
INVITATION TO BID

**Rock, Crushed Stone, Sand, and Gravel
Pick-Up Service Only**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until **11:00:00 a.m.** (Eastern Time) on **Wednesday, December 15, 2021** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **pick-up service for rock, crushed stone, sand, and gravel.**

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

Join Zoom Meeting

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

Meeting ID: 850 5282 3213

Passcode: 319692

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Scope of Work:

The City of Knoxville Public Service Department is seeking to purchase: Rock, crushed stone, sand, and gravel as a pick-up service as needed and when required.

This Invitation to Bid is for **pick-up service ONLY**, as needed and when required by the City of Knoxville Public Service Department. The City will pick-up at Contractor's facility. Do not include off-site delivery or installation in price.

Bidders must bid the price for crushed rock from locations that are located no further than 5 miles outside of the City of Knoxville city limit. (This requirement directly relates to the cost the City incurs due to travel time to and from contractor's location: fuel costs, loss of work hours for staff traveling off-site for pick up, and travel to jobsite following rock pick up.)

The intent of the City is to award multiple, indefinite quantity, blanket purchase orders for multiple crushed rock sites within specified radius of city limits so the City may pick up rock from a location that is closest (and most cost effective) to the job site where the materials are required. **The City will only purchase from crushed rock contractors awarded under this contract during the contract term.** Contract shall be for one (1) year with two (2) optional one-year renewals, for a total of three years at the same terms and conditions, subject to **agreement of both parties.** The City reserves the right to purchase the awarded aggregates off contract when contract Vendors cannot supply the material required, or in the event of an emergency where time is of the essence.

BIDDERS ARE NOT REQUIRED TO BID ALL LINE ITEMS TO BE ELIGIBLE FOR AWARD.

This will be a multiple award contract. The City will accept all responsive bids submitted on or before the specified bid opening date, and make an award to all responsive, responsible bidders with at least one crushed rock plant location located no further than 5 miles outside of the City of Knoxville city limit. Plant locations outside the designated area are subject to approval of the Director of Public Service.

As needs arise, the City may review the tabulated list of awarded vendors, evaluate total cost to the City, and determine the vendor with the lowest responsive cost to the department. An award does NOT guarantee a vendor will receive an order during the term of this contract or that the awarded items will be requested by the department. The City who may purchase all, some, or none of the items contained in this invitation to bid. **NO SPECIFIC QUANTITY IS GUARANTEED.**

FREIGHT F.O.B. ORIGIN – (PICK UP AT PLANT)

When pick-up service is required for a job or project, the department will evaluate **total costs** from the three closest plant locations to the requestor’s job site (with an adequate inventory to meet the City’s need for immediate service), and award to the contract vendor where the **total cost to the City is lowest.**

Cost of the material, availability, distance from the job site, and cost to the City for two men and one truck to travel to, and return from, vendor’s plant location will be a consideration when determining award. The decision of the department as to the location for use shall be final.

It will be the Contractor’s responsibility to supply any necessary equipment and labor to load materials on to City vehicles. The City shall be responsible for supplying equipment and labor to haul requested product to delivery point. Quantities will vary with the needs of the department and may not be a full truckload.

The City will pick-up at vendor’s plant location during normal business hours and will notify vendor in advance of intent to purchase crushed stone. All other aggregates awarded should be kept in sufficient stock to meet the City’s needs for one-day use.

ESTIMATED QUANTITIES

All requested aggregate types are listed below. The quantities are estimated amounts purchased during the 2020/21 fiscal year and are given for the information of bidder, and for the purpose of bid evaluation. They may or may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period; the location of bidder’s plant/storefront(s); and the number of locations required to meet the service needs of the City. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the City. **NO SPECIFIC QUANTITY IS GUARANTEED.**

TYPE	ESTIMATED QUANTITIES PURCHASED PER TON 2020/21
STONE #2	20
STONE #3	892.91
STONE #4	

STONE #10	17.25
STONE #24	
STONE #57	
STONE #57 - YM	
STONE – FILTER	232
RIP RAP	123.35
SHOT ROCK	38.11
SURGE	29.43
PRIMARY OUTPUT/SURGE	
GRADE D BASE PUG	107.49
CRUSHER RUN (BASE STONE)	
CRUSHER RUN/GRADE C BASE	867.4
MASONRY SAND – YELLOW, LIMESTONE, RED RIVER	223.63
RIVER SLICKS (6-14IN)	
RIVER SLICKS (3-5IN)	10
½ INCH BROWN PEA-GRAVEL	15

NOTE: If no tonnage is listed it is due to the fact that either: 1. Minimal quantities are purchased or 2. Variations in the product differ between quarries and the City tracking system in unable to provide an estimate. Please refer to pricing sheet on how to estimate types not listed.

FIRM BID PRICE PERIOD

Prices quoted shall be firm for the duration of the contract, except in the event an unexpected charge is imposed on the Contract holder by a federal, state, county or city government entity during the term of the contract. The vendor/contractor may invoice the City for the imposed charge amount as long as it provides proof (invoice or statement, etc.) of the imposed charge to the user agency. The City shall also be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor holder must provide written price reduction information within ten (10) days of its effective date.

PRICING

Pick-up price, per ton, per location shall include all charges, including loading of materials onto City owned vehicles, and be net 30. Bidders must submit their lowest net, per ton, bid prices for the commodities specified on the bid form, guaranteed firm for the contract duration. Price shall include all necessary equipment and labor per ton to supply and load materials on to City-owned vehicle at that location and shall NOT include any delivery charges. Each location must be identified separately.

Bidder may:

- submit alternate (separate) bids for each of its plant locations; or
- submit one bid for all of its plant locations that have the same pricing for the same line item.

Bidder shall list, or attach a document listing, all of its plant locations for each bid submitted and identify what materials are available at each plant/location. The location where materials are picked up shall be clearly identified on all invoices and pick-up tickets.

DISCOUNTS FOR EARLY PAYMENT

Bidders may offer discounts for prompt payment of invoices, however, such discounts will not be used in determining the final net prices offered. The City may take advantage of such discounts, if offered.

BILLING INSTRUCTIONS

The vendor/contractor shall invoice the City only after product has been received by the user agency or upon completion of the service requested. All charges, are to be listed on the bid form and included in the per ton price of the aggregate being purchased. Additional charges, including but not limited to fuel surcharges, are NOT payable and will be deducted from any invoices received.

The contractor shall submit an invoice, with all necessary supporting documentation, to the City agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract or purchase order number: (assigned by the City)
4. Plant location from which the materials were picked-up as identified in bid submitted by contractor;
5. Project Name or location where materials are scheduled for use (to be provided by the department);
6. Account Name;
7. Account/Customer number (uniquely assigned by the vendor/contractor);
8. Contractor name;
9. Contractor contact (name, phone, fax or email address for the person to contact with billing questions);
10. Contractor remittance address
11. Description of products(s) or service; and
12. Total amount due for products(s) or services.

PAYMENT

By submitting a bid the Contractor agrees that timeframe for payment (and any discounts) begins when the City has received and accepted the materials, and is in receipt of a correct invoice meeting the minimum requirements above. Standard payment term for the City of Knoxville is NET 30. Contractor must be able to apply payment received, in the form of one check, to multiple invoices in an accurate matter. Failure on behalf of Bidder to maintain accurate records may be cause for cancellation of the contract.

EMERGENCY SUPPLIES

After hours, emergency supplies, if required, shall be provided by Contractors on an as needed and when required basis. As part of this bid, Contractor shall provide the name, after hours phone number, and email address of an emergency contact familiar with this contract, and has the ability to provide the services required.

BID REJECTION

Bids may be rejected if the location of the Bidder's plant is considered too far to meet the City's needs for service.

Bid prices which are, in the opinion of the Purchasing Agent, unbalanced may be rejected.

CLARIFICATION: The term "unbalanced" shall be interpreted as meaning. Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the Purchasing Agent, or if such unbalanced prices are contrary to the interest of the City.

Specifications:

Specifications for Crushed Stone, Boulders, Gravel and Sand:

All materials furnished shall be in conformity with the material requirements. In the event the City Engineer or other City representative finds the materials are not in conformity with the specifications, the materials shall be removed and replaced, or otherwise corrected, at the contractor's expense.

Duties of the Inspector: City of Knoxville Inspectors will be authorized to inspect all materials furnished. Such inspection may extend to the preparation and manufacture of the materials to be used.

Defective Material: All materials found to be unacceptable for any reason shall not be delivered to the site if rejected elsewhere, or shall be removed from the site or processing batch plant if rejected there.

Public Convenience and Safety: Precaution shall be exercised at all times for protection of persons and property.

Load Limitations: Contractor shall adhere to all legal load limits.

A term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. The metric ton shall consist of 1,000 kilograms.

Unless otherwise specified, certified weights may be accepted for materials measured or proportioned by weight that are shipped by truck transport, provided that only the actual weight of the material delivered is paid for.

In all cases where measurement of materials is based on certified weights, the Contractor will be required to furnish the City certified weigh bills showing the net tons (metric tons) of materials received. In no case will the City pay for materials in excess of the amounts represented by the certified weigh bills.

The Contractor or materials supplier will employ a Certified Public Weigher as defined in the Certified Public Weigher Law of 1981, Tennessee Code Annotated, Section 47-26-801, et. Seq., as amended. All applicable materials shall be measured in accordance with the Certified Public Weigh Law on scales approved by the City. Weight (haul) tickets shall be provided by the Contractor in accordance with the specifications and as directed by the City.

Stockpiles: The area for each stockpile shall be of adequate size, reasonably uniform in cross section, well-drained and cleared of foreign materials. Stockpiles shall be sufficient size to provide for a minimum of one day's operations. The aggregate stockpiles shall be placed on a firm, hard surface such as a compacted aggregate or stabilized base, bituminous or concrete and shall be constructed by placing the aggregates in layers not more than one (1) meter thick.

Aggregates from the haul way areas shall not be used. The piles shall be located so that there is no contamination by foreign material and no intermingling of aggregates from adjacent piles.

Aggregates from different sources and of different gradings shall not be stockpiled near each other unless a bulkhead is placed between the different materials. Aggregates of different gradings and from sources for use in blends shall be blended by proportion through the weigh hoppers. Aggregates found segregated or contaminated will be rejected for use. A rejected stockpile may be reconstructed for further evaluation. Aggregates shall be removed from stockpiles in a manner such as to prevent segregation.

Aggregates which require washing shall not be used sooner than 24 hours after washing or until the surplus water has drained out and the material has a uniform moisture content.

Steel tracked equipment will not be permitted on the stockpiles.

PRODUCT SPECIFICATIONS

CRUSHED STONE GENERAL DESCRIPTION: Crushed stone is a form of construction aggregate, typically produced by mining a suitable rock deposit and breaking the removed rock down to the nearest size using crushers. It is distinct from gravel which is produced by natural processes of weathering and erosion, and typically has a more rounded shape.

Crushed Stone, Aggregate Gradings A thru E: Aggregates for Mineral Aggregate Base and Surface Courses shall be crushed stone, crushed slag, crushed or uncrushed gravel, crushed or uncrushed chert, crushed recycled concrete, or screened reclaimed asphalt pavement (RAP) together with such material as manufactured sand or other fine materials naturally contained, or added thereto as needed to conform with these specifications. The aggregate shall be of 2 Types: Type A and Type B.

(a) Type A aggregate for mineral aggregate base and surface courses shall consist of hard durable particles or fragments of stone, slag, gravel, or chert, and other finely divided mineral matter. Recycled concrete aggregate or reclaimed asphalt pavement, at a maximum rate of 25%, by weight, may be used for Type A aggregate, provided the contained aggregate blend meets all of the requirements specified below. The recycled concrete and asphalt shall be crushed and screened to produce a uniform stockpile before being blended with the virgin material. The recycled stockpiles shall be free of bricks, steel, wood, and all other deleterious materials. Individual or blended materials shall meet the requirements specified below:

1. Crushed stone shall be free of silt and clay. The coarse aggregate portion (retained on the No. 4 (4.75 mm) sieve) of the stone shall have a percentage of wear of not greater than 50, and when subjected to five (5) alterations of the sodium sulfate soundness test, the weighted percentage of loss shall not exceed 15.
2. Crushed slag shall be free of silt and clay and shall meet the quality requirements of crushed stone. It shall be reasonably uniform in density and shall have a dry-rodded weight of at least 70 lbs/cubic foot.
3. Gravel and chert shall be screened and all oversize material may be crushed and fed uniformly back over the screen. The coarse aggregate portion shall have a percentage of wear of not greater than 50, and when subjected to five (5) alterations of the sodium sulfate soundness test, the weighted percentage of loss shall not exceed 15. The portion of the material passing the No. 40 (425 um) sieve shall be non-plastic, or shall have a liquid limit of not greater than 30 and a plasticity index of not more than eight.

If the aggregate, coarse aggregate or binder, in addition to that present in the base material, is necessary in order to meet the gradation or density requirements or for satisfactory bonding of the material, it shall be uniformly blended with the base course material at the mixing plant by a mechanical feeder to maintain a uniform flow on the belt in the mixer. Blending of materials on the stockpiles or in the pits by bulldozer, clamshell, dragline or similar equipment will not be permitted.

The composite gradation of Type A aggregate shall be the grading specified.

(b) Type B aggregate for mineral base shall consist of crushed or uncrushed gravel, crushed or uncrushed chert, crushed stone or crushed slag, and other finely divided particles. Recycled concrete aggregate or reclaimed asphalt pavement, at a maximum rate of 30%, by weight, may be used for Type B aggregate provided the combined aggregate blend meets all of the requirements specified below. The recycled concrete and asphalt shall be crushed and screened to produce a uniform stockpile before being blended with the virgin material. The recycled stockpiles shall be free of bricks, steel, wood, and all deleterious materials. The quality of Type B aggregate shall be the same as the quality requirements for Type A aggregate with the following exceptions:

- The Sodium Sulfate Soundness shall not exceed 20. Type B aggregate shall be screened and the oversize materials may be wasted or crushed and returned over the screen and uniformly blended with the other material.
- Material having clay content greater than 12%, as determined by hydrometer analysis (AASHTO T 88), will not be permitted. Material having a clay content not exceeding 12% will be acceptable provided a plasticity index-fines product does not exceed 3 when calculated by the following formula:
$$\frac{\% \text{Passing No. 40(425 um)} \times \text{P.I. of No. 40(425um) Material}}{100}$$

If an excess binder occurs, crushed stone, crushed slag, gravel, chert, sand, or other approved granular materials shall be uniformly incorporated in such proportions, not to exceed 20% of the total mix, as the Engineer directs.

If the quantity of binder is insufficient to bond the base or surface course properly, additionally binder of approved quality, in an amount not to exceed 15% of the total mix, shall be uniformly incorporated as directed by the Engineer.

The use of material requiring the addition of coarse aggregate or binder in excess of the above limits will not be permitted, unless otherwise instructed by the City.

Blending of additional material, if required, should be performed at the screening. If blending is done at the plant, mechanical feeders will maintain a uniform flow of the materials on the conveyor belt to the mixer or screening plants shall be employed. Blending of materials on the stockpile or in the pit by means of a bulldozer, clamshell, or similar equipment will not be permitted.

When combinations of materials for Type B aggregate for mineral aggregate base and surface courses such as creek gravel and chert, bank gravel and chert, crushed stone and chert, crushed slag and chert, are permitted, they will be designated on the Plans or in the Contract, and the pertinent requirements for this specifications for quality, blending of materials, and gradings shall apply.

The composite gradation of Type B aggregate shall be the grading specified in the Plans or in the Contract.

Grading Table for Type A and Type B Aggregate for Mineral Aggregate Base and Surface Courses
Total Per Cent by Weight, Passing Sieves

Sieve Size	Grading A	Grading B	Grading C	Grading D	Grading E
2 ½ in (63mm)	100				
2 in (50mm)	95-100	100			
1 ½ in (37.5mm)		95-100	100	100	
1 in (25mm)			90-100	95-100	100
¾ in (19mm)		65-95		60-95	90-100
3/8 in (9.5mm)	35-65		45.74	50-80	65-100
No. 4 (4.75mm)		35-55	30-55	40-65	
No. 16 (1.8mm)		15-45		20-40	
No. 100 (150mm)	0-10	4-15	4-15	9-18	5-15

Uses:

Crushed natural stone is a key material for macadam road construction which depends on the interlocking of the individual stone's angular faces for its strength. Crushed stone is also used similarly without a binder for riprap, railroad track ballast, and filter stone. It may also be used with a binder in a composite material such as concrete, tarmac, or asphalt concrete.

Crushed stone is also used for driveways, drainage, and is often mixed with asphalt, placed around trees, landscaping, French drains, and as a sub-base for concrete sidewalks, concrete driveways, and patios, septic systems, and tracking pads for job sites.

Gravel, Crushed Chips, (No. 6, 7 or 8):

The crushed chips will be machine crushed or machine ground from natural stone and shall be available from 6mm, 7mm, and 8mm sizes and in a variety of colors. Crushed chips can be used to decorate pavement, gardens, bathrooms, pools or fish tanks.

Gravel, Bank or Chert (CLS B, GRD C or D):

Gravel is composed of unconsolidated rock fragments that have a general particle size range and include size classes from granule to boulder-sized fragments. Gravel is sub-categorized by the Udden-Wentworth scale into granular gravel (2 to 4mm or 0.079 to 0.16 in) and pebble gravel (4 to 64mm or 0.2 to 2.5 in). One cubic yard of gravel typically weighs about 3,000 pounds (or a cubic meter is about 1,800 kilograms). Where natural gravel deposits are insufficient, gravel is often produced by quarrying and crushing hard-wearing rocks, such as sandstone, limestone, or basalt.

Bank Gravel is a natural mound or exposed face of gravel, particularly such a place from which gravel is dug.

Uses:

Gravel is used to surface roads and to manufacture concrete.

Chert is a fine-grained silica-rich microcrystalline, cryptocrystalline or micro fibrous sedimentary rock that may contain small fossils. It varies greatly in color (from white to black), but most often manifests as gray, brown, grayish brown and light green to rusty red; its color is an expression of trace elements present in the rock, and both red and green are most often related to traces of iron (in its oxidated and reduced forms respectively). "Common chert" is a variety of chert which forms in limestone formations by replacement of calcium carbonate with silica. This is the most abundantly found variety of chert.

Uses:

Chert is ubiquitous as stream gravel and fieldstone and is currently used as construction material and road surfacing. Part of chert's popularity in road surfacing or driveway construction is that rain tends to firm and compact chert while other fill often gets muddy when wet. However, where cherty gravel ends up as fill in concrete, the slick surface may cause localized failure.

Stone, Gabion (Spec Class A-1 Rip-Rap) Size 2 in to 12 in:

Rip-Rap shall consist of stones as nearly as practicable in the form of right rectangular prisms. At least 50%, by weight, of the stones shall weigh in excess of 150kg each, and the remainder of the stones shall weigh from 50 to 150kg each. The gradation of materials furnished as rip-rap will be accepted or rejected based on a visual examination of the material by the Engineer.

A gabion is a cage, cylinder, or box filled with rocks, concrete, or sometimes sand and soil for use in civil engineering, road building, and military applications. For erosion control, caged riprap is used. For dams or in foundation construction, cylindrical metal structures are used.

Uses:

Gabions are used to stabilize shorelines, stream banks or slopes against erosion. Other uses include retaining walls, temporary floodwalls, silt filtration from runoff, for small or temporary/permanent dams, river training, or channel lining. They may be used to direct the force of a flow of flood water around a vulnerable structure. Gabions are also used as fish barriers on small streams.

Rip-Rap:

- 2" to 3" are used for bases beneath larger rip-rap products and sub-base courses.
- 4" to 8" are used in stream bank stabilization, gabions, and pipe discharges.
- 6" to 12" are used in stream bank stabilization and erosion control.

Boulders (Approximately 1 to 3 Feet): Boulders shall be rounded or sub-rounded granite and limestone boulders.

Uses:

Boulders are used for landscaping, ponds and retaining walls.

Sand is a naturally occurring granular material composed of finely divided rock and mineral particles. Sand particles range in diameter from 0.0625 mm (or 1/16mm) or 2 mm. An individual particle in this range size is termed a sand grain. Sand grains between gravel (with particles ranging from 2 mm up to 64 mm) and silt (particles smaller than 0.0625 mm down to 0.004 mm). The composition of sand is highly variable, depending on the local rock sources and conditions.

Mason Sand is a coarse sand. It is a mixture of beige, tan, gray, brown, and some white. Mason sand is used to mix concrete and mortar for laying blocks, bricks, and stone.

Utility Sand is a fine sand. It is usually a mixture of beige, tan, gray, brown, and white. It is used to backfill utility pipe such as water, gas, or electric, and to backfill trenches.

Uses: In addition to the uses listed above, sand can be used as follows:

- Mortar: Sand is mixed with cement and sometimes is used in masonry construction.
- Concrete: Sand is often a principle component of this critical construction material
- Landscaping: Sand makes small hills and slopes (for example, in golf courses).
- Paint: Mixing sand with paint produces a textured finish for walls and ceilings or non-slip floor surfaces.
- Roads: Sand improves traction (and thus traffic safety) in icy or snowy conditions.
- Sandbags filled with sand are used to protect against floods and gunfire.
- Water Filtration: Media filters use sand for filtering water.

Bid Submission Requirements:

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

1. [Bid Form](#) showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. [Non-Collusion Affidavit](#)
3. [Iran Divestment Act Certification of Non-Inclusion](#)
4. [Diversity Business Enterprise \(DBE\) Program form](#)

Instructions and Conditions:

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until **Wednesday, December 15, 2021, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Rock, Crushed Stone, Sand, and Gravel."
7. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** If submitting electronically, a paper bid is not required.
8. All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on Wednesday, December 15, 2021. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "ITB - Rock, Crushed Stone, Sand, and Gravel", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Crushed Stone.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
10. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation

Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.

11. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
12. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
13. **Bid submissions from un-registered bidders may be rejected.**
14. Payment for completed services delivered to and accepted by the City shall be at the contract price.
15. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
16. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
17. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may award to the next most responsive, responsible bidder.
18. 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.
19. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
20. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
21. 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.
22. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by

the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.

23. 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.
24. 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 **Karisa Scott, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at kscott@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 any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
25. 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.
26. 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.
27. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Division specifying such failure.
28. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
29. 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.
30. 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.

31. 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.
32. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Noninclusion form may be found in this solicitation document.
33. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

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

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

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

- B. **Automobile Liability Insurance**; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles

owned, leased, hired, or borrowed by or on behalf of Contractor.

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

waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

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

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

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

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

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

Submission Forms

**CITY OF KNOXVILLE
BID FORM**

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

Having carefully examined the specifications entitled “**Rock, Crushed Stone, Sand, and Gravel**” to open on **December 15, 2021, 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, and services to do the work and provide the aggregates as specified for the amounts shown on the attached bid forms:

Firm Name: _____ Date: _____

Official Address: _____

(By) _____ (Name Typed)

(Title)

Email _____ Phone _____

**AFTER HOURS
EMERGENCY CONTACT LIST**

1. First Point of Contact

Name: _____ Title: _____

After hours
Phone number: _____ Email: _____

2. Alternate Contact

Name: _____ Title: _____

After hours
Phone number: _____ Email: _____

CITY OF KNOXVILLE
BID FORM
Rock, Crushed Stone, Sand, and Gravel

Name of Location (as it will appear on invoice):

Address:

Phone: _____ Hours of Operation: _____

INSTRUCTIONS:

If the aggregate listed is not available at the site identified above, please leave the space blank or enter N/A in the space provided.

Bidder may submit alternate (separate) bids for each of its plant locations, or submit one bid for all of its plant locations that have the same pricing for the same line items.

- If Bidder is submitting alternate (separate) bids for each location, please make a copy of this form and submit a separate bid for each location.
- If Bidder has several locations where the hours of operation, pricing and availability are the same as stated below, please state as such, and attach a list to the bid form of all locations where these materials are available.

All charges, are to be listed on the bid form and included in the per ton price of the aggregate being purchased. Additional charges, including but not limited to environmental fees and fuel surcharges, are NOT payable and will be deducted from any invoices received.

DESCRIPTION	PRODUCT CODE	PRICE PER TON IF PICKED UP AT PLANT
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STONE:

Stone - #2	_____	_____ Per Ton
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Stone - #3	_____	_____ Per Ton
------------	-------	---------------

Stone - #4	_____	_____ Per Ton
------------	-------	---------------

Stone - #10	_____	_____ Per Ton
-------------	-------	---------------

Stone - #24	_____	_____ Per Ton
-------------	-------	---------------

Stone - #57	_____	_____ Per Ton
-------------	-------	---------------

Stone - #57 – YM	_____	_____ Per Ton
------------------	-------	---------------

Stone – Filter	_____	_____ Per Ton
----------------	-------	---------------

Stone – (All sizes Other than as Specified.)	_____	_____ Per Ton
--	-------	---------------

_____	_____ Per Ton
-------	---------------

_____	_____ Per Ton
-------	---------------

RIP RAP:

Rip Rap	_____	_____ Per Ton
---------	-------	---------------

While the above types are the most common rip rap purchased, we understand that rip rap frequently is sold in different sizes. If so, please list the sizes, type, and a price per ton below:

_____	_____ Per Ton
-------	---------------

_____	_____ Per Ton
-------	---------------

_____	_____ Per Ton
-------	---------------

SHOT ROCK:

Shot Rock	_____	_____ Per Ton
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SURGE:

Surge _____ Per Ton

Primary Output
/Surge _____ Per Ton

PUG:

Grade D Base
PUG _____ Per Ton

CRUSHER RUN:

Crusher Run
(Base Stone) _____ Per Ton

Crusher Run –
(All other grades
Other than
Specified.) _____ Per Ton

_____ Per Ton

_____ Per Ton

MASONRY SAND:

Masonry Sand
Yellow _____ Per Ton

Masonry Sand –
(All other colors
Other than
Specified if
Priced different.) _____ Per Ton

_____ Per Ton

_____ Per Ton

RIVER SLICKS:

River Slicks
(6 in-14in) _____ Per Ton

River Slicks
(3 in-5in) _____ Per Ton

GRAVEL:

Gravel 1/2in
Brown Pea-Gravel _____ Per Ton

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

(Signed): _____

Title: _____

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

NOTARY PUBLIC

My Commission expires _____

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

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

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

NOTARY PUBLIC:

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

My commission expires: _____

Diversity Business Enterprise Program (DBE) Program

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

The City of Knoxville's Fiscal Year 2021 goal is to conduct 5.35% of its business with minority owned businesses, 9.5% of its business with women-owned businesses, and 38.4% with small businesses.

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

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

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

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: _____