to submit a bid. Bids must be made with the understanding that quoted prices are maximum charges and that lesser costs will be incurred with lesser repairs.

Allison Transmission Category

Maximum charge for Allison **HT-740** repair/rebuild: _____
Maximum charge for Allison **HD-1000** repair/rebuild: _____
Maximum charge for Allison **HD-2000** repair/rebuild: _____
Maximum charge for Allison **HD-3000** repair/rebuild: _____
Maximum charge for Allison **HD-4000** repair/rebuild: _____
Maximum charge for Allison **HT-1000** repair/rebuild: _____
Maximum charge for Allison **HT-2000** repair/rebuild: _____
Maximum charge for Allison **HT-3000** repair/rebuild: _____
Maximum charge for Allison **HT-4000** repair/rebuild: _____
Maximum charge for Allison **Hybrid H40** repair/rebuild: _____
Maximum charge for transmission remove and reinstall: _____
Maximum charge for Allison H40 Hybrid DPIM repair/rebuild: _____

Detroit Diesel Engine Category

Maximum charge for **50 series** engine repair/rebuild: _____
Maximum charge for **6V71** engine repair/rebuild: _____
Maximum charge for **6V92** engine repair/rebuild: _____
Maximum charge for **8V92** engine repair/rebuild: _____
Maximum charge for **60 series** engine repair/rebuild: _____
Maximum charge for engine remove and reinstall: _____
Maximum charge for engine remove and reinstall (E/1): _____
Detroit 60 series DPF system repair/rebuild: _____
Detroit 60 series DEF system repair/rebuild: _____

Cummins Diesel Engine Category

Maximum charge for in-frame **ISB** engine repair/rebuild: _____
Maximum charge for out-of-frame **ISB** engine repair/rebuild: _____
Maximum charge for in-frame **ISM** engine repair/rebuild: _____
Maximum charge for out-of-frame **ISM** engine repair/rebuild: _____
Maximum charge for in-frame **ISL9** engine repair/rebuild: _____
Maximum charge for out-of-frame **ISL9** engine repair/rebuild: _____
Maximum charge for in-frame **ISX** engine repair/rebuild: _____
Maximum charge for out-of-frame **ISX** engine repair/rebuild: _____
Maximum charge for engine remove and reinstall only (no repairs): _____
On-site installation of ECU updates per bus: _____
Embedded Technician Services (weekly charge): _____
NOW Extended CAPS Coverage: _____
2007 design Cummins DPF systems repair/rebuild: _____
2010 design Cummins DEF systems repair/rebuild: _____
Cummins DPF cleaning: _____
Cummins DOC cleaning: _____

Bad Core Charges

Allison HT-740	_____
Allison HD-1000	_____
Allison HD-2000	_____
Allison HD-3000	_____
Allison HD-4000	_____
Allison HT-1000	_____
Allison HT-2000	_____
Allison HT-3000	_____
Allison HT-4000	_____
Allison H40 Hybrid	_____
DD Series 50	_____
DD 6V71	_____
DD 6V92	_____
DD 8V92	_____
DD Series 60	_____
Cummins ISB CPL-2685	_____
Cummins ISB CPL-8135	_____
Cummins ISL	_____
Cummins ISM	_____

SUB-COMPONENT COST FORM
Used for Individual, Per Unit Repair Price/Cost Analysis

CUMMINS ISB SUB-COMPONENTS:

<u>ITEM</u>	<u>COST TO CITY OF KNOXVILLE</u>
• Cylinder block	_____
• Short block	_____
• Long block	_____
• Cylinder Liner	_____
• Connection rod bearing (upper)	_____
• Connection rod bearing (lower)	_____
• Main bearing set	_____
• Valve tappet	_____
• Valve intake	_____
• Valve exhaust	_____
• Push rod	_____
• Connection rod	_____
• Fuel transfer pump	_____
• Rocker lever	_____
• ETR control middle wiring harness	_____
• Injection pump	_____

- Gear housing _____
- Cylinder head _____
- Engine piston kit _____
- Flywheel housing _____
- Oil pump _____
- Oil pan gasket _____
- Lower engine gasket _____
- Upper engine gasket _____
- Cylinder head gasket _____
- Thermostat _____
- EGR valve kit _____
- EGR cooler _____
- Thermostat _____
- Camshaft _____
- Engine wiring harness _____
- Air compressor _____
- Turbo charger _____
- Turbo actuator kit _____
- Injector _____
- Injector fuel supply connector _____
- Cylinder head _____
- Water pump kit _____
- Vibration damper assembly _____
- ECM _____

- Cost of Labor Per Hour** _____

CUMMINS ISL9 SUB-COMPONENTS:

<u>ITEM</u>	<u>COST TO CITY OF KNOXVILLE</u>
• Cylinder block	_____
• Short block	_____
• Long block	_____
• Engine piston kit	_____
• Piston cooling nozzle	_____
• Cylinder liner	_____
• Connection rod bearing (upper)	_____
• Connection rod bearing (lower)	_____
• Main bearing set	_____
• Engine connecting rod	_____

- Fuel transfer pump _____
 - Oil pump _____
 - Lower engine gasket _____
 - Upper engine gasket _____
 - Oil pan gasket _____
 - Thermostat _____
 - Camshaft _____
 - Valve tappet _____
 - Valve intake _____
 - Valve exhaust _____
 - Push rod _____
 - Rocker lever _____
 - Rocker lever housing _____
 - Valve spring _____
 - Engine wiring harness _____
 - ETR control middle wiring harness _____
 - ETR fuel control actuator _____
 - Air compressor _____
 - Turbocharger _____
 - Turbo actuator _____
 - Injection pump _____
 - Injection fuel supply connector _____
 - Cylinder head _____
 - Water pump _____
 - Water pump kit _____
 - Vibration damper _____
 - EGR cooler _____
 - EGR valve kit _____
 - ECM _____
- Cost of Labor Per Hour** _____

CUMMINS ISM SUB-COMPONENTS:

<u>ITEM</u>	<u>COST TO CITY OF KNOXVILLE</u>
• Cylinder block	_____
• Short block	_____
• Long block	_____

- Engine piston kit _____
- Liner kit _____
- Connection rod bearings _____
- Connection rod bearings _____
- Main bearings _____
- Engine connecting rods _____
- Fuel transfer pump _____
- Oil pump _____
- Lower engine gasket _____
- Upper engine gasket _____
- Oil pan gasket _____
- Thermostat _____
- Camshaft _____
- Valve tappet _____
- Push rod _____
- Rocker lever _____
- Rocker lever housing _____
- Valve intake _____
- Valve exhaust _____
- Valve spring _____
- Engine wiring harness _____
- ETR control middle wiring harness _____
- ETR fuel control actuator _____
- Air compressor _____
- Turbocharger _____
- Turbo actuator _____
- Injection pump _____
- Injector _____
- Injector fuel supply connector _____
- Cylinder head _____
- Water pump _____
- Water pump kit _____
- Vibration damper _____
- EGR cooler _____
- EGR valve kit _____
- ECM _____

Cost of Labor Per Hour _____

ALLISON H40 HYBRID TRANSMISSION SUB-COMPONENTS:

<u>ITEM</u>	<u>COST TO CITY OF KNOXVILLE</u>
• Rotors A & B	_____
• Sun gear set	_____
• Thrust set	_____
• Pinion gear	_____
• Flange assembly	_____
• Carrier assembly	_____
• Stator housing	_____
• RDT harness	_____
• Lug box assembly	_____
• Splitline seal	_____
• Vent assembly	_____
• Motor A speed sensor	_____
• Motor B speed sensor	_____
• Pressure tap plug assembly	_____
• DPIM bypass stop	_____
• Viton ferrule	_____
• Oil level sensor	_____
• 31 way pass thru assembly	_____
• C1 clutch assembly	_____
• C2 clutch assembly	_____
• Drive clutch assembly	_____
• Reservoir pan	_____
• Reservoir pan gasket	_____
• Output shaft assembly	_____
• Yoke output spicer	_____
• Tachograph wheel	_____
• EMI drive unit	_____
• Battery interface module	_____
• Manifold housing	_____
• TCM	_____
• VCM	_____
Cost of Labor Per Hour	_____

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications for the “Engine, Transmission & Emission System Repair & Rebuilding” to open on May 11, 2018 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the items as specified for the prices listed on the attached cost forms.

We further attest that we agree to all contract requirements and terms noted on the bid documents.

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: _____

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 bid, 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., 49 CFR 655.15, and 49 CFR 40 and have been met and implemented.

(Signed)

(Title)

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

Title _____

My Commission expires _____

ANNEX A

List of Component Serial Numbers

Transit Buses

Vehicle #	Vehicle Type	Engine	Engine Serial #	Transmission	Trans Serial #
931	35' Optima	ISB CPL-8135	57255556	B300R	6510522682
932	35' Optima	ISB CPL-8135	60280770	B300R	6510526033
933	35' Optima	ISB CPL-8135	57262782	B300R	6510527528
935	35' Optima	ISB CPL-8135	57361175	B300R	6510590306
936	35' Optima	ISB CPL-8135	57361176	B300R	6510592434
937	35' Optima	ISB CPL-8135	46514364	B300R	6510592985
4001	35' Gillig	ISL	46996458	Voith D864.5	5073460
4002	35' Gillig	ISL	46996457	Voith D864.5	5073461
4003	35' Gillig	ISL	46996456	Voith D864.5	5073459
4004	35' Gillig	ISL	73146605	Voith D864.5	5095884
4005	35' Gillig	ISL	73146607	Voith D864.5	5094798
4006	35' Gillig	ISL	73146606	Voith D864.5	5095883
4007	35' Gillig	ISL	73149516	Voith D864.5	5094669
4008	35' Gillig	ISL	73149518	Voith D864.5	5095681
4009	35' Gillig	ISL	73168149	Voith D864.5	5094673
4010	35' Gillig	ISL	73248399	Voith D864.5	5101889
4011	35' Gillig	ISL	73245616	Voith D864.5	5101969
4012	35' Gillig	ISL	73245614	Voith D864.5	5103008
4013	35' Gillig	ISL	73245618	Voith D864.5	5101887
4014	35' Gillig	ISL	73245610	Voith D864.5	5101965
4015	35' Gillig	ISL	73245612	Voith D864.5	5101970
4016	35' Gillig	ISL	73390663	Voith D864.5	5112685
4017	35' Gillig	ISL	73390665	Voith D864.5	5113696
4018	35' Gillig	ISL	73390659	Voith D864.5	5113259
4019	35' Gillig	ISL	73390661	Voith D864.5	5114102
4020	35' Gillig	ISL	73386724	Voith D864.5	5112919
4021	35' Gillig	ISL	73386720	Voith D864.5	5114058
4022	35' Gillig	ISL	73454510	Voith D864.5	5118666
4023	35' Gillig	ISL	73457921	Voith D864.5	5121932
4024	35' Gillig	ISL	73457919	Voith D864.5	5121941
4025	35' Gillig	ISL	73459203	Voith D864.5	5121985
4026	35' Gillig	ISL	73454595	Voith D864.5	5121937

Transit Buses (Continued)

Vehicle #	Vehicle Type	Engine	Engine Serial #	Transmission	Trans Serial #
4027H	35' Gillig	ISB	74133907	ALLISON HYBRID	7110008997
4028H	35' Gillig	ISB	74132914	ALLISON HYBRID	7110008991
4029H	35' Gillig	ISB	74133891	ALLISON HYBRID	7110008998
4030H	35' Gillig	ISB	74133908	ALLISON HYBRID	7110008984
4031H	35' Gillig	ISB	74130521	ALLISON HYBRID	7110008990
4032H	35' Gillig	ISB	74130522	ALLISON HYBRID	7110008986
4033H	35' Gillig	ISB	74129218	ALLISON HYBRID	7110008985
5001	40' Gillig	ISL	46994692	Voith D864.5	5073457
5002	40' Gillig	ISL	46994686	Voith D864.5	5073458
5003	40' Gillig	ISL	46995326	Voith D864.5	5075131
5004	40' Gillig	ISL	46995379	Voith D864.5	5075247
5005	40' Gillig	ISL	46995370	Voith D864.5	5075132
5006	40' Gillig	ISL	46995322	Voith D864.5	5113696
5007	40' Gillig	ISL	73461587	Voith D864.5	5121933
5008	40' Gillig	ISL	73460250	Voith D864.5	5121984
5009H	40' Gillig	ISB	73621433	ALLISON HYBRID	7110007428
5010H	40' Gillig	ISB	73621434	ALLISON HYBRID	7110007425
5011H	40' Gillig	ISB	73613968	ALLISON HYBRID	7110007433
T31	35' Gillig	ISM	35234083	B400R	6510826494
T32	35' Gillig	ISM	35234085	B400R	6510832632
T33	35' Gillig	ISM	35234086	B400R	6510833440
T34	35' Gillig	ISM	35234084	B400R	6510836147
T35	35' Gillig	ISL	73456516	Voith	5121986
T36	35' Gillig	ISL	73459202	Voith	5120967
T37	35' Gillig	ISL	73459929	Voith	5121334
T38H	35' Gillig	ISB	73615649	H40HYBRID	7110007422
T39H	35' Gillig	ISB	73627244	H40HYBRID	7110007435
T40H	35' Gillig	ISB	73627214	H40HYBRID	7110007476

Fire Engines and City Trucks

Year	Make	Model	Description	Engine Serial #	Transmission Serial #
2017	FREIGHTLINER	M2	LIGHT RESCUE	74031889	6511410787
2009	PIERCE	VELOCITY	FIRE PUMPER-TELESC.WATER TOWER	06R1021546	6610267961
2004	FERRARA	500P	FIRE PUMPER	06R0763439	
2005	FERRARA	P503	FIRE PUMPER	06R0821482	
2005	FERRARA	P503	FIRE PUMPER	06R0799773-	
2007	FERRARA	IGNITER	FIRE PUMPER	06R0962789	
2010	FERRARA	INFERNO	FIRE PUMPER	06R1029788	6610296899
2010	FERRARA	INFERNO	FIRE PUMPER	06R1029790	6610296898
2010	FERRARA	INFERNO	FIRE PUMPER	06R1029789	6610296902
2011	FERRARA	IGNITER	FIRETRUCK, PUMPER	Detriot	
2011	FERRARA	IGNITER	FIRETRUCK, PUMPER	06R1033922	
2007	FERRARA	INFERNO	100 FT.AERIAL TOWER LADDER	06R0940948	
2007	FERRARA	INFERNO	100 FT. AERIAL PLATFORM	06R0955015	
2008	FERRARA	INFERNO	100 FT. AERIAL PLATFORM	06R0960289	6610248306
2011	FERRARA	IGNITER	77' LADDER/PUMPER FIRE TRUCK	06R1033920	6610315145
2013	FERRARA	INTRUDER II	FIRETRUCK LADDER/PUMPER COMBO	73293211	
2013	ROSENBAUER	COMMANDER	FIRETRUCK, LADDER/PUMPER COMBO	79676013	6610375266
2015	ROSENBAUER	COMMANDER	FIRETRUCK, LADDER/PUMPER	79800501	6610413185
2017	EMERGENCY ONE	CYCLONE 2	FIRETRUCK, AERIAL LADDER 95FT	79942025	6610448666
2016	EMERGENCY ONE	TYPHOON	75' LADDER/PUMPER COMBO	73963880	
2008	FERRARA	IGNITER	FIRE AER LAD - 77	06R1004326	
2003	FERRARA	IGNITER	FIRE HAZ MTRL TK	06R0744600	9470010027
2006	FERRARA	INTRUDER 2	FIRE HAZ MTRL TK	46657228	6510679937

ANNEX B

Federal Requirements Pertaining to Procurements Financed in Whole or in Part by the Federal Transit Administration

(Applies to Transit Bus Repairs Only)

No Government Obligation to Third Parties.

1. 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.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by 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.

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

2. 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 this DOT-assisted contract. 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)).

3. 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.

4. All bidders/proposers are required to submit the **Subcontractor Information Form** below. Additionally, the selected contractor, prior to contract award, must complete and submit the Commitment to Utilize DBE Certification form and subcontractors certified as DBE's through the TDOT Unified Certification Program who are participating in the project must submit the DBE Subcontractor Participation Certification form below.

5. 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 may not hold retainage from its subcontractors.

6. 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.

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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Breaches and Dispute Resolution.

1. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Knoxville Purchasing Agent. This decision shall be final and conclusive unless within ten (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.

2. Performance During Dispute - Unless otherwise directed by the City of Knoxville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3. 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 his employees, agents or others for whose acts he 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.

4. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) 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 in which the (Recipient) is located.

5. Rights and Remedies - 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, Architect 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. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an 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.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor further agrees it will not use any violating facilities and it will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". The Contractor agrees to report each violation to the City of Knoxville and understands and agrees that the City of Knoxville will, in turn report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

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

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.

Energy Conservation Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 18) – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Recycled Products/Recovered Materials Requirements (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873) - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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.

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 meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

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 THERETO.

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**

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

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 bid, his or her title being _____ of the firm; and
- (4) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (5) 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., 49 CFR 655.15, and 49 CFR 40 and 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%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

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

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

NOTARY PUBLIC:

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

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

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

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with 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: _____

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.

Official Business Name of Sub-Contractor	Contact Information
	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):

Official Business Name of Sub-Contractor	Contact Information
	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):

Official Business Name of Sub-Contractor	Contact Information
	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):

Official Business Name of Sub-Contractor	Contact Information
	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):