

INVITATION TO BID – INSTRUCTIONS AND CONDITIONS

Bulk Ice Control Rock Salt

Bulk ice control rock salt for snow and ice removal. Salt to have anti-caking ingredient in it. Rock salt to be bought in tons. Salt to be available for delivery from October 1, 2017, through March 31, 2018. Bid is for a fixed price agreement and quantities ordered are not guaranteed. Orders to be delivered as needed. See attached Price Sheets for additional area governmental entities' pricing.

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until **May 4, 2017, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to 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 **or mailing carton** containing a bid must be plainly marked on the outside as: **"ROCK SALT."**
5. **PRICE SUBMISSIONS:** The City of Knoxville gathers "Bulk Ice Control Rock Salt" bid pricing for several surrounding communities and other governmental entities. 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 or Price Sheets 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.
6. **IMPORTANT NOTE:** This Invitation to Bid may result in multiple awards, as each of the participating governmental entities shall determine if issuing a separate contract or purchase order may be in its best interest. Participating governmental entities each reserve the right to issue a secondary award to the second low bidder to ensure availability in the event of market scarcity.
7. **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.

8. **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.
9. All bids must be made on the Price Sheet supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
10. Bid pricing is to include all costs necessary to furnish the supervision, labor, materials, equipment, and services for delivery as stated.
11. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
12. Prior to submitting their bids, bidders are to be registered with the Purchasing Division 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.
13. Payment for completed services delivered to and accepted by the City shall be at the contract price.
14. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
15. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
16. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
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. Regarding the Equal Business Opportunity Program contracting, the appropriate Form 1 or Form 2 **must** be submitted with the bid. Successful bidders who include Form I with their bid, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment will not be released by the City until Form III is submitted.

19. 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.
20. 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.
21. 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 by close of business on April 27, 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.
22. 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.
23. 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.
24. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
25. By acceptance and delivery of Purchase Order(s) resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

Contractor shall defend, indemnify and hold harmless the Participating Governmental Entities (PGEs), their officers, employees and agents from any and all liabilities which may accrue against the PGE, their 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 PGEs, their agents or employees.

Contractor shall save, indemnify and hold the PGE harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the PGE 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 PGE; and Contractor shall assume and take over the defense of the PGE in any such claim, demand, suit, or cause of action upon written notice and demand for same by the PGE. Contractor will have the right to defend the PGE with counsel of its choice that is satisfactory to the PGE, and the PGE 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 PGE, such consent not to be unreasonably withheld or delayed. The PGE 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 PGE harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against PGE 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 Cover Sheet indicating City of Knoxville pricing and Price Sheets indicating pricing for other participating entities.
2. Non-Collusion Affidavit
3. **Form I or Form II to indicate Title VI compliance**

SPECIFICATION

Bulk ice control rock salt for snow and ice removal. Salt to have anti-caking ingredient in it. Rock salt to be bought in tons. Salt to be available for delivery from October 1, 2017, through March 31, 2018. Bid is for a fixed price agreement and quantities ordered are not guaranteed. Orders to be delivered as needed. See attached Price Sheets for additional area governmental entities' pricing.

NOTE: Each participating governmental entity shall be responsible for issuing its own purchase order to the lowest responsive/responsible bidder to that entity's area.

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications entitled "Rock Salt" to open on May 4, 2017, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the sums listed on the Price Sheet.

Firm Name: _____

Official Address: _____

(By)

(Name Typed)

(Title)

Date _____

Terms _____

email address _____

Telephone _____

INVITATION TO BID – BULK ICE CONTROL ROCK SALT
PRICE SHEET
Page One of Two

This list shows the entities and delivery addresses for each. Quantities are estimates only and are not guaranteed. **Please quote price per ton for each entity.**

City of Knoxville –

Option to purchase up to 4,000 tons to be delivered as needed
1400 Loraine Street; Knoxville, TN 37921 \$_____

City of Kingsport -

4,000 tons, with option to purchase an additional 2,000 tons, to be delivered as needed
Delivery to 609 W. Industry Drive; Kingsport, TN 37660 \$_____

City of Bristol -

Option to purchase up to 3,500 tons to be delivered as needed
Delivery to 1321 Weaver Pike; Bristol, TN 37620 \$_____

City of Elizabethton -

400 tons to be delivered as needed
Delivery to 729 South Sycamore Street; Elizabethton, TN 37643 \$_____

City of Mt Carmel -

500 tons, with option of 500 tons, to be delivered as needed
Delivery to 211 Hammond Avenue; Mt. Carmel, TN 37645 \$_____

City of Church Hill -

Option to purchase up to 1,000 tons to be delivered as needed
Delivery to 240 Silver Lake Road; Church Hill, TN 37642 \$_____

East TN State University -

Option to purchase up to 150 tons to be delivered as needed
Delivery to Physical Plant-Wilbur Bond Bldg.; Johnson City, TN 37614 \$_____

Town of Jonesborough -

300 tons, with option to purchase an additional 300 tons, to be delivered as needed
Delivery to 123 North Lincoln Street; Jonesborough, TN 37659 \$_____

Town of Surgoinsville -

Option to purchase up to 200 tons to be delivered as needed
Delivery to 1735 Old Stage Road; Surgoinsville, TN 37873 \$_____

City of Johnson City -

3,250 tons with initial delivery of 1,250 tons by 11/15/17; with option to purchase an additional 2,000 tons, to be delivered as needed
Delivery to 209 Water Street; Johnson City, TN 37601 \$_____

City of Newport -

Option to purchase up to 500 tons to be delivered as needed
Delivery to 140 Locust Avenue; Newport, TN 37821 \$_____

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REVISED PRICE SHEET
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Knox County –

Option to purchase up to 5000 tons to be delivered as needed
Delivery to 205 W. Baxter Avenue; Knoxville, TN 37917

\$_____

City of Alcoa –

Option to purchase up to 400 tons to be delivered as needed
Delivery to Alcoa, TN

\$_____

City of Maryville –

Option to purchase up to 500 tons to be delivered as needed
Delivery to Maryville, TN

\$_____

Blount County –

Option to purchase up to 300 tons to be delivered as needed
Delivery to Blount County, TN

\$_____

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: _____

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: _____