



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

SEALED BID

THIS IS NOT AN ORDER

DATE: 02/19/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **485667-2**

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

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

Merchandise to be delivered to : City of Knoxville-Light Equip. Shop
 3409 Vice Mayor Jack Sharp Road
 Knoxville TN 37914

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until **03/07/2018 11:00:00 AM**

ENVELOPE TO BE SEALED AND MARKED: **4WD HYBRID SUV**

Special Instructions:

Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	One (1) hybrid sport utility vehicle, per attached bid specifications.					

IMPORTANT - State Merchandise

Delivery Date Here: _____

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

 (Company Name)

 (Authorized Signature)

 (Print Signed Name)

 (Phone Number)

 (Email Address)

City of Knoxville
Fleet Services
Hybrid SUV

This specification describes a current model year AWD Hybrid SUV, Toyota Highlander Hybrid Limited or equal. The chassis including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or materials are not specifically outlined.

The specifications attached are for the Toyota Highlander Hybrid Limited SUV. If an alternate hybrid SUV is bid, it must meet or exceed the specifications listed below. The bidder shall indicate whether they meet or do not meet specifications. If the bidder does not meet the specifications, please describe/clarify the proposed item or any deviation to the item. These descriptions/clarifications are to be included in the Bid Response.

Additional Requirements

1. 4 sets of keys (2 FOBs and 2 additional keys) – keys are to be programmed before delivery of vehicles, and delivery will not be accepted without all required keys.

Agree _____

Disagree _____
(must include reason)

2. Vehicle(s) shall be delivered chassis and body complete, fully serviced, inspected for safety and safe operation, and ready to perform the work for which they are being purchased, with no less than 1/4 tank of fuel.

Agree _____

Disagree _____
(must include reason)

3. Vehicle shall be serviced, inspected, and delivered from the successful bidders nearest service facility. Factory direct deliveries are not acceptable unless the City of Knoxville has approved otherwise.

Agree _____

Disagree _____
(must include reason)

4. Delivery Location:

City of Knoxville Fleet Services
3409 Vice Mayor Jack Sharp Road
Knoxville, TN 37914

Contact Information: Contact Ms. Keri Collins, Fleet Services, at (865) 215-6249 to schedule delivery date and time. Deliveries will not be accepted without appointment.

Agree _____

Disagree _____
(must include reason)

5. Provide manufacturer's certificate of origin for each vehicle. (**Mandatory before payment will be made**)

Agree _____ Disagree _____
(must include reason)

6. Provide one operator's manual per vehicle.

Agree _____ Disagree _____
(must include reason)

7. Provide one set each of service, overhaul and illustrated breakdown manuals on CD ROM per lot of vehicles ordered. To include service manuals on all installed equipment. Please note – service manuals such as these normally have to be ordered at time of vehicle order, please make sure service manuals are ordered and delivered with vehicle.

Agree _____ Disagree _____
(must include reason)

8. Provide on-line access to technical service bulletins and recall notices throughout the service life of the vehicle.

Agree _____ Disagree _____
(must include reason)

9. **No dealer emblems, decals, or other form of advertisement or identification** shall be attached to the vehicle.

Agree _____ Disagree _____
(must include reason)

10. Please state if a current model year 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional equipment.

Agree _____ Disagree _____
(must include reason)

2017/2018 Toyota Highlander AWD Hybrid Limited

COLORS

CODE	DESCRIPTION
218	Midnight Black Metallic

PRIMARY PAINT

CODE	DESCRIPTION
218	Midnight Black Metallic

PORT INSTALLED OPTIONS

CODE	DESCRIPTION
CF	Carpet Floor Mats & Carpet Cargo Mat (PPO)

EMISSIONS

CODE	DESCRIPTION
FE	50 State Emissions

SEAT TRIM

CODE	DESCRIPTION
LA20	Black, Perforated Leather Seat Trim

Options Total

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive
Trans Order Code	N/A
Trans Type	1
Trans Description Cont.	CVT w/OD
Trans Description Cont. Again	N/A
First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A
Clutch Size	N/A
Final Drive Axle Ratio (:1)	3.54
Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A

Mileage

EPA Fuel Economy Est - Hwy	28 (Est) MPG
Cruising Range - City	464.40 mi
EPA Fuel Economy Est - City	27 (Est) MPG
Fuel Economy Est-Combined	28 (Est) MPG
Cruising Range - Hwy	481.60 mi
EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A
EPA MPG Equivalent - Combined	N/A

Engine

Engine Order Code	N/A
Engine Type	Gas/Electric V-6
Displacement	3.5 L/211
Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	280 @ 5800
SAE Net Torque @ RPM	215 @ 4800

Chassis

Suspension

Suspension Type - Front (Cont.)	Strut
Suspension Type - Rear (Cont.)	Double Wishbone
Shock Absorber Diameter - Front	N/A
Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A
Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A
Rear Tire Order Code	N/A
Spare Tire Order Code	N/A
Front Tire Size	P245/55SR19
Rear Tire Size	P245/55SR19
Spare Tire Size	Compact

Wheels

Front Wheel Size	19 X 7.5 in
Rear Wheel Size	19 X 7.5 in
Spare Wheel Size	Compact in
Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum
Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion
Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A
Turning Diameter - Curb to Curb	38.7 ft
Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	N/A
Brake ABS System	4-Wheel

Standard Equipment

Mechanical

Engine: 3.5L V6 DOHC 24-Valve VVT-i MPI
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler
Transmission: Electronic Continuously Variable -inc: planetary gear unit for gear reduction and power splitting
Automatic Full-Time All-Wheel Drive
3.542 Axle Ratio
Engine Oil Cooler
Battery w/Run Down Protection
Hybrid Electric Motor
1305# Maximum Payload
GVWR: 6,270 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
17.2 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Double Wishbone Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, H^{ill} Descent Control and H^{ill} Hold Control
Nickel Metal Hydride Traction Battery

Exterior

Wheels: 18" 5-Spoke Chromtec Alloy
Tires: P245/55R19 105S AS
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Express Open/Close Sliding And Tilting Glass 1st Row Sunroof w/Sunshade
Body-Colored Front Bumper
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Exterior

Chrome Side Windows Trim
Body-Colored Door Handles
Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
Flip-Up Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Variable Intermittent Wipers w/Heated Wiper Park
Fully Galvanized Steel Panels
Splash Guards
Lip Spoiler
Black Grille w/Chrome Surround
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Roof Rack Rails Only
Fully Automatic Projector Beam Halogen Daytime Running Headlamps w/Delay-Off
Front Fog Lamps
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls
Radio: Entune Premium JBL Audio w/Nav & App Suite -inc: the Entune Multimedia Bundle (8-inch high resolution touch-screen w/split screen display, AM/FM CD player, MP3/WMA playback capability, 12 JBL GreenEdge speakers, auxiliary audio jack, USB 2.0 port w/iPod connectivity and control, advanced voice recognition, hands-free phone capability, phone book access and music streaming via Bluetooth wireless technology), Siri Eyes Free, Entune App Suite, Intelligent Touch controls, SiriusXM All-Access Radio w/3-month complimentary trial, HD radio, HD predictive traffic and doppler weather overlay, AM/FM cache radio, Gracenotes album cover art, and integrated backup camera w/dynamic gridlines
Digital Signal Processor
Window Grid Diversity Antenna

Interior

Front Seats w/Leatherette Back Material and Power 2-Way Driver Lumbar
10-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Thigh Support, Fore/Aft Movement, Cushion Tilt and Power 2-Way Lumbar Support
4-Way Power Passenger Seat -inc: Power Recline and Fore/Aft Movement
Bucket Folding Captain Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
Front Center Armrest and Rear Seat Mounted Armrest
Manual Tilt/Telescoping Steering Column

Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power Rear Windows, Fixed 3rd Row Windows and w/Manual Sun Blinds

7 Person Seating Capacity

Heated/Ventilated Front Bucket Seats

Fixed 60-40 Split-Bench SofTex Leatherette 3rd Row Seat Front, Manual Recline, Manual Fold Into Floor, 3 Manual and Adjustable Head Restraints

Leather/Metal-Look Steering Wheel

Front Cupholder

Rear Cupholder

3 12V DC Power Outlets

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -inc: Power Trunk/Hatch, Power Fuel and Keyfob Rear Window

HomeLink Garage Door Transmitter

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Chrome And Metal-Look Interior Accents

Full Cloth Headliner

Leatherette Door Trim Insert

Leather/Metal-Look Gear Shift Knob

Perforated Leather Seat Trim

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Conversation Mirror, 3 12V DC Power Outlets and 1 AC Power Outlet

Front And Rear Map Lights

Interior

Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim
Trunk/Hatch Auto-Latch
Cargo Space Lights
Memory Settings -inc: Driver Seat and Door Mirrors
FOB Controls -inc: Trunk/Hatch/Tailgate
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
Perimeter Alarm
Engine Immobilizer
3 12V DC Power Outlets and 1 AC Power Outlet
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Rear Parking Sensors
Blind Spot Sensor
and Rear Collision
Tire Specific Low Tire Pressure Warning

Safety-Interior

Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag and Passenger Cushion Front Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 2

Roadside Assistance Miles/km: 25,000

Maintenance Years: 2

Maintenance Miles/km: 25,000

**CITY OF KNOXVILLE
INVITATION TO BID**

4WD HYBRID SUV

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 March 7, 2018, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

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 Noninclusion

INVITATION TO BID – INSTRUCTIONS AND CONDITIONS

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until March 7, **2018 at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid.
4. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "4WD HYBRID SUV."
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 by setting up a Vendor Self-Service Account. 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 makes 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. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen (15) days from the date of bid opening, same will be disposed of in a manner deemed to be in the best interest of the City. Items shipped as a result of an Agreement to purchase (Purchase Order) must match the sample provided with Vendor's bid submission. The City of Knoxville will be the sole judge as to whether or not the shipped items match said supplied sample, and the City's decision will be final. Should shipped items not, in the City's judgment, be as represented by the sample provided, Vendor shall pay the City in full for all costs associated with returning shipped items to the Vendor. No restocking fee or other fees will be assessed against the City of Knoxville.
16. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.

17. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
18. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
19. 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.
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 **James Tucker, Senior Buyer** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to him at jtucker@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/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. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
25. 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 Non-inclusion form may be found in this solicitation

document.

26. 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.

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications for the "4WD Hybrid SUV" to open on March 7, 2018 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the items as specified:

Total Bid (includes delivery): \$ _____

GUARANTEE of delivery no later than _____ days after receiving an order.
(Bidder must initial) _____

Firm Name: _____

Official Address: _____

(By)

(Name Typed)

(Title)

Date _____

Terms _____

Email address _____

Telephone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

Signed: _____

Title: _____

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

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_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 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with women-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.

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: _____

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.