

**CITY OF KNOXVILLE
EVALUATED INVITATION TO BID**

**Streetscapes Maintenance -
Cumberland Ave/ Tyson Park Entrance
and Island Home Avenue River Walk**

The City of Knoxville seeks bids from responsible firms to provide landscaping and maintenance services to Cumberland Ave/ Tyson Park Entrance and Island Home Avenue River Walk. The work performed under this contract will be that of a professional landscaping service, from March 19, 2018 through March 18, 2019. The successful bidder shall bid the amount per two-week cycle (14 calendar days) and a total amount for the one year contract bid. Contract shall be for a one (1) year period with one (1) optional one-year renewal.

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until **11:00:00 a.m. (Eastern Time) on December 11, 2017**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable. In making its award, the City will evaluate, in addition to pricing, administrative capability, equipment on hand and condition, references, work load, disposal plan, and past performance. In short, the lowest price quoted may not win the subsequent award, as these other evaluation criteria are extremely important to the City and the City's evaluated decision shall be final.

SPECIFICATIONS

The City of Knoxville seeks bids from responsible firms to provide landscaping and maintenance services as specified. The contractor shall be responsible for performing all work on sites specified below in a professional and workmanlike manner, using quality equipment and tools. Detailed specifications for the work are listed below.

Services include two (2) locations outlined on the attached map sheets that comprise of streetscape maintenance. Locations include: (1) Cumberland Avenue/Tyson Park Entrance, and (2) Island Home Avenue River Walk.

1. Cumberland Avenue: The site straight-line distance is approximately 2,500 feet from Twenty Second Street to just north of South Seventeenth Street. The landscaping includes the right-of-way on both sides of the street and sections of the median, as well as, the Cumberland Avenue entrance to Tyson Park. Planting beds consist of 16 different plant types: seven (7) shrub species and nine (9) ground cover plants. This includes 322 shrubs and 4,899 ground cover plants (see plant list below.) The landscaping beds total an estimated area of 16,560 square feet, which includes 55 cutouts that total 6,620 square feet and the beds on the medium total 7,980 square feet. The Tyson Park entrance is approximately 1,960 square feet.
2. Island Home River Walk: The site straight-line distance is approximately 860 feet, located across from River's Edge development. Planting beds consist of eight (8)

different plant types: three (3) shrub species and five (5) ground cover/perennial plants. This includes 340 shrubs and 443 ground cover plants (see plant list below.) The landscaping beds total an estimated area of 6,880 square feet.

Landscaping and maintenance work shall consist of mulching, fertilizing, pre-emergence, and post emergence treatments, insect/disease control, pruning and general maintenance as needed and as directed by the Horticulture Manager.

- a) Mulching: Contractors are responsible for supplying and installing all mulch necessary to maintain landscape beds. Beds must be mulched seasonally so they remain weed free year round. Mulch must be approved by Horticulture Services Manager prior to usage. Mulch beds that already have four (4) inches of mulch do not need additional mulch applied. These beds shall be turned to help air and water penetrate and to present a fresh appearance.
- b) Fertilizing: Fertilize all plants and shrubs twice per year: March and October. Horticulture Manager must approve the materials used prior to application.
- c) Pre-emergence/Post Emergence: Contractors are responsible for supplying and applying in a seasonable manner to help keep mulch beds free of weeds and wild plant growth. Treat all beds twice per year; once in the Spring and again in the Fall. Horticulture Manager must approve the materials used prior to application.
- d) Insect/disease control: Apply as needed. Report infestations and conditions to the Horticulture Manager immediately upon discovery.
- e) Pruning: Contractor is responsible to cut out dead plant material at least every two-weeks. Tree pruning will be conducted by Urban Forestry and Horticulture employees; and therefore, is it not a part of this contract.
- f) General maintenance: At a minimum, remove all trash, liter, debris and dead plants/limbs every two weeks.

The contractor shall be responsible for performing all work on sites specified under Locations (in this document) in a professional and workmanlike manner, using quality equipment and tools. Contractor shall comply with these general guidelines:

- a) All work defined in this specification shall be accomplished beginning the third (3rd) Monday in March and continue for a total of twenty-six (26) cycles. Slight changes in scheduling may be necessary for special events.
- b) The work may not occur on Sundays without permission of the Horticulture Services Manager.
- c) Contractor will be required to provide a schedule of when maintenance

will be conducted at each site prior to the third (3rd) Monday of March for each contract year. After each scheduled landscaping cycle, the Horticulture Services Manager shall be notified in writing of completion of that cycle by completing the attached checklist.

d) String trimmers must not make contact with trees. The contractor shall be responsible for any damage caused by his operations to any plants, trees, shrubs, fences, signs, vehicles and any other property. As specified in the City of Knoxville Tree Ordinance; the City may impose penalties for tree related damages.

e) Keep all tree mulch rings free of debris and/or damage from equipment.

f) Contractors that provide horticulture lawn or pest control services using herbicides, fungicides or insecticides must retain a "Horticulture Lawn and Turf" (HLT) license, a valid certification, and comply with all regulatory requirements.

g) City of Knoxville Guidelines when using herbicides:

- NEVER SPRAY PLAYGROUNDS OR WHERE CHILDREN FREQUENT! THIS ALSO INCLUDES THE OUTER PERIMETER, BENCHES, TABLES AND ANY LOCATION WHERE PEOPLE EAT.

- Keep spraying to a minimum: consider cost and environmental concerns
- Spray when the weather is suitable: avoid windy and breezy conditions; high and low temperatures, avoid spraying when rain is expected or after a rain event

- Most herbicides work best when sprayed in the early morning after a few days of dry weather

- Do not spray when people are present; never inadvertently expose the public to chemical exposure

- Employees must be qualified and wear proper personal protection equipment

- Dispose of waste and clean containers properly

- Do not overspray or mix too strong

- Comply with all label requirements

- Never spray near waterways; creeks, streams, rivers, lakes

g) All equipment to be used must be in good working condition and have all safety features required by law.

h) All rotary type mowers shall be equipped with skirt guards, which restrict foreign objects from being thrown from the cutting unit enclosures. Contractors are financially liable for all damages caused by their operations.

Plant List:

Cumberland Avenue/Tyson Park:

SHRUBS:

<u>SYM</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>.....</u>
FG	59	DWARF FOTHERGILLA	
HQ	28	MUNCHKIN OAKLEAF HYDRANGEA	
HQR	29	RUBY SLIPPERS OAKLEAF HYDRANGEA	
IC	26	BURFORD HOLLY	
IV	52	HENRY'S GARNET VIRGINIA SWEETTSPICE	
IVJD	20	JIM DANDY WINTERBERRY (POLLINATOR)	
IVRS	108	RED SPRITE WINTERBERRY	

GROUND COVER PLANTS:

<u>SYM</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>.....</u>
CA	70	NEW JERSEY TEA	
CAL	597	FROSTY CURLS SEDGE	
CD	140	CORAL BEAUTY BEARBERRY	
		COTONEASTER	
CH	493	SPREADING JAPANESE PLUM YEW	
HC	144	BRIGADOON ST JOHN'S WORT	
JC	142	BLUE PACIFIC JUNIPER	
LM	2472	BIG BLUE LIRIOPE	
PA	727	DWARF FOUNTAIN GRASS	
RA	114	WILD PRAIRIE ROSE	

Island Home Avenue Riverwalk:

SHRUBS:

<u>SYM</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>.....</u>
IG	172	SHAMROCK INKBERRY	
IV	46	HENRY'S GARNET VIRGINIA SWEETTSPICE	
RA	122	GRO-LOW SUMAC	

GROUND COVER PLANTS:

<u>SYM</u>	<u>QTY</u>	<u>COMMON NAME</u>	<u>.....</u>
AC	126	CORONATION GOLD YARROW (YELLOW)	
AO	117	OCTOBER SKIES ASTER (PURPLE)	
GR	100	ROSANNE GERANIUM (BLUE)	
MC	66	PURPLE MUHLY GRASS	
PV	34	NORTHWIND SWITCHGRASS	

ADDITIONAL REQUIREMENTS AND NOTES

- a) Map sheets of every site are attached to this document
- b) The City of Knoxville shall be invoiced for each two-week cycle for the work accomplished that period. Contractor must submit invoices that include the maintenance checklist within two business days of work performed. Payment will be made within 30 days of invoicing, after the City has inspected and certified its satisfaction with the work performed.
- c) Protective Equipment: Contractor shall provide and ensure employees are wearing all TDOT-required safety clothing, masks, eye and ear protection, footwear, etc., as required by law, regulation, ordinance, and/or manufacturer's instructions for material and equipment. At minimum, protective equipment shall consist of an OSHA or DOT approved safety vest.
- d) Attire: Contractors must be mindful that the public often perceives the contractor's staff as employees of the City; therefore, contractor's staff must wear, while performing services under this contract, tasteful and appropriate clothing. No tank tops or undershirts will be permitted. Clothing displaying nudity, obscene language, obscene symbols, or pro-drug slogans is strictly prohibited.
- e) All equipment to be used must be in good working condition and have all safety features required by law.
- f) Contractor must complete the attached landscaping checklist after each cycle and submit to the Horticulture Manager within 2 business days. Submittal must be made by email or hand delivery.

EVALUATION CRITERIA

Bids must include information that responds to all the following criteria:

1. Qualifications of the Firm

- a. Number of years in business, location of working office.
- b. Number of personnel employed available to provide service for this Invitation to Bid. Contractor shall note if personnel is full-time, part-time, or seasonal employment. Include the use of any subcontractors.
- c. List of equipment to be used for this service.

2. Experience, Past Performance and References

- a. Detail a list of what portion of the work, if any, will be subcontracted
- b. List of a minimum of three (3) references within the past three (3) years where similar type of work and comparable job size was performed. Include phone numbers and/or email addresses of references.
- c. Provide any unique strengths, experiences, or qualifications of your firm
- d. Demonstrated understanding of landscaping best practices

3. Cost

- a. Submit your cost on the bid form included in this document.

4. Approach and Current Workload

- a. Demonstrate your understanding of the bid requirements.
- b. Provide information on current workload and how this project will be accomplished.

5. Plan for Debris Disposal

BID SUBMISSION REQUIREMENTS

IMPORTANT NOTICE: Bidders must submit FIVE COPIES of their bids in the mailing envelope.

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. Child Crime Affidavit
3. Non-Collusion Affidavit
4. Drug-Free Workplace Affidavit
5. Iran Divestment Act Certification of Noninclusion
6. Diversity Business Enterprise (DBE) Program form
7. **Responses for each of the Evaluation Criteria listed above.**

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 until **Monday, December 11, 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 waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.

3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. 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 fully executed and notarized affidavit must be submitted with the sealed bid.
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. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: **"Streetscapes Maintenance – Cumberland Ave and Island Home Ave"**
8. 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.
9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must be licensed to conduct business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be placed on the sealed envelope containing the bid.

11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
14. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
15. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
16. 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.
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 provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
19. Due to the successful bidder's likelihood of working in close proximity to children and adolescents, all bidders are required to submit an affidavit with their bids stating that they agree not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children, or violent crimes to participate in this Agreement. Failure by the bidder to comply with this requirement is grounds for immediate termination of the Agreement. Bidders are required to submit this affidavit with their proposal and failure to do so may be considered grounds for rejection of the bid. Said affidavit is contained within this ITB for bidder's use.
20. 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.

21. 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.
22. 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 **Julie Smith Maxwell, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmaxwell@knoxvilletn.gov. To be given consideration, such requests/questions must be received by end of business day **December 4, 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/purchasing. 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.
23. 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.
24. 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: <http://www.tn.gov/workforce/article/prevailing-wage>.
25. 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.

26. 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 Agent specifying such failure.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

CITY OF KNOXVILLE
EVALUATED INVITATION TO BID
Streetscapes Maintenance -
Cumberland Ave/ Tyson Park Entrance
and Island Home Avenue River Walk

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

Having carefully examined the specifications entitled “**Streetscapes Maintenance – Cumberland Ave and Island Home Ave**” to open on **December 11, 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 specified for the following amount:

Bid:
2-week cycle: \$ _____ per cycle X 26 cycles = Total One Year Cost: \$ _____
(14 calendar days)

IMPORTANT NOTICE: Bidders must submit FIVE COPIES of their bids in the mailing envelope.

Firm Name: _____ Date: _____

Official Address: _____

(By) _____ (Name Typed)

(Title)

Email _____ Phone _____

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/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

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

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

NOTARY PUBLIC:

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

My commission expires:_____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

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

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(Title)

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

Title _____

My Commission expires _____

Child Crime Affidavit

State of _____

County of _____

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

(1) He/She is the owner, partner, officer, representative, or agent of

_____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

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.

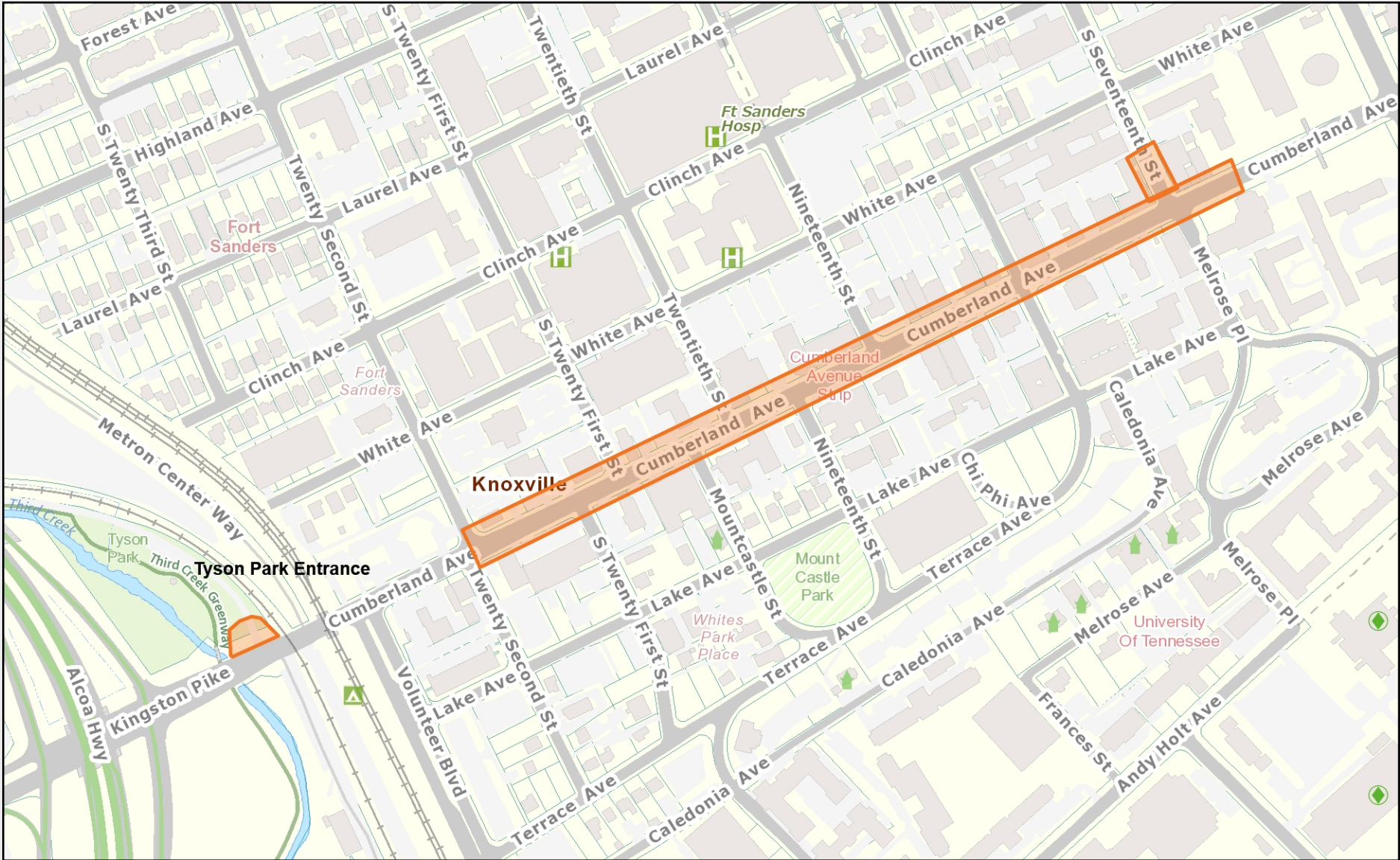
DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

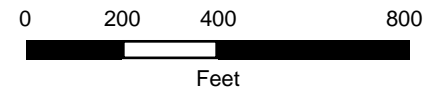
CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____



Cumberland Streetscape Landscaping
 Tyson Park Entrance, 22nd St to beyond 17th St

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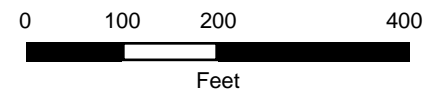
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Island Home Ave Riverwalk

River's Edge

208



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