



**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: 07/07/2017 PAGE 1 OF 6

DOCUMENT NUMBER: **449662**

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 : DELIVERY TBD

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 07/21/2017 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **FILTER CONTRACT**

**Special Instructions:**

Supply to the City of Knoxville various oil, air, fuel and transmission filters. Filters must be a premium grade and be equal or better than the filter that is specified. PLEASE NOTE: Prices quoted on the bid sheets are the prices which include all discounts. Direct all questions to jtucker@knoxvilletn.gov. The contract period will be from 7-24-17 thru 7-24-18.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	Each	51348 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 550EA.					
2	Each	51372 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 240EA.					
3	Each	51394 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 70EA.					
4	Each	51748 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 380EA.					

**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)



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ENVELOPE TO BE SEALED AND MARKED: **FILTER CONTRACT**

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5	Each	51791 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 80EA.					
6	Each	51971 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 80EA,					
7	Each	57182 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 150EA.					
8	Each	57060 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 100EA.					
9	Each	57502 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 180EA.					
10	Each	57750 WIX OIL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 80EA.					

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No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
11	Each	33531 WIX FUEL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 60EA.					
12	Each	33595 WIX FUEL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 120EA.					
13	Each	33604 WIX FUEL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 60EA.					
14	Each	33936 WIX FUEL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 400EA.					
15	Each	33965 WIX AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 280EA.					
16	Each	42809 WIX AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 120EA.					

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No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
17	Each	46814 WIX AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 300EA.					
18	Each	49053 WIX AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 40EA.					
19	Each	49082 WIX CABIN AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 220EA.					
20	Each	49666 WIX AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 210EA.					
21	Each	49746 WIX AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 60EA.					
22	Each	49883 WIX AIR FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 60EA.					

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23	Each	57415 WIX HYDRAULIC IN TANK FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 100EA.					
24	Each	24071 WIX COOLANT FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 160EA.					
25	Each	#MO-339 MOPAR OIL FILTER (DODGE #1-0489233AA). MUST BE MOPAR FILTER. ESTIMATED YEARLY QUANTITY OF 150.					
26	Each	#MO-349 MOPAR OIL FILTER (DODGE #68191349AB-001). MUST BE MOPAR FILTER. ESTIMATED YEARLY QUANTITY OF 150.					
27	Each	#MO-899 MOPAR OIL FILTER (DODGE #04884899AC-001). MUST BE MOPAR FILTER. ESTIMATED YEARLY QUANTITY OF 150.					
28	Each	51551 WIX HYDRAULIC FILTER OR AN APPROVED EQUAL. ESTIMATED YEARLY QUANTITY OF 100.					

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No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
29	Each	33977 WIX FUEL FILTER OR AN APPROVED EQUAL. ESTIMATED YEARLY QUANTITY OF 60.					
30	Each	33978 WIX FUEL FILTER, OR AN APPROVED EQUAL; ESTIMATED YEARLY QUANTITY OF 60EA.					
31	Each	WA10116 WIX AIR FILTER OR AN APPROVED EQUAL. ESTIMATED YEARLY QUANTITY OF 50EA.					

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## SPECIFICATIONS - OIL FILTERS

THE QUANTITIES LISTED ARE APPROXIMATE AND DELIVERY WILL NOT BE REQUIRED AT ONE TIME. HOWEVER, DELIVERY IS REQUIRED WITHIN TWO (2) WORKING DAYS AFTER THE ORDER IS PLACED. THE CONTRACT PERIOD WILL BE FROM JULY 24, 2017 TO JULY 24, 2018. THIS CONTRACT MAY, BY MUTUAL AGREEMENT, BE EXTENDED ANNUALLY FOR TWO (2) ADDITIONAL YEARS, ONE (1) YEAR AT A TIME.

**IF NOT BIDDING THE WIX BRAND FILTER, PLEASE STATE IN YOUR BID THE BRAND NAME AND STOCK NUMBER OF FILTERS ON WHICH YOU ARE BIDDING.**

THE SUCCESSFUL BIDDER MUST SUPPLY ONLY ONE BRAND OF PREMIUM FILTER FOR CONVENIENCE IN INVENTORY MANAGEMENT. ANY EXCEPTIONS MUST BE APPROVED PRIOR TO DELIVERY. FILTERS MUST BE EQUAL TO FILTER QUALITY SPECIFIED AND A CUT-AWAY SAMPLE MAY BE REQUIRED, AT NO ADDITIONAL COST TO THE CITY, PRIOR TO THE AWARD OF THE CONTRACT. THE CITY OF KNOXVILLE RESERVES THE RIGHT TO FULLY INSPECT, IF NECESSARY, ALL FILTERS THAT HAVE BEEN BID AND MAKE A DECISION BASED UPON THEIR ANALYSIS OF EACH FILTER.

THE SUCCESSFUL BIDDER SHALL PROVIDE CREDIT OR CURRENT FILTERS OF EQUAL VALUE FOR RETURNED UNUSED FILTERS THAT ARE NO LONGER APPLICABLE TO THE CITY FLEET. THE CREDIT OR PRODUCT SHALL BE GIVEN TO THE CITY BY THE BIDDER AT THE SAME TIME AS THE RETURN OF UNUSED FILTERS BY THE CITY, WITHOUT ANY UNREASONABLE DELAY. WHEN A CREDIT IS ISSUED FOR RETURNED ITEMS, IT MUST BE ON A SEPARATE, STAND ALONE CREDIT INVOICE. STATEMENTS WILL NOT BE ACCEPTABLE.

AWARD WILL BE MADE ON AN "ALL OR NONE BASIS" TO ONLY ONE BIDDER. WHILE THE PREPONDERANCE OF THE FILTERS THAT THE CITY USES EACH YEAR ARE LISTED IN THE INVITATION TO BID, THERE ARE "SOME" FILTERS THAT ARE NOT LISTED DUE TO THE CITY'S INFREQUENT USE OF THEM. SUCH NON-FREQUENTLY USED FILTERS THAT ARE NOT LISTED IN THIS INVITATION TO BID SHALL BE PRICED AT THE SAME DISCOUNT RATE AS THE FILTERS LISTED. FOR EXAMPLE, IF THE LISTED FILTERS ARE BID AT A 30% DISCOUNT RATE FROM THE PRICE LIST OF A SPECIFIC DATE, THEN ALL FILTERS MUST BE PRICED AT THE SAME 30% DISCOUNT RATE. **PLEASE NOTE: THIS PERCENTAGE DISCOUNT MUST BE CONSISTENT THROUGHOUT THE FILTERS LISTED IN THE SUBMITTED BID SHEET. FAILURE TO LIST THE PRICING CONSISTENTLY WITH THE PROFERRED DISCOUNT RATE MAY RESULT IN REJECTION OF THE BID AS NON-RESPONSIVE.** THE SUCCESSFUL BIDDER MUST FURNISH A CATALOG TO EACH OF OUR THREE MAINTENANCE SHOPS AND A COMPLETE JOBBER PRICE LIST PERTAINING TO THE MAKE OF FILTER BEING QUOTED MUST BE SUBMITTED WITH THE BID. **FAILURE TO SUPPLY THE PRICE LIST WITH THE BID WILL RESULT IN THE BID BEING DEEMED UNRESPONSIVE AND WILL RESULT IN REJECTION OF**

**THE BID.** THE PRICE LIST SUPPLIED WITH THE BID WILL BE IN EFFECT AND MUST BE FIRM FOR ONE YEAR FROM THE DATE OF THE CONTRACT. PRICING FOR THE OPTION YEARS WILL BE AT THE SAME DISCOUNT RATE, BUT MAY BE ADJUSTED BASED ON MOST CURRENT JOBBER CATALOG PRICE AT THE BEGINNING OF EACH OPTION YEAR WITH APPROVAL FROM THE CITY. IF DELIVERY PROBLEMS ARISE AND CANNOT BE RESOLVED, THE CITY OF KNOXVILLE RESERVES THE RIGHT TO TERMINATE THE CONTRACT ON THE BASIS OF NON-PERFORMANCE.  
CITY OF KNOXVILLE IS NOT SUBJECT TO FEDERAL OR STATE TAXES.

PLEASE NOTE: IN THE BEST INTEREST OF THE CITY OF KNOXVILLE, THE MOPAR FILTERS MAY OR MAY NOT BE INCLUDED IN THE FINAL ANALYSIS WHEN MAKING THE FILTER AWARD.

PLEASE STATE THE PERCENTAGE DISCOUNT THAT WILL BE ALLOWED FROM THE JOBBER PRICE LIST FOR ALL FILTERS PURCHASED BY THE CITY OF KNOXVILLE.

\_\_\_\_\_ %

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**CITY OF KNOXVILLE  
INVITATION TO BID**

**FILTER CONTRACT**

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 July 21, 2017, 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
4. Option A or B from the Diversity Business Enterprise packet

**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 July 21, **2017 at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to 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: "Filter Contract"
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](http://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](mailto: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](http://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 Noninclusion 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 "Filter Contract" to open on July 21, 2017 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the items as specified or supply an approved equal.

GUARANTEE of delivery no later than \_\_\_\_\_ days after each filter order has been placed.  
(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. The State of Tennessee currently uses the State of South Carolina's list, available here:

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

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

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

### NOTARY PUBLIC:

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

My commission expires: \_\_\_\_\_

# 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

<b>Diversity Business Enterprise Utilization</b>			
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.