
INVITATION TO BID

Closed Top Compactor Trailer

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until **11:00:00 a.m. (Eastern Time) on November 14, 2022** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for Closed Top Compactor Trailer

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

Topic: ITB - Closed Top Compactor Trailer
Time: Nov 14, 2022 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
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Scope of Work:

The City of Knoxville Fleet Services Department is seeking to purchase one (1) current model year closed top compactor trailer. The trailer 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 material are not specifically

outlined and shall conform in strength, quality of material and workmanship to the best practice known to the industry.

The transfer trailer will be used in the City of Knoxville's refuse disposal operations. The trailer will haul MSW solid waste, waste debris, construction debris and other waste associated with their solid waste collection and hauling operations. The trailer shall operate on paved streets, state and federal highways & interstate highways as well as unimproved roads at landfill sites. The truck and semi-trailer combination shall be configured to carry the maximum payload permitted under law to legally "bridge" 80,000 GCVWR. It will be the Bidders responsibility to know the current vehicle weight and dimension laws.

Specifications:

The bidder shall respond to each item listed in this specification in the space provided, indicating whether they meet or do not meet specification, and describe/clarify the proposed item or any deviation to the item. **These pages are to be included in the Bid Response. Bidder will be considered non-compliant if response is not on these specifications.**

****Please read each line carefully. An inspection of the trailer will be done before acceptance and strict adherence to the specifications is imperative before payment is made. A truck for Bidder's to view can be made available by appointment only.**

Minimum Specifications:

Item #	Description	Meet Specification?	Description/ Deviation
1.1	The trailer shall comply with all Federal and State of <u>Tennessee</u> standards for highway use semi-trailers, which are in effect on the date of delivery. Each unit shall have capacity and identification plates with a statement that the trailer complies with all applicable Federal and State laws and regulations relating to motor vehicle operations and OSHA Safety standards.		
1.2	New, current model tandem axle Solid Waste Transfer- Semi-Trailer. The Trailer shall <u>not</u> be built-up from a lighter unit to comply with these specifications.		
1.3	GROSS COMBINED WEIGHT:		
	The allowable gross combined weight (GCVW) shall not be less than 80,000lbs.		
1.4	DIMENSIONS:		
	A) Overall Body Length: 45 feet maximum		
	B) Overall Body Width: 96 inches maximum		
	C) Overall Height: 12'6" maximum		
	D) King Pin Plate Height 49"		
	E) Interior Body Length: 44'		

	F) Interior Body Width: 90"		
	G) Interior Body Height: 92"		
	H) Capacity: 86 cu. yd. minimum		
	I) Tare Weight: 26,500lbs +/- 2%		
1.5	CONSTRUCTION:		
	A) Transfer trailer shall be constructed of steel, high-yield 50,000lbs minimum yield strength, sheet and post design, <u>not</u> formed post into sheet.		
	B) All exterior welds and interior seam welds must be continuous, <u>not</u> skip- or stitch-welded.		
	C) Sides: <ul style="list-style-type: none"> • Front half shall be 12 gauge ASTM 607 50, rear half 10 gauge ASTM 607 50 • 12 ga. side posts shall be on 15 inch centers, extend over outside of bottom rail, <u>not</u> set on top of bottom rails. • Bottoms of the side posts shall be open. Each side sheet vertical seam shall be placed behind the side posts. • Each side post shall extend above the roof sheets and be designed to accept each roof channel between its flanges. • Trailer shall be structurally designed without a top rail. • Two rows of horizontal bracing centered on the sides between the last seven rows of side posts. • Horizontal bracing top flange shall be formed at 45 degrees to prevent material hang-up. 		
	D) Bottom Rails: 10ga. formed to allow the extension of the side posts down to 1/2 inch from the bottom edge of the rail.		

	<p>E) Roof:</p> <ul style="list-style-type: none"> • Roof shall be designed with the front half 12 gauge ASTM 607 50, rear half 10 gauge ASTM 607 50. • Basic roof design, shall consist of 12-gauge roof channels on 15 inch centers. • The trailer shall be constructed without a top rail. • The roof corners shall be reinforced inside the body to eliminate any corner cracking. • All exterior and interior seams shall have solid welds--no stitch welding will be accepted. • Two rows of lateral box bracing shall be installed between the last eight rows of roof channels. • The box bracing shall be equally spaced on the roof width. • Roof sheets must be drilled for drainage between box bracing ½” holes minimum. 		
	<p>F) Front Door Enclosures:</p> <ul style="list-style-type: none"> • The front end of the trailer shall be enclosed. • There shall be 2 upper doors and 2 lower clean-out doors. • The upper area on the bulkhead section approximately 6' below the roof line to reduce wind drag on the trailer and litter leakage. • The upper front shall have (2) side hinged doors with heavy duty hinges and (1) cam lock per door. Doors should be able to latch open flat along the trailer sides. • The door shall be framed all around by 3 x 3 x 1/8” square tubing. • The outside of the doors shall be sheeted by 14ga. steel sheets. • The lower area of the front shall have 2 top hinged panels to allow service and clean-out behind the ejector blade floor. • The lower doors shall be held close by 2 rubber snubbers per door. 		
	<p>G) Crossmembers: 4” x 3.2” I-beam 70,000lb yield strength on 12 inch centers and 9 inch centers above the landing gear supports.</p>		
	<p>H) Floor: 1/4inch AR400 50,000lb min. yield full length. All seams and end edges shall have solid welds. Flooring shall be adequately welded to all the crossmembers.</p>		
	<p>I) Compactor Connection: Trailer shall be held firmly to the stationary compactor by side hooks. The trailer manufacturer shall build heavy duty side pockets/sockets into the rear sides of the trailer that match the compactors side hooks. <u>It is the bidders responsibility to make sure they match with the compactor.</u></p>		

	J) King Pin Section: Fabricated from 1/2" T-1 100,000lb yield steel. Two (2) H-beams 1/2" material 6" wide, 4" high, four rows of 1/2" vertical lateral supports. King pin plate to be 36" wide and of 5/16 T-1 100,000lb yield steel with a 24" pin setting.		
	K) King Pin Sections Skid Plates: Installed on each front corner of the king pin sections to prevent tire tearing. Constructed of 7ga. material.		
	L) Suspension Main Frame: The suspension main frame shall be 4 x 8 x 3/16 50,000lb minimum steel box beams. The frame shall run to the forward part of the landing gear supports. The frame shall be adequately connected to the crossmembers every 3 feet by .250 x 2" flat bar on the inside of the frame on either side from the crossmember diagonally down to the sub frame. The sub frame shall be capped at the forward end with a 7 ga. plate on each frame.		
1.6	SUSPENSION:		
	A) Hutch: H9700 Tandem 3-leaf spring suspension with 4 - H365-00 heavy-duty 3-leaf high-arch springs. 50,000lb rated capacity.		
	B) Axles: (2) Rockwell TN4670Q 25,000lb capacity top-mounted brake chambers. 5" round, 71-1/2" track. Cast steel brake drums outboard mount. Automatic adjusting slack adjusters.		
	C) Landing Gear: Mark V Holland with square, self-leveling cushioned pad, driver's side crank.		
	D) Landing Gear Supports: Must be attached to a minimum of six (6) crossmembers. Landing gear supports shall be fabricated from 7 gauge 60,000lb minimum yield steel. Each support to have a minimum of 7.5 square feet of material. Cross and diagonal bracing shall be 3" x 4.1" steel channel. Landing gear shall be on 72" centers.		
	E) King pin setting: 24"		
	F) King pin to center of rear axle: 41'6"		
1.7	BRAKES:		
	Air operated. 16-1/2" x 7" S-cam type on both axles. Equipped with non-asbestos lining automatic slack adjusters, top mounted brake chambers. Full system anti-lock brakes; Wabco Meritor 4 sensors, 2 modules.		

1.8	TIRES AND WHEELS:		
	A) Tires: (8) 11R x 22.5 tubeless, radial, load range G		
	B) Hubs: (4) 10-bolt uni-mount, outboard brake drums		
	C) Wheels: (8) 8.25 x 22.5 10-hole hub-piloted white in color.		
1.9	REAR DOORS:		
	<ul style="list-style-type: none"> Door(s) shall be double door design, full size inner door with opening for compactor. Outer door shall cover compactor opening area. Both inner and outer door must swing together when trailer is being unloaded. Doors will swing to the curbside of the trailer. Inner door handle shall be located at the rear of the trailer on the driver's side. The rear doors shall be a double door style. 12 gauge steel door sheets sheet with a 3" x 3" x 7ga. structural steel tubing frame. The doors shall have heavy duty hinges located on the curbside. Live hinges shall have grease fittings. Door locks and latches: Locks and latches on the inner and outer door shall be designed so they do not project out to the side of the trailer when the doors are opened. Taillights installed in the lower part of the outer rear door. <u>It will be the Bidder's responsibility to build the rear door assembly's to fit the compactor.</u> 		
1.10	LIGHTS AND REFLECTORS:		
	<ul style="list-style-type: none"> All lights to be LED, I.C.C. approved, rubber mounted, 12 volt. Stop and tail lights: Truck-lite 40048R Turn and tail lights: Truck-lite 40048R with Truck-lite 60015Y mid-trailer side turn indicator. Marker and I.D. lights: Truck-lite 10205R and Truck-lite 10414 branch deflector mount kit. Complete system to be sealed wire harness. Taillights & license plate to be installed in/on the outer rear door. 		
1.11	TOW HOOKS AND PUSH BUMPERS:		
	Trailer shall be equipped with two (2) tow hooks and push bumpers designed to aid in off-road assistance.		
1.12	EJECTION SYSTEM:		
	A) Trailer shall be off-loaded by the horizontal ejection/push-out system. The hydraulic pump system shall be operated from the towing truck/tractor power unit. The hydraulic reservoir, filter, and pressure relief valve will be located on the towing truck.		

	<p>B) Hydraulic Ejection Cylinder: 5-stage telescopic, double-acting, 2-port cylinder. 8.5" large stage diameter operated @1,800 – 2,000 psi max. A center support traveling carriage shall be installed midship on the cylinder to support the cylinder horizontally and vertically during extension and retraction.</p>		
	<p>C) Ejection Plate Blade: Blade face to be constructed of 1 / 4 " AR steel and welded sides, sheet steel structurally reinforced to withstand the max. operating pressures. The blade assembly to travel in .250" channels along each side of the trailer floor. The blade shall be equipped with eight (8) heavy-duty U.H.M.W. wear blocks (4 on each side, 2 on top and 2 on bottom). They shall travel in the blade channels/track along the floor.</p>		
	<p>D) Hydraulic Control Valve: The hydraulic valve body shall have one (1) function to operate the ejection/pushout cylinder to extend and retract the push blade assembly. The control for the valve body shall be located on the driver's side front corner of the trailer. The hydraulic hoses for the cylinder shall be double wire for the pressure and single wire for the return hoses.</p>		
1.13	PAINTING:		
	<p>A) Surface Preparation: All surfaces to be painted shall be cleaned of all mill scale, rust, spatter slag, or flux deposits, oil, grease, dirt, or other foreign matter. All exterior surfaces sides, roof, and underside must be shot-blasted prior to priming and painting.</p>		
	<p>B) Paint Application: The paint shall be applied in dry, dust-free conditions and in temperatures above 70 degrees F. All edges, corners, crevices, and joints shall receive special attention for thorough cleaning and adequate paint thickness.</p>		
	<p>C) Prime Coat: All metal surfaces, interior and exterior, shall be clean and dry. Metal surfaces shall have one coat of Ditzler DP40 epoxy primer or equal applied to obtain a minimum thickness of 1 mil. per coat.</p>		
	<p>D) Finish Coats: All exterior surfaces of the trailer shall have two (2) coats of high gloss Sherwin Williams black, with yellow gate # GC-32628 in accordance with the manufacturer's recommendations and shall have a minimum dry film thickness of 1 mil. per coat.</p>		
1.14	VEHICLE COMPLIANCE:		
	Trailer and its components must comply with the all current FMVSS that apply to this type of vehicle.		

1.15	ASSEMBLY DRAWINGS:		
	The Bidder shall submit with their bid current assembly drawings showing the details of the trailer being bid such as; sidewall and roof design, landing gear assembly, rear doors, rear end, suspension setting, all outside and interior body dimensions, ejector blade assembly, and front end view.		
1.16	WARRANTY:		
	Describe or include a copy of the warranty supplied by the trailer manufacturer. A minimum of 1 year on all trailer structures, fabricated and purchased components, parts and labor is required.		
1.17	SERVICE:		
	A) One parts and one service manual to be supplied with each trailer.		
	B) Name and location of nearest authorized dealer or service center that can supply parts, service, and handle warranty issues. If there is not a local vendor within 25 miles of the City of Knoxville, the Manufacturer shall authorize the City to perform all warranty and recall work and reimburse accordingly.		
1.18	TRAINING:		
	Minimum of 8 hours of training for operators and technicians on-site within one day of delivery.		
1.19	MISCELLANEOUS:		
	Provide manufacturer's certificate of origin for each vehicle. <i>Mandatory before payment is made..</i>		
	Please state whether a 12 month price lock would be honored in case the City wishes to purchase additional equipment.		

Delivery Instructions:

Delivery will be to:
City of Knoxville Heavy Shop
1400 Loraine St
Knoxville, TN 37921

Price is to include all charges, FOB Destination to the City of Knoxville Heavy Shop. No after hour, holiday or weekend deliveries will be accepted.

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. Warranty Information
3. [Non-Collusion Affidavit](#)
4. [Iran Divestment Act Certification of Non-Inclusion](#)
5. [Diversity Business Enterprise \(DBE\) Program form](#)

Instructions and Conditions:

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until **November 14, 2022, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: **"ITB - Closed Top Compactor Trailer"**
7. Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. If submitting electronically, a paper bid is not required.
8. All proposers/bidders must register as a vendor in order to submit an electronic file.

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

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

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on November 14, 2022. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "ITB - Closed Top Compactor Trailer", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Closed Top Compactor Trailer.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
11. 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.
12. **Bid submissions from un-registered bidders may be rejected.**
13. Payment for completed services delivered to and accepted by the City shall be at the contract price.
14. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
15. 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.
16. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
17. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
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. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
22. 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.
23. 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 **Suzanne Daws, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to sdaws@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
24. 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.
25. 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.
26. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Noninclusion form may be found in this solicitation document.

27. 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.

Submission Forms



Bid Form

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

Having carefully examined the specifications entitled "**Closed Top Compactor Trailer**" to open on **November 14, 2022, at 11:00:00 a.m.** and the other Contract Documents and addenda, we hereby propose to furnish the equipment, and delivery as described herein for the following sum:

BID: Total charge (includes shipping): _____

Minimum Specification responses must be included with Submission Forms.

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

Firm Name: _____

Official Address: _____

DUNS #: _____ Business License Expiration Date: _____

By: _____
Signature

Name: _____
Printed

Date: _____

Title: _____

Email: _____

Phone: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

(Signed): _____

Title: _____

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

NOTARY PUBLIC

My Commission expires _____

Iran Divestment Act

Certification of Noninclusion

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

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

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

NOTARY PUBLIC:

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

My commission expires: _____

Diversity Business Enterprise Program (DBE) PROGRAM

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

The City of Knoxville's Fiscal Year 2022 goal is to conduct 4.3% of its business with minority owned businesses, 10.7% of its business with women-owned businesses, and 37.1% with small businesses.

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

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

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

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

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

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

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

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

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

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

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

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

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

☐ **Option A: Intent to subcontract using Diverse Businesses**

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

\$ _____
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

☐ **Option B: Intent to perform work "without" using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____