
INVITATION TO BID

Compact Bike Lane Sweeper

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 March 9, 2022 at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **Compact Bike Lane Sweeper.**

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

City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting.

Topic: ITB- Compact Bike Lane Sweeper
Time: Mar 9, 2022 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/85441441054?pwd=bTdONFhra0JCV0ZSYW9JRfKxNTNUdz09>

Meeting ID: 854 4144 1054
Passcode: 078590
One tap mobile
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+1 929 205 6099 US (New York)
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Meeting ID: 854 4144 1054
Passcode: 078590
Find your local number: <https://us02web.zoom.us/u/krm0jqoW4>

Scope of Work:

The City of Knoxville is seeking to purchase: Compact Bike Lane Sweeper

It is the intent of these specifications to describe a new, current model year compact sweeper to be used to clean bicycle lanes in the City of Knoxville. The goal is to outline in sufficient detail the standards and expectations in reliability, design, and sweeping performance. All parts not specifically mentioned, which are necessary to provide the complete unit, shall be included in the bid even though such work or material is not specifically outlined.

The unit including all necessary equipment shall be furnished and delivered complete and ready for use. The bidder shall have a qualified service representative in attendance with the sweeper during its first

operation to make any adjustments and provide training to assure safety, proper use and maintenance of the sweeper.

Note: availability of unit for delivery will be a determining factor in award.

COMPLIANCE TO SPECIFICATIONS: The bidder shall respond to each item listed in this specification in the space provided, indicating whether they meet or do not meet the 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.**

Specifications:

Minimum Specifications

Item #	Description	Meet Specification?	Description/ Deviation
1.1	Engine: -4-Stroke turbo charged inter-cooled diesel. 181 cubic inch; 100 HP, minimum; 280 foot lbs. of torque, min. -3.7 gallon DEF tank with SCR technology (selective catalytic reduction) preferred -18.5 gallon fuel tank, min. with lockable tank lock -Removable engine cover		
1.2	Injection system: -Common rail direct injection system -Emergency lifting block integrated in the basic vehicle for lifting the container in event of hydraulic failure -Cabin controlled cooler with reverse blower function		
1.3	Drive: -Two-wheel drive rear axle with variable hydrostatic drive with automatic control. Speed control for sweeping operation to keep a set working speed constant.		
1.4	Brake System: -Disc brakes on front and rear axle. Drum parking brake at rear, automatically activated once direction lever is in neutral or ignition key is removed. Easily accessible release device.		
Item #	Description	Meet Specification?	Description/ Deviation
1.5	Tire size – 235/65 R16C		
1.6	Chassis:		

	<ul style="list-style-type: none"> -Galvanized vehicle frame for corrosion resistance -Hydro-pneumatic chassis preferred, with front and rear suspension, independent front wheel suspension -Curb climbing capacity- min. 5.9" -Ground clearance - min. 6.3" -Climbing ability - min. 25% -License plate bracket with lighting 		
1.7	<p>Steering:</p> <ul style="list-style-type: none"> -Hydraulic steering system with hydraulic steering aid -Right hand steering wheel? -All-wheel steering with automatic centering that can be activated in working mode -Emergency steering option in case of hydraulics failure -Front steering lock: 38"approx -Rear steering lock: 33" approx. -Turning circle diameter with all-wheel steering, max with 2-brush system – 268.5" 		
1.8	<p>Dimensions: (<u>width cannot exceed 56" no exceptions</u>)</p> <ul style="list-style-type: none"> -Wheelbase min. 78" -Track max. 41" -Total length without sweeping system - max. 167" -Max. length with sweeping 2-brush system-176.8" -Max. length with sweeping 3-brush system-205" -Vehicle width w/out sweeping system - max. 51.2" -Vehicle width with sweeping system (brush rest position, without mirror, max. 51.2" -Construction height w/out flashing beacon, max. 78.7" 		
1.9	<p>Weights: (includes fluids and operators)</p> <ul style="list-style-type: none"> -Maximum total weight: 13,227 lbs. -Maximum front axle load: 5,952 lbs. -Maximum permissible rear axle load: 7,275 lbs. -Axle load warning device -Maximum trailer load (unbraked) at least 1,653 lbs. 		
Item #	Description	Meet Specification?	Description/ Deviation

1.10	<p>Hydraulic System:</p> <ul style="list-style-type: none"> -The load-sensing working hydraulic system (or equivalent design) shall consist of pumps, motors, cylinders and valves for the drive, steering, sweeping units and the blower drive. -Maximum pump delivery rate at operating pressure: 41 gallon/minute -Working pressure min. 4,000 psi regulated to 3,200 psi -Hydraulic power to be regulated in the cabin -Number of hydraulic connections: 4 front / 1 rear -The transitions/connections from the hydraulic pumps to the pressure pipes shall be with high-pressure hoses - Quick couplings shall be marked by color coding -Volume of hydraulic tank: min. 14.5 gallon -Total filling capacity in the hydraulic system: 17.2 gal 		
1.11	<p>Electrical System:</p> <ul style="list-style-type: none"> -12V on-board electrical system -Battery capacity, min. 725 CCA <u>AGM</u> battery -Battery disconnect in cabin -Alternator, minimum 140 A -Electrical windshield wiping interval and washer -Brake light lights on during hydrostatic braking -Halogen flashing beacon with in-cab switch -The work area must be illuminated by LED work lights, minimum two (2) LED work lights at front -Back-up warning system -7-pin plug for trailer operation -14-pin plug at the front 		
1.12	<p>Camera system:</p> <ul style="list-style-type: none"> -Camera system for day and night operation with a camera for the rear traffic area -The camera shall be switched on automatically when reverse gear is applied -Camera shall have view of the suction shaft to detect and prevent clogging -Monitor integrated in the steering wheel rim preferred 		

1.13	<p>Driver cabin:</p> <ul style="list-style-type: none"> -Overturn-resistant cabin design, ROPS-certified -Driver cabin with at least 2.2 yard³ air volume -Spacious double-seater cabin with access to the driver's seat possible on both sides 		
Item #	Description	Meet Specification?	Description/ Deviation
1.14	<ul style="list-style-type: none"> -Cabin decoupled from the vehicle frame, with fourfold suspension -Both doors open to the rear, each with a sliding window (can be pushed open on both sides) -Easy access handles on both doors and step -Windshield made of laminated safety glass for safety --Glass surface of cabin minimum 4.6 yard³ -Sun protection roller blind on driver and passenger sides -Cabin interior light with door contact switch -Removable rubber mat for quick cleaning -Air-conditioner integrated in the cabin ventilation -Automatic climate control for control of cabin temperature -Ergonomic layout of controls -Tilt and telescopic steering column -Fixed multi-function display integrated in the steering wheel rim -Central operation unit to the left of the driver's seat -Adjustable padded arm rest -Pneumatically suspended driver's seat with 2-point safety belt, lumbar support -Storage compartment under the passenger seat -Heated mirrors -Radio, bluetooth hands-free -12V on-board socket (cigarette lighter size) -USB charging outlet -Central display gauges for - fuel tank level, hydraulic tank level, fresh water tank level, circulating water tank level, operating hours counter for engine, and operating hours counter for working hydraulics -State-of-the-art noise insulation. Maximum in-cab noise values: 74.9 dB(A); power level 94.1 dB(A); night-time sweeping operation 99.0 dB(A). 		

	-Illuminated push and rocker switch (night detected)		
1.15	<p>Water system:</p> <ul style="list-style-type: none"> -The water system shall consist of fresh water and circulating water -Water tank ability for complete drainage system from the cabin (frost protection) -Water tank capacity minimum 53 gallon; constructed of high density plastic -Pressure of freshwater pump minimum, 1,080 psi 		
Item #	Description	Meet Specification?	Description/ Deviation

1.16	<p>Water nozzles that are controlled in the cab:</p> <ul style="list-style-type: none"> -Brush on the left: 2 nozzles -Brush on the right: 2 nozzles -Suction mouth: 3 nozzles <p>-Atomizer water nozzles in the suction pipe for dust retention</p>		
1.17	<p>Water circulation system:</p> <ul style="list-style-type: none"> -Processed water system for supplying water to the suction mouth and suction pipe -Separate wastewater tank with pressurized water pump -Filling quantity of the wastewater tank minimum 31.7 gal -Container emptying by switch in the cabin -Processed water fill volume in the waste container: 91 gal -Water level indicator of the wastewater tank in the display -Easy and quick cleaning of the wastewater system via easily accessible service openings on the left and right side of the machine 		
1.18	<p>Filling:</p> <ul style="list-style-type: none"> -The filling devices must contain an air dam -Filling takes place via coupling connection 		
1.19	<p>Water container:</p> <ul style="list-style-type: none"> -Gross container volume: 660 gal max. -Payload of the waste container: 4,850 lbs. max. -Stainless steel container (corrosion-resistant material), 0.12" wall thickness -Cleaning flaps for cleaning the coarse separation screen -The container to be designed with no corners or edges to prevent dirt build up -Lightweight blower made of composite material -Blower diameter minimum 26" -Air duct system with optimum volume flow -Volume flow in 99dB(A) operation: 3,650 yard³ / hour -Volume flow in ECO mode: 4,425 yard³ / hour -Volume flow at full blower speed: 4,900 yard³ / hour -Maximum volume flow at blower speed of 3,000 rpm: 15,150 yard³ / hour -Negative pressure in the tank at maximum blower output and suction mouth in operating state: 1,375 psi 		

	-Adjustable blower speed: 1,400 / 1,550 / 1,700 / 2,000 rpm speeds		
Item #	Description	Meet Specification?	Description/ Deviation
1.20	<ul style="list-style-type: none"> -Diameter of suction pipe minimum 7.9 inch -Removable suction pipe for cleaning -Opening/closing waste container lid hydraulically without leaving the cabin -Quick-start button in cabin for the immediate start of the sweeping process (with memory function) 		
1.21	<p>Emptying:</p> <ul style="list-style-type: none"> -Emptying done with hydraulic cylinders by tilting the rear of the container -Waste must not settle on the rear parts of the sweeper when emptying -Emptying height of waste container minimum 65.6" for dumping the waste in container and on trailer -Waste container volume to be no less than 2.2m³ -Emptying angle at least 48° -Emergency emptying system for waste container and container flap in the event of a failure of the hydraulic and electrical system, hydraulic manual pump freely accessible -Container tilting cylinder with pipe breakage valves -Mechanical container support -Dirt scraper for emptying attached at a convenient gripping point -Opening/closing waste container lid hydraulically without leaving the cabin 		
1.22	<p>Suction mouth:</p> <ul style="list-style-type: none"> -The suction mouth to be corrosion-resistant, wear-free, easy to clean -The floating suction mouth is lifted automatically when reversing -Suction mouth width, minimum: 32.5" -Position for picking up leaves (positioned towards the front) -Three (3) water nozzles on the suction mouth -To drive over intersections/crossings, the brush and the suction mouth must be raised when switching from sweeping to driving speed 		
Item #	Description	Meet Specification?	Description/ Deviation
1.23	Two (2) Brush system:		

	<p>-Pushed, clearly visible, independently controllable, hydraulically driven disc brushes with the following hydraulic devices:</p> <ul style="list-style-type: none"> -Raising, lowering -Adjustable contact pressure -Brush tilt adjustment (right brush head) -Brush single elevation (vertical) using joystick -Hydraulic motor -Hydraulic motor max. brush speed: 120 rpm -Hydraulic motor with thread device against drawing in belts and strips -Disc brush hydraulic motor speed infinitely adjustable -35" Disc brush, brush fastening with quick-change system -Automatic sweeping mirror adjustment -Removable brush unit -Maximum sweeping width (without suction mouth cover): 114" minimum -Maximum sweeping width (with suction mouth cover): 103" minimum 		
1.24	<p>Hand Hose:</p> <ul style="list-style-type: none"> -Minimum 196" X 5.9" hand suction hose to be used on both sides of the machine -Suction hose shall have fresh water nozzle 		
1.25	<p>High Pressure Washdown System:</p> <ul style="list-style-type: none"> -High-pressure cleaner ready for use mounted in the waste container for mobile cleaning -Maximum pump pressure 275 psi, minimum -Water volume in 2.5 gallons/minute -Hose reel with 32', minimum, high pressure hose 		
Item #	Description	Meet Specification?	Description/ Deviation
1.26	<p>In Bid, Bidder shall please state additional cost for providing Optional Three (3) Brush System:</p> <p><u>Three (3) Brush system</u></p> <ul style="list-style-type: none"> -Sweeping width from to (with suction mouth cover): 106" minimum -Pulled, clearly visible, independently controllable, hydraulically driven disc brushes with the following hydraulic devices: -Raising, lowering -Adjustable contact pressure -Hydraulic motor max. brush speed: 120 rpm 		

	<ul style="list-style-type: none"> -Hydraulic motor with thread device against drawing in belts and strips -Disc brush hydraulic motor speed infinitely adjustable -Disc brush size – rear (diameter): 26.7" minimum -Disc brush size – front (diameter): 35" -Brush fastening with quick-change system -Automatic sweeping mirror adjustment -3rd brush may be used on the left and right sides -Weed brush with inclination adjustment in the following directions: <ul style="list-style-type: none"> -Inclination angle minimum $\pm 25^\circ$ -Roll angle minimum $\pm 25^\circ$ <p>PRICE FOR OPTIONAL THIRD BRUSH SYSTEM:</p> <p>-----</p>		
1.27	<p>Manuals and Warranty:</p> <ul style="list-style-type: none"> -Please state manufacturer's warranty <hr/> <ul style="list-style-type: none"> -All parts and service manuals to be provided electronically with unit upon delivery. 		
1.28	<p>Service:</p> <ul style="list-style-type: none"> -Bidder shall have a parts and service facility within a reasonable distance from the City of Knoxville (may be a determining factor in the bid award). State the location and distance _____ -Bidder must make available all manufacturer's diagnostic equipment and software. 		
Item #	Description	Meet Specification?	Description/ Deviation
1.29	<ul style="list-style-type: none"> -Bidder must stock at their facility parts such as brooms and brushes that are commonly replaced for the unit that is being bid. -Bidder must stock all parts needed to complete all preventative maintenance. -Bidder shall provide a list of all hydraulic fittings, valves and pumps as well as the manufacturer of such parts and part numbers. 		

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: "Compact Bike Lane Sweeper."
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 March 9, 2022. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "ITB - Compact Bike Lane Sweeper ", 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- Compact Bike Lane Sweeper.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. 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.
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15. **Bid submissions from un-registered bidders may be rejected.**
16. Payment for completed services delivered to and accepted by the City shall be at the contract price.
17. 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.
18. 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.
19. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
20. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.

21. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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 **Taylor Childress, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at tchildress@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.
27. 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.
28. 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.

29. 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.
30. 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 "**Compact Bike Lane Sweeper**" to open on March 9, 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): _____

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

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

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

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 2021 goal is to conduct 5.35% of its business with minority owned businesses, 9.5% of its business with women-owned businesses, and 38.4% 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: _____