

CITY OF KNOXVILLE
INVITATION TO BID

Concrete

Sealed bids, invited by the City of Knoxville, for concrete 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 **August 18, 2021** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Concrete Bid Opening

Time: Aug 18, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84217917694?pwd=VTIkYjM1NHVTT3c2bzduajkyWk51Zz09>

Meeting ID: 842 1791 7694

Passcode: 545935

One tap mobile

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This Invitation to Bid is for a fixed price agreement on all concrete that the City uses to be purchased on an as-needed basis. **The City will only purchase concrete from contractors awarded under this contract during the contract term.** Contract will be for six (6) months with five (5) optional six-month renewals, for a total of three (3) years at the same terms and conditions, subject to **agreement of both parties.**

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

This will be a multiple award contract. The City reserves the right to make award to multiple bidders. 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 able to supply the necessary concrete within the acceptable lead time.

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 may purchase all, some, or none of the items contained in this invitation to bid. **NO SPECIFIC QUANTITY IS GUARANTEED.**

Purchases will be made on a rotating basis; however, the City may make purchases outside of the normal rotation based on availability for quantity needed.

ESTIMATED QUANTITIES

For the purposes of pricing it is estimated that the City would have to purchase approximately 130 cubic yards during a six-month period. This is an estimated quantity only and **NO SPECIFIC QUANTITY IS GUARANTEED.**

FIRM BID PRICE PERIOD

Prices quoted shall be firm for the duration of the contract term, 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.

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. The contractor shall submit an invoice to the City agency billing address clearly and accurately detailing 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. Account/Customer Number (uniquely assigned by the contractor/vendor)
5. Contractor Name
6. Contractor Contact (name, phone, fax or email address for the person to contact with billing questions)
7. Contractor Remittance Address
8. Item Number, description, and number ordered
9. Per item price
10. Number of items shipped

11. Shipping charges
12. Total amount due for product(s)

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.

BID REJECTION

Bids may be rejected if the Bidder is unable to meet an acceptable lead time.

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.

PRODUCT SPECIFICATIONS

- Flowable Fill

- 4500 PSI Mix

- 4000 PSI Mix

- 3000 PSI Mix

- High Early Mix

- Fiber Additive 1%

- Fiber Additive 2%

- Fiber Additive 3%
- Calcium Chloride Additive 1%
- Calcium Chloride Additive 2%
- Calcium Chloride Additive 3%

DELIVERY INSTRUCTIONS

Deliveries should be coordinated with the end-user department. Deliveries to be within the City of Knoxville.

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 **August 18, 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. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Division, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: **“Concrete.”**
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
8. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
9. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
10. **Bid submissions from un-registered bidders may be rejected.**
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty

information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.

13. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
14. All 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 Knoxville 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. Bidders must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
19. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
20. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **Taylor Childress, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at tjchildress@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.

21. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
22. 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.
23. 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.
24. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

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

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

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

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

25. Price Adjustments: After the completion of the first base year term and any renewal terms thereof, the bidder may adjust the unit prices in accordance with the increase or decrease, if any, in the Producer Price Index (PPI), using as a basis of such adjustment the Ready-mix concrete manufacturing “-pcu32732-32732-” (“Index”) not seasonally adjusted for the month prior to the term expiration, published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

PPI for current period (Current January Index):	134.0
-PPI for previous period (Prior January Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior 6-month Index (129.9) = 0.032 x 100 = 3.2% index change
3.2% index change x current Unit Price = Price Increase + Current Unit Price = New Unit Price

The City also may adjust the contract downward if the PPI index decreases by (10%) or more from the date of the last increase in the unit price. The increase in the unit prices may occur after Contractor has given the City written notice of such change and the City’s Contract Manager approves the calculation.

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications entitled "Concrete" to open on August 18, 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 materials and delivery as stated for the following sum:

GUARANTEE of delivery no later than (Bidder must initial): _____

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

(Title)

Date _____

Email _____

Phone _____

CITY OF KNOXVILLE
BID FORM PRICING SHEET

<u>Items for Bid</u>	<u>Bid Price Per Cubic Yard Pickup</u>	<u>Bid Price Per Cubic Yard Delivered</u>
<u>Flowable Fill</u>		
<u>4500 PSI Mix</u>		
<u>4000 PSI Mix</u>		
<u>3000 PSI Mix</u>		
<u>High Early Mix</u>		
<u>Fiber Additive 1%</u>		
<u>Fiber Additive 2%</u>		
<u>Fiber Additive 3%</u>		
<u>Calcium Chloride Additive 1%</u>		
<u>Calcium Chloride Additive 2%</u>		
<u>Calcium Chloride Additive 3%</u>		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

Signed: _____

Title: _____

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

My commission expires: _____

IRAN DIVESTMENT ACT

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 (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 woman-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)

_____ do certify that on the
(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: _____