



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

QUOTATION SHEET

THIS IS NOT AN ORDER

DATE: 06/14/2021 PAGE 1 Of 1

DOCUMENT NUMBER: **687689**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE QUOTING. QUOTE ON THIS FORM ONLY.
QUOTE PRICE ON ITEMS LISTED OR EQUAL.

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

Merchandise to be delivered to : KNOXVILLE AREA TRANSIT
1135 Magnolia Ave
Knoxville TN 37917

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,
until 06/28/2021 11:00:00 AM

TRANSIT BUS ENGINE REPAIR & OVERHAUL

Special Instructions:

Prices will be in effect for a period of one year with the option to renew for two additional one year periods. Renewals will be based upon the consent of both parties. Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Cummins Engine Major Repair and Overhaul Services for KAT. See attached 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)

In addition to submission procedures listed within this solicitation document, the City provides the option of electronic submission. To submit your proposal/bid electronically, please follow the detailed instructions below.

Electronic Submission Procedures:

Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor

(Vendors are encouraged to complete this step **now** to ensure seamless submission process prior to deadline.)

To register as a vendor:

Visit the website at www.knoxvilletn.gov/purchasing

Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor"

Follow the prompts to complete online registration.

Note: You will be asked for a PIN. This PIN will be emailed to you and may have been sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed.

Step Two:

Submit all materials electronically as one (1) file to City's Procurement website **PRIOR to 11:00:00 a.m. (Eastern Time) on June 28, 2021.**

To submit electronic file:

Visit the procurement website at www.knoxvilletn.gov/bids

Click "Transit Bus Engine Repair & Overhaul"

Click "Submit Bid" (red button located at top of screen)

Follow the prompts to upload and submit electronic file.

Submit only one (1) submission file (see notes below if must submit additional files)

Files **MUST** be named as the firm's name followed by the title of the project.

Example: BobsBurgers-AVSystemKFD.pdf

Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents

**CITY OF KNOXVILLE
INVITATION TO BID**

Transit Bus Engine Repair & Overhaul

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 Street; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on June 28, 2021, 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 Non-inclusion

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 Street; Knoxville, Tennessee 37902 until June 28, **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.
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: "Transit Bus Engine Repair & Overhaul."
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 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.

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.

INVITATION TO BID

TRANSIT BUS ENGINE REPAIR AND OVERHAUL

The City of Knoxville desires to enter into a maximum price agreement for the major repair up to and including overhaul of Cummins diesel engines and emission systems on an as-needed basis for transit buses for Knoxville Area Transit (KAT). Vendors must submit bids as outlined on the enclosed cost form. Prices are maximum charges for each item and lower charges will be incurred for lesser repairs. The City will perform individual price/cost analysis for each per unit lower repair to ensure charges for lesser repairs are fair and reasonable. Based upon historical data, the city expects a minimum of 50 and a maximum of 100 separate, per unit, repair needs under the awarded maximum price agreements over a three year period.

- Major repair up to and including overhaul of Cummins diesel engine models ISB, ISL9 and ISM.
- Major repair up to and including complete replacement of Cummins ISB, ISL, and ISM DPF and DEF Emissions Systems.

Current vehicle types that contain these engines/transmissions are as follows:

- 2008 thru 2013 model Gillig Clean Diesel LowFloor Transit Bus
- 2014 thru 2021 model Gillig Hybrid LowFloor Transit Bus

Federal Transit Administration Requirements. All bidders must agree to comply with the Federal Transit Administration (FTA) requirements contained within this document.

Maximum Price Agreement Requirements. Bidders shall consider the following requirements in submission of their bids:

EXPERIENCE, TRAINING, AND AUTHORIZED REPAIR

Vendors must specialize in the type of repair work required for the Cummins engine and emission system being repaired or overhauled and be fully capable of making such repairs to Cummins specifications. Vendors must have met Cummins engine and emission system training certification requirements **and be certified to perform Cummins warranty repairs and provide Cummins warranties**. Bidders must submit documentation certifying they have met Cummins training and warranty certification.

SECURE STORAGE

Contractor must provide secure storage for all City vehicles (fenced and gated area) while in its possession.

QUALITY CONTROL

KAT reserves the right to inspect repairs upon return by the Contractor to ensure proper standards of quality have been met. KAT shall be the sole judge as to whether proper quality standards have been met. If a repair/overhaul does not meet the proper standards of quality, KAT reserves the right to send the vehicle back to the contractor for the additional work needed to meet proper

standards and, in these instances, the Contractor will assume 100% responsibility for the shipping and labor charges associated with corrective repairs.

WARRANTY REQUIREMENTS

- The contractor must maintain Cummins engine and emission system training and certification to perform Cummins warranty repairs.
- In the case where a Cummins engine or emission system has been overhauled, the awarded vendor must provide a Cummins standard overhaul warranty for parts and labor, 1-year/50,000 miles. Warranties shall be in effect from the date the City places the bus back into service.
- The Contractor must also provide the option for both Cummins Local Extended Overhaul Warranty, 2-year/100,000 miles and 3-year/150,000 miles.

GENERAL REPAIR/REBUILD REQUIREMENTS

- Major repair service up to and including overhaul of Cummins engines. This includes in-frame repair or removal of the engine from the bus as necessary, repair/overhaul and reinstallation.
- Repair/overhaul service must primarily be performed within the contractor's repair facility. Repairs/overhauls performed within City facilities will be on a case-by-case basis and as requested by KAT. Separate pricing must be provided on the enclosed cost form to reflect when repairs are performed in KAT's maintenance shop location.
- Cost of transporting buses to the vendor's facility and return when repairs/overhauls are complete will be included in pricing.
- Major repairs may involve any engine or emissions component or group of components or sub-components as necessary (mechanical, hydraulic, or electrical).
- Repairs may involve repair of existing components or replacement with new or Cummins remanufactured components, but not complete remanufactured engines.

ENGINE REBUILDING – CUMMINS ENGINES

- Cummins engine overhaul must include the following NEW components:
 - Cylinder block
 - Pistons, rings and pins
 - Main and rod bearings
 - Oil pump
 - Seals, gaskets and O-rings
 - Oil, oil filter and coolant
 - Thermostat
 - Camshaft
 - Valve tappets and push tubes
 - Transfer pump and fuel tubes
 - Engine wiring harness
- Cummins engine overhaul must include the following New **OR** Cummins Remanufactured components:
 - Air compressor
 - Turbocharger
 - Injection pump

- Fuel injectors
- Cylinder head
- Water pump
- Vibration damper
- EGR Cooler
- EGR Valve
- During Cummins engine overhauling, the following parts must be cleaned and inspected to insure they meet Cummins OEM required tolerances/serviceability prior to re-use. Parts not meeting OEM standards must be replaced with new.
 - Crankshaft
 - Oil pan
 - Connection rods
 - Exhaust manifold
 - Intake cover
 - Front cover
 - Gear housing
 - Flywheel housing
 - Valve cover
 - Crossheads
 - Rocker levers
 - Fan hub
- All current updates must be installed at the time of a rebuild.

ENGINE REMOVE AND REINSTALL

- This price sheet entry serves to cover labor and parts involved in removing an existing engine/transmission and installing a remanufactured engine/transmission supplied by the City.

CUMMINS AND DETROIT DPF/DEF SYSTEMS

- Major repairs must include cleaning of DPF/DEF system components and repair up to and including complete replacement of all the DPF/DEF Emissions System components.
- Separate pricing for DPF cleaning only shall also be provided (where the City has provided the DPF only, e.g., no vehicle). Awarded bidders must provide before and after differential pressure test results when providing this cleaning service.

PRIORITY STATUS AND REQUIRED TURN-AROUND

- The Contractor must give City vehicles priority for repairs. Contractors must begin work on the vehicle within 24 hours of receipt of the vehicle.
- Major repair/overhaul turn-around time for return of the vehicle to KAT will be no more than four calendar weeks under normal conditions, one week when receiving notice that the City is preparing for or is experiencing periods of high-hold rates, high vehicle service demand (such as UT football home games or other periods of peak service), or the vehicle is critical to maintaining public safety.

- The City reserves the right to submit work to the next lowest bidder if the contractor, in KAT's opinion, can not meet required turn-around times, fails to begin work within 24 hours, or habitually does not meet service quality expectations.

CONTACT REQUIREMENTS

- Following the troubleshooting process for engine repairs, the contractor must contact a KAT Maintenance Supervisor to describe the cause of the engine problem and recommend repair actions. Once receiving verbal approval from a KAT maintenance supervisor, the agreed-upon repairs/overhaul process will immediately commence.
- The contractor performing repairs/overhauls shall contact the KAT Maintenance Supervisor to provide an option to obtain select parts from KAT's parts inventory in cases where the contractor is out of stock, the part has a long lead-time, or the part is a high priced item.
- The contractor performing repairs/overhauls shall telephonically notify the KAT Maintenance Supervisor immediately upon completing repairs/rebuilds and the vehicle has successfully completed road testing.

General Information

Bid Submission Requirements

Bidders must furnish the following information in writing:

1. Bid Form showing bidder's name, address, business license number, date of expiration of business license, and DUNS number.
2. Completed Maximum Price Agreement Cost Form.
3. Sub-component Cost Form (used for individual price/cost analysis for lesser repairs)
4. Documented evidence showing the bidder is trained and certified to perform Cummins warranty work and provide Cummins warranties.
5. Non-Collusion Affidavit
6. Drug-Free Workplace Affidavit
7. Lobbying Certification
8. Debarment/Suspension Certification
9. Debarment/Suspension Certification – Lower Tier

MAXIMUM PRICE AGREEMENT COST FORM

Cost Category Sections

Below are cost category sections for the items listed in this document. Bids must be made with the understanding that quoted prices are maximum charges and that lesser costs will be incurred with lesser repairs.

Cummins Diesel Engine at Vendor's Location (includes bus transportation costs to and from vendor's repair facility)

Maximum charge for in-frame ISB CM2350 repair/overhaul:	_____
Maximum charge for out-of-frame ISB CM2350 repair/overhaul:	_____
Maximum charge for in-frame ISB CM2650 repair/overhaul:	_____
Maximum charge for out-of-frame ISBCM2650 repair/overhaul:	_____
Maximum charge for in-frame ISM repair/overhaul:	_____
Maximum charge for out-of-frame ISM repair/overhaul:	_____
Maximum charge for in-frame ISL CM2150 repair/overhaul:	_____
Maximum charge for out-of-frame ISL CM2150 repair/overhaul:	_____
Maximum charge for in-frame ISL9 CM2250 repair/overhaul:	_____
Maximum charge for out-of-frame ISL9 CM2250 repair/overhaul:	_____
Maximum charge for engine remove and reinstall only (no repairs):	_____
2007 design Cummins DPF systems repair/replacement:	_____
2010 design Cummins DEF systems repair/replacement:	_____
Cummins DPF cleaning:	_____
Cummins DOC cleaning:	_____

Cummins Diesel Engine at KAT's Location (includes Cummins technician travel costs)

Maximum charge for in-frame ISB CM2350 repair/overhaul:	_____
Maximum charge for out-of-frame ISB CM2350 repair/overhaul:	_____
Maximum charge for in-frame ISB CM2650 repair/overhaul:	_____
Maximum charge for out-of-frame ISBCM2650 repair/overhaul:	_____
Maximum charge for in-frame ISM repair/overhaul:	_____
Maximum charge for out-of-frame ISM repair/overhaul:	_____
Maximum charge for in-frame ISL CM2150 repair/overhaul:	_____
Maximum charge for out-of-frame ISL CM2150 repair/overhaul:	_____
Maximum charge for in-frame ISL9 CM2250 repair/overhaul:	_____
Maximum charge for out-of-frame ISL9 CM2250 repair/overhaul:	_____
Maximum charge for engine remove and reinstall only (no repairs):	_____
On-site installation of ECU updates per bus:	_____
2007 design Cummins DPF systems repair/replacement:	_____
2010 design Cummins DEF systems repair/replacement:	_____
Cummins DPF cleaning:	_____
Cummins DOC cleaning:	_____

Other Charges

Cummins Local Extended Warranty – 2-year/100,000 miles:	_____
Cummins Local Extended Warranty – 3-year/150,000 miles:	_____
Embedded Technician Services (weekly charge):	_____

Bad Core Charges

Cummins ISB CM2350

Cummins ISB CM2650

Cummins ISL CM2150

Cummins ISL9 CM2250

Cummins ISM

SUB-COMPONENT COST FORM
Used for Individual, Per Unit Repair Price/Cost Analysis

CUMMINS ISB SUB-COMPONENTS:

<u>ITEM</u>	<u>COST TO CITY OF KNOXVILLE</u>
• Cylinder block	_____
• Short block	_____
• Long block	_____
• Cylinder Liner	_____
• Connection rod bearing (upper)	_____
• Connection rod bearing (lower)	_____
• Main bearing set	_____
• Valve tappet	_____
• Valve intake	_____
• Valve exhaust	_____
• Push rod	_____
• Connection rod	_____
• Fuel transfer pump	_____
• Rocker lever	_____
• ETR control middle wiring harness	_____
• Injection pump	_____
• Gear housing	_____
• Cylinder head	_____
• Engine piston kit	_____
• Flywheel housing	_____
• Oil pump	_____
• Oil pan gasket	_____
• Lower engine gasket	_____
• Upper engine gasket	_____
• Cylinder head gasket	_____
• Thermostat	_____
• EGR valve kit	_____
• EGR cooler	_____
• Thermostat	_____
• Camshaft	_____
• Engine wiring harness	_____
• Air compressor	_____
• Turbo charger	_____
• Turbo actuator kit	_____
• Injector	_____
• Injector fuel supply connector	_____

-
-
-
-

CUMMINS ISL SUB-COMPONENTS:

ITEM

COST TO CITY OF KNOXVILLE

- [illegible]

- [illegible]

<u>ITEM</u>	<u>COST TO CITY OF KNOXVILLE</u>
• Cylinder block	_____
• Short block	_____
• Long block	_____
• Engine piston kit	_____
• Liner kit	_____
• Connection rod bearings	_____
• Connection rod bearings	_____
• Main bearings	_____
• Engine connecting rods	_____
• Fuel transfer pump	_____
• Oil pump	_____
• Lower engine gasket	_____
• Upper engine gasket	_____
• Oil pan gasket	_____
• Thermostat	_____
• Camshaft	_____
• Valve tappet	_____
• Push rod	_____
• Rocker lever	_____
• Rocker lever housing	_____
• Valve intake	_____
• Valve exhaust	_____
• Valve spring	_____

COST TO CITY OF KNOXVILLE

- [illegible]

• Engine wiring harness	_____
• ETR control middle wiring harness	_____
• ETR fuel control actuator	_____
• Air compressor	_____
• Turbocharger	_____
• Turbo actuator	_____
• Injection pump	_____
• Injector	_____
• Injector fuel supply connector	_____
• Cylinder head	_____
• Water pump	_____
• Water pump kit	_____
• Vibration damper	_____
• EGR cooler	_____
• EGR valve kit	_____
• ECM	_____
Cost of Labor Per Hour	_____

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications entitled "Transit Bus, Trolley and Fire Engine Engine, Transmission and Emission System Repair and Rebuilding" to open on June 28, 2021, at 11:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, and services to do the work as specified for the sums indicated on the enclosed Cost Form.

We further attest that we agree to all contract requirements and terms noted in the bid documents.

Name: _____

Official Address: _____

DUNS # _____

By _____
(Signature)

(Name Typed)

Title _____

Date

Telephone: _____

email: _____

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: _____

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 bid, 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. §§ 50-9-100 et. seq., 49 CFR 655.15, and 49 CFR 40 and have been met and implemented.

(Signed)

(Title)

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

Title _____

My Commission expires _____

APPENDIX A

List of Component Serial Numbers

Transit Buses

Vehicle #	Vehicle Type	Engine	Engine Serial #	Transmission	Trans Serial #
4001	35' Gillig	ISL	46996458	Voith D864.5	5073460
4002	35' Gillig	ISL	46996457	Voith D864.5	5073461
4003	35' Gillig	ISL	46996456	Voith D864.5	5073459
4004	35' Gillig	ISL9	73146605	Voith D864.5	5095884
4005	35' Gillig	ISL9	73146607	Voith D864.5	5094798
4006	35' Gillig	ISL9	73146606	Voith D864.5	5095883
4007	35' Gillig	ISL9	73149516	Voith D864.5	5094669
4008	35' Gillig	ISL9	73149518	Voith D864.5	5095681
4009	35' Gillig	ISL9	73168149	Voith D864.5	5094673
4010	35' Gillig	ISL9	73248399	Voith D864.5	5101889
4011	35' Gillig	ISL9	73245616	Voith D864.5	5101969
4012	35' Gillig	ISL9	73245614	Voith D864.5	5103008
4013	35' Gillig	ISL9	73245618	Voith D864.5	5101887
4014	35' Gillig	ISL9	73245610	Voith D864.5	5101965
4015	35' Gillig	ISL9	73245612	Voith D864.5	5101970
4016	35' Gillig	ISL9	73390663	Voith D864.5	5112685
4017	35' Gillig	ISL9	73390665	Voith D864.5	5113696
4018	35' Gillig	ISL9	73390659	Voith D864.5	5113259
4019	35' Gillig	ISL9	73390661	Voith D864.5	5114102
4020	35' Gillig	ISL9	73386724	Voith D864.5	5112919
4021	35' Gillig	ISL9	73386720	Voith D864.5	5114058
4022	35' Gillig	ISL9	73454510	Voith D864.5	5118666
4023	35' Gillig	ISL9	73457921	Voith D864.5	5121932
4024	35' Gillig	ISL9	73457919	Voith D864.5	5121941
4025	35' Gillig	ISL9	73459203	Voith D864.5	5121985
4026	35' Gillig	ISL9	73454595	Voith D864.5	5121937
4027H	35' Gillig	ISB	74133907	ALLISON HYBRID	7110008997
4028H	35' Gillig	ISB	74132914	ALLISON HYBRID	7110008991
4029H	35' Gillig	ISB	74133891	ALLISON HYBRID	7110008998
4030H	35' Gillig	ISB	74133908	ALLISON HYBRID	7110008984
4031H	35' Gillig	ISB	74130521	ALLISON HYBRID	7110008990

Transit Buses (Continued)

Vehicle #	Vehicle Type	Engine	Engine Serial #	Transmission	Trans Serial #
3013	30' Gillig	ISB	74581130	ALLISON H40 HYBRID	7110009736
3014	30' Gillig	ISB	74579615	ALLISON H40 HYBRID	7110009702
3015	30' Gillig	ISB	74576986	ALLISON H40 HYBRID	7110009705
3016	30' Gillig	ISB	74729471	ALLISON H40 HYBRID	7110009993
3017	30' Gillig	ISB	74729464	ALLISON H40 HYBRID	7110009988
3018	30' Gillig	ISB	74729469	ALLISON H40 HYBRID	7110009985
4027H	35' Gillig	ISB	74133907	ALLISON H40 HYBRID	7110008997
4028H	35' Gillig	ISB	74132914	ALLISON H40 HYBRID	7110008991
4029H	35' Gillig	ISB	74133891	ALLISON H40 HYBRID	7110008998
4030H	35' Gillig	ISB	74133908	ALLISON H40 HYBRID	7110008984
4031H	35' Gillig	ISB	74130521	ALLISON H40 HYBRID	7110008990
4032H	35' Gillig	ISB	74130522	ALLISON H40 HYBRID	7110008986
4033H	35' Gillig	ISB	74129218	ALLISON H40 HYBRID	7110008985
5001	40' Gillig	ISL	46994692	Voith D864.5	5073457
5002	40' Gillig	ISL	46994686	Voith D864.5	5073458
5003	40' Gillig	ISL	46995326	Voith D864.5	5075131
5004	40' Gillig	ISL	46995379	Voith D864.5	5075247
5005	40' Gillig	ISL	46995370	Voith D864.5	5075132
5006	40' Gillig	ISL	46995322	Voith D864.5	5113696
5007	40' Gillig	ISL	73461587	Voith D864.5	5121933
5008	40' Gillig	ISL	73460250	Voith D864.5	5121984
5009H	40' Gillig	ISB	73621433	ALLISON H40 HYBRID	7110007428
5010H	40' Gillig	ISB	73621434	ALLISON H40 HYBRID	7110007425
5011H	40' Gillig	ISB	73613968	ALLISON H40 HYBRID	7110007433
T31	35' Gillig	ISM	35234083	B400R	6510826494
T32	35' Gillig	ISM	35234085	B400R	6510832632
T33	35' Gillig	ISM	35234086	B400R	6510833440
T34	35' Gillig	ISM	35234084	B400R	6510836147
T35	35' Gillig	ISL9	73456516	Voith	5121986
T36	35' Gillig	ISL9	73459202	Voith	5120967
T37	35' Gillig	ISL9	73459929	Voith	5121334
T38H	35' Gillig	ISB	73615649	ALLISON H40 HYBRID	7110007422
T39H	35' Gillig	ISB	73627244	ALLISON H40 HYBRID	7110007435
T40H	35' Gillig	ISB	73627214	ALLISON H40 HYBRID	7110007476

APPENDIX B

Federal Requirements Pertaining to Procurements Financed in Whole or in Part by the Federal Transit Administration

No Federal Government Obligation to Third Parties. The City of Knoxville and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Knoxville, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts .

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports. The following access to records requirements apply to this Contract:

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Knoxville and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

Termination.

1. 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.

2. 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 any of the other material provisions of the contract as determined by the City, 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. 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 terminated. 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 terminated.

3. 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.

4. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under this contract.

Civil Rights Requirements. The City of Knoxville is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as

amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) -

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. These requirements are in addition to all other equal opportunity employment requirements of this contract. The City of Knoxville shall make all determinations with regard to whether or not a Bidder/Offerer is in compliance with the requirements stated herein. In assessing compliance, the City of Knoxville may consider during its review of the Bidder/Offer's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City of Knoxville.

2. A separate contract goal has not been established for this procurement.

3. The prime contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Knoxville deems appropriate, which may include, but is not limited to:

- a. Withholding progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible. (49 CFR 26.13(b)).

4. Each subcontract the contractor signs with a subcontractor must include the assurance in the subparagraph above (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

5. All bidders/proposers are required to submit the **Subcontractor Information Form** below. Additionally, the selected contractor, prior to contract award, must complete and submit the Commitment to Utilize DBE Certification form and subcontractors certified as DBE's through the TDOT Unified Certification Program who are participating in the project must submit the DBE Subcontractor Participation Certification form below.

6. The contractor is required to pay **all of its subcontractors** performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Knoxville. Delays in payment must be approved in writing by the City of Knoxville. In addition, the contractor may not hold retainage from its subcontractors.

7. The contractor must promptly notify the City of Knoxville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Knoxville.

Incorporation of Federal Transit Administration (FTA) Terms - Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Knoxville requests, which would cause the City of Knoxville to be in violation of the FTA terms and conditions.

Government-Wide Debarment and Suspension.

1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;

- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Knoxville. If it is later determined by the City of Knoxville that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Knoxville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breaches and Dispute Resolution. (CHECK WITH CITY PURCHASING – MAY BE COVERED IN CITY's TERMINATION CLAUSE)

1. The City of Knoxville shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

2. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City of Knoxville shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.

3. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with thirty (30) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

4. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Purchasing Agent. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Agent. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Agent shall be binding upon the Contractor and the Contractor shall abide by the decision.

5. Performance during Dispute. Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

6. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7. Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Tennessee, County of Knox.

8. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Knoxville or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions. Contractors who apply or bid for a contract or subcontract award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air and Clean Water Act Requirements.

The contractor and their subcontractors awarded contracts exceeding \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution control Act.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Cargo Preference Requirements (as applicable). For equipment, materials, or commodities which may be transported by ocean vessels, the contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America Requirements (as applicable).

1. Definitions. As used in this clause:
 - a. "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - b. "United States" means the 50 States, the District of Columbia, and outlying areas.
 - c. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent

that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers
(For International Air Transportation of Personnel or Property)**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

5. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Substance Abuse Requirements (49 U.S.C. §5331; 49 CFR Parts 40 and 655).

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Tennessee, or the City of Knoxville to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before July 1st and to submit the Management Information System (MIS) reports before January 1st to KAT's Chief Operations Officer. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Energy Conservation Requirements (49 CFR Part 622, subpart C) – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Safe Operation of Motor Vehicles

1. Seat belt use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.
2. Distracted driving – The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Americans with Disabilities Act (42 USC 12101, *et seq.*) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 49 USC 5301(d))— The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 USC §12101, *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

Notification to FTA – If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the City, the FTA Chief Counsel, and FTA Regional Counsel for the Region where the City is located. The Contractor must also include a similar notification requirement in all third-party agreements and require each third-party participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.200.

**LOBBYING CERTIFICATION
(APPENDIX A, 49 CFR PART 20)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000):*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,

SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant/Contractor, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. If the primary participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT/CONTRACTOR _____
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF
THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS
THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE
THERE TO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS
(This form is for Sub-Contractors)**

The potential lower tier participant _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the potential lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official Typed Name Title

Applicant/Organization Date Signed

SUBCONTRACTOR INFORMATION FORM

Bidders/Proposers shall provide information requested below for all sub-contractors being utilized if awarded the procurement project being solicited. Note that all fields must be complete. If no sub-contractors are being utilized, indicated such by writing "N/A" within one of the information fields below.

Official Business Name of Sub-Contractor	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perform:	
Dollar amount this sub-contractor's work represents within the bid/proposal:	\$
Office Use Only	DBE (Y/N):

Official Business Name of Sub-Contractor	Contact Information
	Contact Name:
	Phone #:
	Email:
Description of work sub-contractor will perform:	
Dollar amount this sub-contractor's work represents within the bid/proposal:	\$

Office Use Only

DBE (Y/N):

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications entitled "Transit Bus, Trolley and Fire Engine Engine, Transmission and Emission System Repair and Rebuilding" to open on June 28, 2021, at 11:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, and services to do the work as specified for the sums indicated on the enclosed Cost Form.

We further attest that we agree to all contract requirements and terms noted in the bid documents.

Name: _____

Official Address: _____

DUNS # _____

By _____
(Signature) (Name Typed)

Title _____
Date

Telephone: _____ email: _____