



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

SEALED BID

THIS IS NOT AN ORDER

DATE: 05/15/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **530671**

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

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

Merchandise to be delivered to : See delivery instructions

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 05/30/2018 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **21 PASSENGER BUS**

Special Instructions:

Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	One (1) 21-passenger bus, per attached bid specifications.					

IMPORTANT - State Merchandise

Delivery Date Here: _____

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

(Company Name)

(Authorized Signature)

(Print Signed Name)

(Phone Number)

(Email Address)

City of Knoxville
Fleet Services
Bus, 21 Passenger

This specification describes a current year model 21 Passenger Bus. The chassis including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined and shall conform in strength, quality of material and workmanship to the best practice known to the Automotive Industry.

Bid Responses

The bidder shall respond next to each item listed in this specification, 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.

1. MINIMUM SPECIFICATIONS

- 1.1 Capacity: Twenty-one passengers
- 1.2 Length: 24 ft. minimum
- 1.3 Interior Width: maximum 96"
- 1.4 Interior Height: minimum 78"
- 1.5 Wheelbase: 176" minimum
- 1.6 Top of first step height from ground: 12" maximum
- 1.7 G.V.W.R.: minimum 14,050 lbs
- 1.8 Current Production Model E-Super Duty RV Cutaway Chassis or equal

2. ENGINE

- 2.1 The engine furnished shall be an 8-cylinder diesel engine, minimum. The engine compartment shall be insulated from the passenger compartment with a minimum 1 1/2" fiberglass material or equivalent to minimize interior noise level and heat.
- 2.2 The engine cover shall be carpeted for additional soundproofing. Interior noise level shall not exceed 80 dba under 45 m.p.h. and under no condition exceed 83 dba.
- 2.3 The engine shall be furnished with a large capacity full flow oil filter and engine oil cooler.

3. COOLING SYSTEM

- 3.1 Radiator shall be heavy-duty (4-core) with greatest available capacity recommended by manufacturer. A coolant recovery system shall be present to return expelled coolant to the system.
- 3.2 The largest radiator fan complying with manufacturer's standards shall be provided.
- 3.3 Vehicles shall have permanent ethylene glycol antifreeze providing protection for ambient temperatures from -20°F to + 100°F while vehicles are used for prolonged transit purposes.

4. ELECTRICAL SYSTEM - 12 VOLT

- 4.1 The alternator shall be dual 105 amps minimum, with a 14 Volt regulator, and all other components shall be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage demands. Alternator/regulator shall be protected from wheel wash.
- 4.2 A dual, heavy-duty 12-volt horn shall be provided. The horn shall be protected from the wheel wash.
- 4.3 The vehicles will be equipped with 2 AGM batteries with a cold crank of not less than 1000 amps.
- 4.4 All wiring shall be color coded and function coded to enhance easy identification. A wiring diagram shall be provided by the manufacturer explaining the coloring, function and all components of the system. No butt or "T" connectors shall be used. All wiring shall be of sufficient size to carry the required currents without excessive voltage drops. All wiring shall be protected from heat, water, solvents, road splash, stones, grease, oil, fuel, abrasion, and chafing by proper insulation, conduit, or flexible tubing.

5. FUEL SYSTEM

- 5.1 The minimum capacity of the fuel tank shall be fifty-five (55) gallons.
- 5.2 There shall be an engine-mounted fuel filter with replacement elements.
- 5.3 Dual tanks are NOT acceptable.
- 5.4 The system shall be designed to keep fumes from entering the passenger compartment. All federal safety standards shall be met.

6. STEERING

- 6.1 The heavy-duty power steering system shall be self-centering with little or no driver effort.
- 6.2 The steering mechanism shall be constructed so as to make the wheel free from road shock and vibration.
- 6.3 The steering wheel shall be metal, covered with plastic or synthetic resin.
- 6.4 The vehicle shall have tilt steering.

7. TRANSMISSION

- 7.1 The transmission shall be heavy-duty, fully automatic power shift, 5-speed minimum, hydraulic-drive type, with overdrive.
- 7.2 The transmission shift lever shall be interlocked with the starting motor to prevent engagement of starter in any gear position other than neutral and park.
- 7.3 A warning signal audible outside of the vehicle shall be activated when the transmission is in reverse.
- 7.4 An auxiliary transmission oil cooler shall be provided.

8. BRAKES

- 8.1 Dual Hydraulic/Hydroboost Brake Booster, power, self-adjusting brakes with front and rear disc with 4 wheel ABS shall be provided. Minimum rotor diameter: 12.5". Brakes shall be self-adjusting.
- 8.2 Parking brake shall be transmission mounted drum type and shall activate the rear wheel brakes. The handle or pedal that activates the parking brake shall be easily accessible to the driver but shall not hinder his or her movement to or from the driver's seat.

9. TIRES AND WHEELS

- 9.1 Wheels shall be heaviest duty available ventilated, pressed steel, 16" minimum. They shall be designed to equal or exceed the G.V.W. All wheels shall be interchangeable. One spare wheel and tire per vehicle shall be shipped loose in each vehicle. Vehicles shall have dual rear wheels and single front wheels.
- 9.2 Tires shall be LT 225/75 R 16 load range E. Tires shall be balanced.

10. SUSPENSION

- 10.1 Front axle capacity 4,600 pounds minimum
Rear axle capacity 9,450 pounds minimum
Front springs (combined rating at ground) 4,600 pounds minimum
Rear springs (combined rating at ground) 9,450 pounds minimum
- 10.2 1-3/8" gas-filled front and rear heavy, double acting, shock absorbers shall be used on the front and rear of the vehicles.

11. REAR AXLE RATIO

- 11.1 3.73 minimum
- 11.2 Ratio is to be such that the vehicles shall be capable of maintaining a speed of 55 to 60 m.p.h. for a prolonged period of time and at normal engine rpm.
- 11.3 A positive traction, limited slip type differential is **NOT** desired.

12. INSTRUMENTS, CONTROLS, BASE EQUIPMENT

- 12.1 Ammeter or voltmeter shall have numerical calibration or graduated charge and discharge.
 - A. Speedometer and odometer.
 - B. Oil pressure gauge Water temp
 - C. Water temperature gauge.
 - D. Turn signal lever and emergency flasher control on column.
 - E. Turn signal and flasher indicator lights.
 - F. Fuel gauge.
 - G. Headlight high beam indicator.
 - H. Sun visor that can be positioned at the windshield or to the left of the driver.
Two-speed minimum windshield wipers.
 - I. Clearance (marker) lights controlled by headlight control switch.
 - J. Switches and temperature controls for passenger compartment heater, heater fan.
 - K. Passenger compartment courtesy lights and stepwell lights.
 - L. AM/FM radio. Four (4) radio speakers.
 - M. Tilt steering wheel.
 - N. Chrome grille.
 - O. Reverse alarm.
 - P. Standard driver's seat.
 - Q. Front and rear mud flaps.
 - R. Fast idle switch in driver's area.
 - S. All external lights to be LED type.
- 12.2 All gauges shall be clearly visible to the driver from a seated position. All switches shall be within reach of the seated driver and allow him or her to continue safe operation of the vehicles while engaging or disengaging switches.

13. EXHAUST SYSTEM

- 13.1 The exhaust system shall be the manufacturer's heaviest duty system available for the engine furnished. System shall be corrosion resistant and shall be securely fastened and routed to protect components from hazards. The exhaust shall exit straight out the back of the vehicles. The exhaust system shall be a minimum of 3.5" in diameter. The system shall conform to the requirements of Federal Motor Carrier Safety Regulations and meet all new emissions regulations.

14. BODY AND ACCESSORIES

- 14.1 The body structure shall be built as an integral unit adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads and stand road shock.
- 14.2 The vehicles' body structure must incorporate a full jig-welded "cage" type construction. Body must have an integral steel roll cage type structure.
- 14.3 The body shall be bolted through the sub-floor structure to the chassis frame as recommended by the chassis manufacturer. Welding of any body understructure to the chassis frame will not be permitted.
- 14.4 All exterior panels (walls and roof) shall be metal or fiberglass composite. Exterior panels are to be riveted, welded, or bonded to body framing. All panels shall be installed so that they will shed water. Side panels below the floor line shall be non-corrosive and easily removable for service and repair.
- 14.5 Stepwells shall be one-piece construction and adequately reinforced to prevent any deflection. Three steps shall be provided with minimum tread depth of 8.5 inches and bottom step height no higher than 12 inches. Steps and risers shall be in accordance with federal regulations governing elderly and handicapped transport vehicles. The stepwells shall be lighted and shall be continuous for the full width of the door opening.
- 14.6 Undercoating shall be applied to all metal parts that are subject to rust and corrosion by outside elements. Polyolueim, Ziebart, Quaker State Soundoff, Ashland Tectyl 165G or equivalent shall be used. Automotive undercoating is not satisfactory.
- 14.7 All fasteners (nuts bolts, clips, washers, clamps, etc.) shall be of a type that will prevent corrosion (zinc, cadmium plated or phosphate coated). No sheet metal screws shall be used. All nuts and bolts shall be Grade 8 type.
- 14.8 All major components (transmission, engine, radiator, battery, alternator, A/C compressor shall be easily accessible by access doors.
- 14.9 Vehicles are to have standard front and rear bumpers.
- 14.10 At least two tow hooks shall be provided and shall be securely attached to the vehicles' understructure. Tow hooks are to be mounted at the rear. Tow hooks shall be located so that no damage occurs to the vehicle under tow.

14.11 Floor:

Steel Sub Frame and Other Components

- A. The steel sub frame shall be constructed from the following materials and assembled as follows:
1. (4) 10 Ga. long sills. The long sills are 4 1/2" wide x 1 1/2" high and length depends on the model of the bus. These long sills are bolted to OEM frame with 1/2" grade 8 fine thread bolts and nuts supplied by chassis manufacturer utilizing OEM rubber mount suspension system. This allows the body to be mounted the same as OEM cab which reduces stress where the two are connected and helps isolate road vibrations from body.
 2. 12 Ga. standard crossmembers welded to long sills. These crossmembers are a modified "C" 1 1/2" wide x 3" high. The number of crossmembers depends on model of the bus. (Ford) (Chevy's floor has 1 1/4" risers as per raised floor).
 3. 12 Ga. rear crossmember. This crossmember is a modified "L" 2 1/2" wide x 3" high. (Ford) (Chevy = 2 1/2" x 4 1/4") (Raised floor = 2 1/2" x 8 1/2").
 4. 12 Ga. special crossmember for behind the rear axle. This crossmember is a modified "Z" shape 1 1/2" wide x 1 1/2" high. (Ford only)
 5. 12 Ga. floor side floor side rail clips. These clips are designed to attach sidewalls to the steel floor structure. The sizes range from 3" to 11 1/2" wide depending on location and model x 3 5/8" high. Each of the above crossmembers receives a floor side rail clip on each end (Ford) (Chevy=4 7/8" high).
 6. 14 Ga. steel floor support tubes. These support tubes are 3/4" x 1 1/2". The number of the support tubes depends on model of the bus. These tubes are welded between the crossmembers to form a grid that ties the steel sub frame together.
 7. 12 Ga. seat track. These tracks are 1 5/8" wide x 7/8" high and the length depends on the model of the bus. These seat tracks are welded every 6" to a 14 Ga. steel strip that is 3 1/2" wide and is welded to the crossmembers. This attachment method assures that the passenger seating meets all applicable FMVSS requirements.
 8. Rear wheel wells are constructed of 12 Ga. steel. They are designed with a flange that welds under the lip of crossmember to create a watertight seal. A flange at wall side also provides improved seal with wall.
- B. Steel preparation and treatment - Steel sub frame shall be primed and painted after assembly to assure protection from rust and corrosion.
- C. The finished wood sub floor shall be a minimum 3/4" thick Marine grade plywood. The construction of the floor is as follows:
1. Top layer is 1/4" Marine grade plywood.
 2. Center layer is 1/2" Marine grade plywood.
 3. Bottom layer is fiberglass coated plywood on both sides.
- D. The plywood layers are staggered to produce a seamless one-piece wood floor. The floor parts are assembled using staples and a hot-melt glue/press-roller process. All open cuts are sealed with a moisture barrier to prevent deterioration between layers of the floor.

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- E. The wood ¾" laminated floor is then installed on top of the steel sub frame with grade 5 floor bolts. A minimum of (6) six bolts per crossmember is standard. The floor track and wheel wells are sealed with an adhesive to prevent leaks.

14.12 *Floor Covering:* The floor covering shall be RCA Rubber Co. or approved equal. Color is to be black marble or approved equal color.

Under Seat Area: The area under the seating area shall be covered with smooth rubber floor covering of minimum overall thickness of .125 (1/8) inch.

Aisle: Aisles shall be black marble ribbed, non-skid, wear-resistant rubber floor covering. Minimum over-all thickness shall be .1875 (3/16) inch measured from tops to ribs.

Bonding: Floor covering must be bonded to the floor with waterproof sealer. The covering must not crack when subjected to sudden temperature changes.

Step Tread: Step tread edges, including floor level, shall be covered with rally molded nosing. All step edges shall have a two (2) inch wide white diagonal striped band running the full width of the step.

14.13 *Doors:*

- A. *Passenger Entrance Door:* The front doorway will be provided on right side of each vehicle. The door shall be two-leaf outward opening. The clear opening width shall be minimum 30 inches and minimum clear opening height of 75 inches. The passenger entrance door shall be manually operated. Assist handles to be mounted on both sides of the stairwell. Doors and door wells to be constructed to prevent drafts and entry of water to the extent practical. Door and door openings shall comply with federal regulations.
- B. *Driver's Door:* Driver's door shall be at the left side of the driver's seat with a driver's running board installed.
- C. *Emergency Exits:* Emergency exits shall comply with F.M.V.S.S.517.217-76. It is required that clearly marked push-out windows be located at the rear and each side.

14.14 *Windows:*

- A. *Passenger, side:* 3/16" thick side windows shall be single density; tempered safety glass with 44% maximum to 28% minimum light transmission gray glaze. The windows shall have aluminum frames and shall be ventilating type with T-slides at the top sill. One window on each side of the body shall be the push-out type and clearly marked for emergency exit. All windows and frames shall meet or exceed the federal and state of Tennessee Standards including F.M.V.S.S. 217.
- B. *Driver's side window* shall be gray glazed with 1/4 inch tempered glass and shall be easily adjustable with one-hand operation.
- C. *Rear window* shall be minimum 57 inches by 19 inches, push-out type. A van guard (rear window lens) should be installed in rear window.
- D. *Windshield* shall be 1/4 inch laminated safety glass with single density tint and shade band.
- E. *Entrance door windows* shall be single fixed type, gray glazed, single density, safety glass that allows maximum practical visibility.

14.15 Windshield Wipers and Washers:

- A. Two heavy-duty, electric, self-parking, two-speed minimum windshield wipers shall be furnished. Windshield washers with ample reservoir shall be located for easy inspection, maintenance, filling, and removal.

14.16 Heating and Defrosting Systems:

- A. The heating system shall consist of at least two units, one front unit located in the driver's area, and one unit so located as to uniformly heat the bus.
- B. The front unit shall have one large heater core and heavy duty blower to provide sufficient heated air for defrosting windshield and bus's heat. The blower motor shall be controlled by minimum three-position switch on the driver's control panel.
- C. An additional outlet shall be provided near the driver to allow heated air to the driver's area. A lever or knob shall control the distribution of heated air between the defroster plenum chamber and the bus's heating outlet. The control shall be located conveniently for the driver.
- D. The intensity and temperature of the heated air shall be regulated by the driver at the driver's control panel.
- E. The bus's rear heating unit shall be located to provide 65°F, inside temperature (evenly distributed) at 0°F ambient. The inside temperature shall be with an empty bus. Circulation blower shall be controlled by a minimum three-position switch on the driver's control panel.
- F. Combustion type heaters shall not be permitted.
- G. The manufacturer shall add the required amount for permanent all-weather coolant after heaters have been connected to protect the cooling system to -20°F tested at normal engine temperature.
- H. Minimal heater output for the passenger area shall be 65,000 B.T.U. Minimal driver heater output shall be 20,000 B.T.U.

14.17 Air Conditioning and Ventilation

- A. A complete factory air conditioning system shall be of a size capable of providing adequate cooling and dehumidifying capacity for passenger comfort. The system must be capable of maintaining a 72°F interior temperature with a full load of passengers, with an ambient temperature of 98°F and 70% relative humidity.
- B. Minimal air conditioner output for the passenger area shall be 55,000 B.T.U. Minimal driver air conditioner output shall be 12,000 B.T.U. AC industries 553 MAX or approved equal.

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- C. There shall be multiple cool air outlets to evenly distribute cool air for passengers and operator comfort.
- D. Bidder shall furnish complete details of the air conditioning system proposed for these vehicles.
- E. The air conditioning system shall be such that the chassis OEM system is not modified in any way. A complete, separate system should be installed for the passenger area.
- F. The passenger area system must consist of a body modifier installed:
Compressor, 3 fan condenser and a rear mounted evaporator. Evaporator must be rated at a minimum 55,000 btu.

14.18 *Interior and Exterior Lighting*

- A. Automatic access light(s) shall be installed at the passenger entrance to sufficiently light the outside approach to the entrance and the stepwell. Light(s) shall be situated to avoid damage by bus's washer, tree limbs, etc.
- B. Adequate lighting shall be provided to illuminate the aisles, passenger compartment, and seating positions.
- C. A driver's overhead light shall be provided that will enable the driver to easily read or write at night while in the driver's seat.
- D. The instrument panel shall be lighted to enable the driver to easily see all gauges from an upright seated position while driving.
- E. All exterior light(s) must comply with federal and state requirements. *Exterior lighting shall include:*
 - (1) Sealed beam headlights with high and low beam switch that is turn signal activated
 - (2) Front, rear, and side directional signals, operated by a lever on the left side of the steering column shall be the self-canceling type
 - (3) Two white or clear backup lights in the rear of the vehicles, automatically engaging when the transmission is in reverse
 - (4) Rear mounted, red, combination stop/signal taillights; and taillight below both in one unit
 - (5) A single, white, rear license plate light
 - (6) Front and rear clearance lights

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- (7) A minimum of six reflectors; two red on the rear and one on each side; rear area, one on each side; front area, amber
- (8) Front and rear identification markers, amber front and red rear
- (9) A switch shall be provided to operate all directional signals simultaneously as an emergency warning signal, to be on steering column.

14.19 *Seating arrangement/floor plan*

- A. Seating arrangement/floor plan of bus shall be twenty-one (21) forward facing passengers. Passenger seats shall be mid-back contoured seats with 16 gauge tubular steel frames. Standard width should be between 16 1/4"-18". Back height should be 22" from top of seat cushion. A polyurethane cushion and a No Zig-Zag Spring shall be bolted to a heavy-duty 14 gauge steel frame. Vinyl seat covering is required. Aisle seat will have a padded armrest on aisle side that flips up for easy access. All aisle seats shall have padded corner grab rails. Minimum knee spacing must be 14". Minimum seat spacing to 35". Seating must conform to the enclosed floor plan.
- B. A non retractable seat belt is required for each passenger. All passengers shall be provided with a pelvic seat belt. All seat belts shall be the standard buckle type. Seat belts and anchorages shall meet the requirements of F.M.V.S.S. 209 and 210. Seat belts must be compatible with infant and child restraint equipment.
- C. Driver's seat shall be four-way adjustable vinyl with cloth inserts if it is available. If not available, then cloth seat will be acceptable. Color of seat will match other passenger seats. A quick release-type retract-able combination pelvic/upper torso seat belt shall be installed for the driver.

14.20 Interior paneling shall be fiberglass, or otherwise covered with an easily maintained material. The basic interior color shall be frost white or approved light color. The dash and instrument panel shall be finished to harmonize with the overall interior tones. Interior paneling shall have a minimum thickness of 0.1 inch.

14.21 *Overhead Luggage Racks*

Overhead Luggage/Package racks with individual map reading lights shall be installed.

14.22 *Handrails, Stanchions and Modesty Panels*

Passenger assists in the form of full grip, vertical stanchions or handholds shall be provided for the safety of standees and of ingress and egress. Handhold and stanchions shall be made of 1 1/4" stainless steel tubes. All handholds and stanchions shall be properly supported and held securely in place with stainless steel corrosion resistant, anti-rattle fittings.

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A vertical stanchion shall be provided at rear of passenger door at aisle. A horizontal handhold shall extend from stanchion to the wall. Door operation shall not create a hazard. A vertical stanchion shall be provided as part of the driver's barrier. Left and right roof grab bars shall be installed so that it is possible to move the full length of the coach without losing support. Modesty panels shall extend from 1 ½" above the floor to bottom of window. Finish shall match interior seat colors. Two diagonal grab rails of ¾" to 1 ½" stainless steel shall be installed with at least 1 ½" knuckle clearance at front door to aid boarding and exiting passengers. Installed one each side, they are not to infringe on the clear opening.

14.23 Mirrors

- A. Fully adjustable, outside right and left hand rear view mirrors shall be 6" by 9". Frame and bracket shall be chrome-plated anodized aluminum or stainless steel and shall be retractable, break-away-type to prevent damage by bus's wash equipment. The right front mirror shall be mounted to prevent contact with pedestrian or boarding passengers.
- B. A low mount convex mirror shall be furnished below the outside mirrors for localized vision.
- C. An adequate rear view mirror shall be installed for driver's view of the interior and rear of the vehicles. This overhead two-way adjustable mirror (minimum 15" x 6") shall be located in front of and over the driver's seat above the windshield.
- D. All mirror mountings are to be sufficiently rigid to prevent distortion from vibration.

14.24 Emergency Equipment shall consist of one five-pound fire extinguisher, one 21-unit first aid kit, and three safety triangle reflectors. All emergency equipment shall be locked in an area easily accessible by the driver and will not interfere with passengers when not in use.

15. MISCELLANEOUS STANDARDS

15.1 Manuals and Catalogues

At or before the time of delivery of the vehicles, the manufacturer shall supply to agency the following items:

Chassis Service Manuals	1 copy on CDROM (mandatory before payment issued)
Parts Manuals	1 copy
Wiring Schematic Diagram	1 copy
Operators Manuals	1 per vehicle

Any other manuals such as air conditioning chassis, body, seats, etc. that are not included in the main parts and service manuals shall be delivered.

- 15.2** Legal documents shall be delivered with the vehicles. Proper documentation (Certificate of Origin, Odometer statement, etc.) to acquire license and registration is required at time of delivery. *Please note payment will NOT be issued until MSO and Odometer statement are provided so make arrangements with chassis manufacturer to meet this requirement.*

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- 15.3 After sale, service shall be continued while the vehicles are in service. This shall include, but not be limited to, service and parts manual up-dates, parts sales, guidance in solving mechanical, electrical, or other problems with the vehicles. When needed, agency maintenance supervisors shall be permitted to call the manufacturer at the expense of agency for assistance. When serious problems persist that habitually interrupt service, the manufacturer shall send a representative to agency at the expense of the manufacturer.
- 15.4 Photographs of the vehicles may be provided to agency with the manufacturer's bid.

16. WORKMANSHIP

- 16.1 Workmanship throughout the vehicles shall conform to the highest standard of commercially accepted practice for class of work, and shall result in a neat and finished appearance. The design of the body and equipment which the manufacturer proposes to furnish must be such as to provide vehicles of substantial and durable construction in all respects.
- 16.2 Welding procedures, welding materials, and qualifications of operators, shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All welds visible to the public shall be ground smooth after the welding to present a smooth, workmanlike appearance. Where metal is welded to metal, the contact surface shall be free of scale, grease, and paint.
- 16.3 All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- 16.4 All parts shall be new and in no case will used, reconditioned obsolete parts be accepted.
- 16.5 Manufacturer shall submit with its bid a detailed description and specifications of the frame structure, roof structure, and body with particular reference to materials used.

17. MOTOR VEHICLE STANDARDS

- 17.1 The manufacturer must certify that the buses comply with all U.S. Department of Transportation safety standards for bus applicable as of the date of manufacture, and complies with all Interstate Commerce Commission requirements for motor buses operated in interstate commerce.
- 17.2 The buses shall be in complete compliance with all requirements of the laws of the State of Tennessee as to lighting equipment and all warning and safety devices.
- 17.3 The manufacturer shall certify that the buses conform to the air pollution control standards set by the Federal Transit Administration for motor vehicles to be used on projects by FTA.

18. TESTS AND TESTING

- 18.1 Each complete vehicle and all working and moving parts and operating devices shall be thoroughly tested and put in operating condition by the manufacturer.
- 18.2 The roofs, windows, windshields, and compartment doors of the vehicles shall be water tested in an approved manner and any leaks found shall be repaired in a workmanlike manner.
- 18.3 The manufacturer shall **not** attach any dealer identification, advertising, or similar material to the vehicles. Vehicle will not be accepted if above-mentioned is present. Prior to acceptance of vehicles by the agency, the manufacturer shall service and adjust vehicles for operation to include, as a minimum, the following:
 - A. Focusing of lights
 - B. Tuning of engine
 - C. Adjustment of accessories
 - D. Checking of electrical braking and suspension systems
 - E. Charging of battery
 - F. Inflation of tires
 - G. Balancing of all wheels
 - H. Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient temperature at the point of delivery
 - I. Servicing of cooling system with permanent type antifreeze and summer coolant for -20°F
 - J. Servicing windshield washer with water and appropriate additives
- 18.4 **In addition to the Certification for the Interim Bus Testing Program (49 CFR Part 665), a copy of the 7 year - 200,000 mile Test Report on the Bus Model being bid by the Bus Testing Facility in Altoona, P A. must be provided.**

19. INSPECTION

- 19.1 The agency reserves the right to inspect all material and workmanship at all times during the progress of the work.
- 19.2 Final inspection and acceptance of the vehicles covered by these specifications shall be made by the agency.

20. CERTIFICATION AND WARRANTY

The following certifications and warranty conditions are required:

- 20.1 Certification of compliance with **all** applicable Federal Motor Vehicle Safety Standards, including Numbers 101, 102, 103, 104, 105, 106, 107, 108, 109, 111, 112, 113, 114, 116, 118, 119, 120, 121, 124, 127,205,207,208,209,210,212,213,217,219,220,221,222,301 and 302.

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- 20.2 Certification that the buses offered have been designed, manufactured, assembled and tested for passenger service, and are suitable for extended service in heavy, stop-and-go traffic.
- 20.3 The manufacturer shall state all terms, conditions, and limitations of the warranty. Terms, conditions, prices, limitations of any optional, extended warranties shall be stated, including local agents responsible for service.
- 20.4 The minimum warranty for mechanical components shall be 36 months or 36,000 miles with no deductible. This warranty shall fully pay for defective workmanship, materials and labor costs.

21. TRAINING AND MISCELLANEOUS REQUIREMENTS

- 21.1 Operator orientation for safety, proper operation and operator daily maintenance will be given onsite during delivery at City of Knoxville location.
- 21.2 Four (4) sets of keys must be delivered with vehicle.
- 21.3 Vehicle shall be delivered chassis and body complete, fully serviced, inspected for safety and safe operation, and ready to perform the work for which they are being purchased, with no less than 1/4 tank of fuel.
- 21.4 Vehicle shall be serviced, inspected, and delivered from the successful bidders nearest service facility. Factory direct deliveries are not acceptable.
- 21.5 Delivery Location:
City of Knoxville
Fleet Services Heavy Shop
1400 Loraine Street
Knoxville, TN
- 21.6 Contact Information: Contact Ms. Keri Collins, Fleet Coordinator at (865) 215-6249 to schedule delivery date and time.
- 21.7 Please state if a 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional equipment.
- 21.8 Winning bidder shall provide a minimum one (1) year of access (either online access or CD) to diagnostic software and technical information at no cost to the City with the option to renew.

**CITY OF KNOXVILLE
INVITATION TO BID**

21 PASSENGER BUS

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on May 30, 2018, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

BID SUBMISSION REQUIREMENTS

Bidders must furnish the following information in writing with their submission:

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Non-Collusion Affidavit
3. Iran Divestment Act Certification of Noninclusion

INVITATION TO BID – INSTRUCTIONS AND CONDITIONS

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until May 30, **2018 at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid.
4. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "21 PASSENGER BUS."
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal

is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
8. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
9. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
10. **Bid submissions from un-registered bidders may be rejected.**
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. State makes or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
13. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
14. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
15. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen (15) days from the date of bid opening, same will be disposed of in a manner deemed to be in the best interest of the City. Items shipped as a result of an Agreement to purchase (Purchase Order) must match the sample provided with Vendor's bid submission. The City of Knoxville will be the sole judge as to whether or not the shipped items match said supplied sample, and the City's decision will be final. Should shipped items not, in the City's judgment, be as represented by the sample provided, Vendor shall pay the City in full for all costs associated with returning shipped items to the Vendor. No restocking fee or other fees will be assessed against the City of Knoxville.
16. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.

17. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
18. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
19. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
20. Bidders must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
21. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
22. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **James Tucker, Senior Buyer** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to him at jtucker@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
23. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
24. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
25. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Non-inclusion form may be found in this solicitation

document.

26. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

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

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

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

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

CITY OF KNOXVILLE

BID FORM

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

Having carefully examined the specifications for the "21 Passenger Bus" to open on May 30, 2018 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the bus as specified:

Total Bid (includes delivery): \$ _____

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

Firm Name: _____

Official Address: _____

(By)

(Name Typed)

(Title)

Date _____

Terms _____

Email address _____

Telephone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

Signed: _____

Title: _____

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

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act_updated_7.7.17.pdf)

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

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

NOTARY PUBLIC:

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

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

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

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with women-owned businesses, and 45.5% with small businesses.

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

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

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

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

(Project Name)
(\$ _____)
(Amount of Bid)

Please select one:

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

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

\$ _____.
Estimated Amount of Subcontracted Service

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

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

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

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

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

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

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

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

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

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

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