



**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: 05/22/2019 PAGE 1 OF 1

DOCUMENT NUMBER: **594673**

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 06/06/2019 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **TRANSFER TRAILER**

**Special Instructions:**  
 Trailers to be delivered to 1400 Loraine Street, Knoxville, TN 37921. Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Two (2) open-top transfer trailers, 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)

**MINIMUM BID SPECIFICATIONS FOR  
SOLID WASTE OPEN TOP, PUSH OUT TRANSFER TRAILER**

**MINIMUM TECHNICAL REQUIREMENTS FOR A STEEL OPEN TOP HORIZONTAL UNLOADING  
EJECTION SOLID WASTE & WASTE DEBRIS TRANSFER TRAILER**

Bidder shall note each item with either a "Yes" or "No" to indicate the item being bid is exactly as specified, or not, on the line provided to the right of the item number. IF EXCEPTIONS ARE TAKEN TO THESE SPECIFICATIONS, THE BIDDER MUST STATE IN DETAIL AS TO HOW THEIR VARIED PROPOSAL MEETS OR EXCEEDS THE REQUESTED SPECIFICATIONS. RESPONSE MUST BE ON BIDDER'S LETTERHEAD AND ATTACHED TO BID REFERENCING THAT ITEM. Failure to comply with these instructions will disqualify the Bidder. Once the bid has been awarded, successful bidder is required to meet with the City of Knoxville to discuss specifications BEFORE trailer is built. **\*\*Bidders are welcome to set up appointment to inspect current trailers for comparison.**

**ITEM 1. EQUIPMENT:**

Current year and model production, semi-trailer with the following minimum specifications. The City of Knoxville, TN reserves the right to purchase for one year from the award date additional transfer trailers at the stated bid price. Either the City of Knoxville, TN or the successful bidder may cancel this option for additional transfer trailers at any time during the period in which it is in effect at either the Bidder's or the City's discretion.

Any additions, deletions, or variations from these specifications must be noted. Any standard items listed in the manufacturer's regular published specifications furnished by the offeror are assumed to be included in the offeror's proposal.

**ITEM 2. APPLICATION:**

The Transfer trailer will be used in the City of Knoxville's refuse disposal operations. The Trailer will haul Solid Waste, Waste Debris, Construction Debris and other Waste associated with their Solid Waste collection and hauling operations. The Trailer will be top loaded and the product will be dropped from above the trailer sides onto its floor. At times the trailer may have the load compressed into the trailer by a front-end loader or an excavator. The trailer must be designed to withstand extreme forces to the floor, frame, rear door, blade, and sidewalls.

The Trailer shall operate on paved streets, state and federal highways & interstate highways as well as unimproved roads at landfill sites. The truck and semi-trailer combination shall be configured to carry the maximum payload permitted under law to legally "Bridge" 80,000 GCVWR. It will be the Bidders responsibility to know the current vehicle weight and dimension laws.

**ITEM 3. CODE COMPLIANCE:**

The trailer shall comply with all Federal and State of Tennessee standards for highway use semi-trailers, which are in effect on the date of delivery. Each unit shall have capacity and identification plates with a statement that the trailer complies with all applicable Federal and State laws and regulations relating to motor vehicle operations and OSHA Safety standards.

**ITEM 4. MODEL:**

New current model tandem axle Open Top Solid Waste Transfer-Semi Trailer. The Trailer shall not be built-up from a lighter unit to comply with these specifications.

**ITEM 5. GROSS COMBINED WEIGHT:**

The allowable gross combined weight (GCVW) shall not be less than 80,000#.

**ITEM 6. DIMENSIONS:**

- A) Overall Body Length: 45 feet maximum
- B) Overall Body Width: 96 inches maximum
- C) Overall Height: 13'6" maximum (including cover)
- D) King Pin Plate Height 49"
- E) Interior Body Length: 45'
- F) Interior Body Width: 88"
- G) Interior Body Height: 96"
- H) Capacity: 100 cu. yd. minimum
- I) Tare Weight: 28,500# +/- 2%

**ITEM 7. CONSTRUCTION:**

A) Transfer Trailer shall be constructed of steel, high-yield 50,000# minimum yield strength. Sheet and post design, not formed post into sheet.

B) All exterior welds and interior seam welds must be continuous, not skip or stitch welds.

**C) Sides:**

Side sheets shall be 10ga. ASTM 607 50.  
Side posts shall be 12ga. on 18 inch centers, set on top of bottom rails. Each side sheet vertical seam shall be placed behind the side post. Two 10ga. rows of horizontal bracing centered on the sides between the last seven rows of the side posts and one row centered on the sidewall from there forward. The horizontal bracing top flange shall be formed at 45 degrees to prevent material hang up.

**D) Top Rails:**

Single piece 6" high x4" wide x3/16" wall grade 50 tube. Top rails shall run full length of the trailer body. The trailer shall be built without any cross bars across the top of the trailer, nor any rear header bar across the rear of the trailer door opening.

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**E) Upper Blade Track:**

There shall be an upper blade track on the inside walls. They shall be located approximately 24" down below the top rails. The track shall be designed with a 1/4" 45 degree shedder plate on the topside. The blade track shall be connected to guide supports on the blade. The blade guides will travel in the track and prevent the sidewalls from bulging out. The blade track shall be made from 1/4" material.

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**F) Bottom Rails:**

10ga. Formed to allow the side posts to rest on top of the bottom rail.

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**G) Front Door Enclosures:**

The front end of the trailer shall be enclosed. There shall be 2 upper doors and 2 lower clean-out doors. The upper area on the bulkhead section approximately 6' below the roof line to reduce wind drag on the trailer and litter leakage. The upper front shall have (2) side hinged doors with heavy duty hinges and (1) cam lock per door. Doors should be able to latch open flat along the trailer sides. The door shall be framed all around by 3x3x1/8" square tubing. The outside of the doors shall be sheeted by 14ga. steel sheets. The lower area of the front shall have 2 top hinged panels to allow service and clean-out behind the ejector blade floor. The lower doors shall be held closed by 2 rubber snubbers per door. Doors will need to be able to lock open and closed.

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**H) Crossmembers:**

4" x 3.2# I-beam 70,000# yield strength on 12 inch centers and 9 inch centers above the landing gear supports.

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**I) Floor:**

7ga. ASTM 607 50 full length. All seams and sheet end edges shall have solid welds. Flooring shall be adequately welded to all the crossmembers.

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BIDDERS MUST NOTE  
ANY EXCEPTIONS ON  
THEIR LETTERHEAD

**J) King Pin Section:**

3/8" x 36" x 54" king pin plate with a 24"  
king pin setting.

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**K) Suspension Main Frame:**

The suspension main frame shall be 10" x 17# x 50,000#  
I-beams. The frame shall run to the forward part  
of the landing gear supports. The frame shall be  
adequately connected to the crossmembers every  
6 feet by a 10" x 17# x 36 3/4" I-beam X member. The sub  
frames shall be capped at the forward  
end with a 7ga. plate on each frame.

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**ITEM 8. SUSPENSION & ATTACHMENTS:**

**A) Hutch:**

H9700 Tandem 3-leaf spring suspension with 4 - H365-00  
Heavy-Duty 3-leaf high-arch springs. 50,000# rated capacity.

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**B) Axles:**

(2) Rockwell TN4670Q 25,000# capacity top-mounted brake  
chambers. 5" round, 71-1/2" track. Cast steel brake drums  
outboard mount. Automatic adjusting slack adjusters.

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**C) Landing Gear:**

Mark V Holland with square, self-leveling cushioned pad,  
driver's side crank.

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**D) Landing Gear Supports:**

Must be attached to a minimum of six (6) crossmembers.  
Landing gear supports shall be fabricated from 7 gauge  
60,000# minimum yield steel. Each support to have a minimum  
of 7.5 square feet of material. Cross and diagonal bracing  
shall be 3"x4.1# steel channel. Landing gear shall  
be on 72" centers.

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**E) King pin setting: 24"**

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**F) King pin to center of rear axle: 41'6"**

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**ITEM 9. BRAKES:**

Air operated. 16-1/2" x 7" S-cam type on both axles.  
Equipped with non-asbestos lining Automatic slack adjusters,  
top mounted brake chambers. Full system anti-lock brakes;  
Wabco Meritor 4 sensors, 2 modules.

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**ITEM 10. TIRES AND WHEELS:**

**A) Tires:**

(8) Firestone FT455 11R x 22.5 tubeless, radial,  
load range G

**B) Hubs:**

(4) 10 bolt Uni-Mount, Outboard Brake Drums

**C) Wheels:**

(8) 8.25 x 22.5 10 hole Hub-Piloted White in Color.

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**ITEM 11. REAR DOOR:**

Rear door to be constructed of the same design as  
the trailer body. Single swing door opens to the  
curbside of the trailer. Heavy duty hinges, 4 sets,  
minimum 1" continuous pin, 1/4" wall heavy duty hinge  
knuckles a minimum of 5" in length 4 on the door and  
4 on the trailer body. The hinge strap shall be a minimum  
of 1/2" x 4" material weld to each hinge knuckle. Each hinge  
knuckle shall have a grease fitting. A minimum of 3 heavy  
duty door latches. The latch shall be able to reach back a  
minimum of 3" to grab the door and pull it closed. The door  
strikers shall be a minimum of 1" diameter with a 1" bushing  
roller to allow ease of operation. The strikers shall project out  
from the side of the door frame not toward the front or rear  
of the trailer. The strikers shall not or stick out any  
farther than the thickness of the door frame when the door  
is opened 270 degrees to lay along side the trailer.  
A rubber contact bumper shall be installed on the trailer  
body to prevent the door from making direct contact with the  
trailer body. The door latches must have grease fittings **FACING  
THE SIDES NOT REARWARD TO MINIMIZE BROKEN FITTINGS.** Door  
latches shall be operated from the side of the trailer at the  
rear. All latches must operate from one lever. A safety  
chain to secure the door from accidentally opening and must  
also retain the door in the open position. The door frame shall  
be a minimum of 3 x 3 x 7 gauge tubing. The door sheets  
shall be constructed of the same material and design as the  
side walls. The door hinges shall be designed so the door  
will open and lay flat along side the trailer when the flip  
top covers are opened on the curbside of the trailer.  
All rear taillights shall be installed in the bottom frame  
of the door.

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**ITEM 12. LIGHTS AND REFLECTORS:**

All Lights LED. I.C.C. approved, rubber mounted, 12 volt.  
Stop and tail lights: Truck-lite 40048R Turn and tail  
lights: Truck-lite 40048R with Truck-lite 60015Y  
mid-trailer side turn indicator. Marker and I.D. lights  
Truck-lite 10205R and Y with 10414 Branch deflector mount kit.  
Complete system to be sealed wire harness. Conspicuity  
reflective tape as required by law. Tail lights &  
License Plate to be installed in/on the rear door.  
Wiring harness shall come in from the TOP of the door.

**ITEM 13. TOW HOOKS AND PUSH BUMPERS:**

Trailer shall be equipped with two (2) heavy-duty tow  
hooks and push bumpers designed to aid in off-road  
pulling and pushing assistance.

**ITEM 14. EJECTION UNLOADING SYSTEM:**

A) Trailer shall be off-loaded by the horizontal  
ejection/push-out system. The Hydraulic pump system shall  
be operated from the towing truck/tractor power unit.  
The hydraulic reservoir, filter, and pressure relief  
valve will be on the towing truck. NOTE: Hydraulic  
connections will be on the trailer instead of hoses going  
to the truck. There will be 1 supply line and 2 return  
lines with connector type specified by the City at the  
time of placing the order.

**B) Hydraulic Ejection Cylinder:**

5-stage telescopic, double-acting, 2-port cylinder.  
9" large stage diameter operated @1,500 - 1,800 psi max.  
A center support traveling carriage shall be installed  
midship on the cylinder to support the cylinder horizontally  
and vertically during extension and retraction.

**C) Ejection Plate Blade:**

Blade face to be constructed of 7 ga. sheet structurally  
reinforced to withstand the max. operating pressures.  
The Blade assembly to travel on a .250" steel tracks along each  
side of the trailer floor. The blade shall be equipped with  
four (4) Heavy-Duty U.H.M.W. wear blocks (2 on each side bottom  
front and rear). They shall travel in the blade track  
along the floor. The blade shall also travel in a sidewall  
track located approximately 2/3 up the inside walls full  
length of the trailer body.

**D) Hydraulic Control Valve:**

The hydraulic valve body shall have one (2) functions. One to operate the ejection/pushout cylinder to extend and retract the push blade assembly and the other to operate the Flip Top Covers. The control for the valve body shall be located on the driver's side front corner of the trailer easy operable from ground level. The hydraulic hose's for the cylinder shall be double wire for the pressure and single wire for the return hose's. The valve will contain an adjustable pressure relief. Hydraulic operating pressure will be factory set at 1,500 PSI and sealed. A pilot-operated speed return valve will be provided to permit rapid cylinder retraction and aid in reducing excessive oil temperatures.

**ITEM 15. COVERS: HYDRAULIC FLIP TOP COVER**

**A) Frame:** Needs to be a two-piece cover, made in four sections (front right, front left, rear right, rear left) and slip clamped together at the center of the trailer to obtain two halves. There must be an allowance of 0-4" made for free movement. Sections are made from 1-1/2 x 1-1/2 x 3/16 tube with a 50" diagonal tube brace in each corner of each section. Each section will have one (1) 1" 50' long solid cold roll reach supports to help support the mesh cover on both left and right sides. There shall be a 3/16" coated air craft cable tying the ends of each section together, laced through the mesh and secured at one end with a loop support and cable clamp and secured at the center of the sections with an adjustable turn buckle.

**B) Hinges:**

Minimum of 10 hinges on cover on L/H side. Each hinge assembly shall consist of two (2) 1/4" x 2" outside knuckles, one (1) 1/4" x 3" inside knuckle, one 3/4" x 8" pin. Each inside knuckle shall be equipped with a grease fitting. The outside knuckles shall be welded to the main frames and the inside knuckles shall be welded to the top rail. The inside knuckles shall be braced to the top rail with 1/4" plates.

**C) Mesh:**

Protex plastic mesh material #HN1260L-80 60" wide with 1/2" grid openings. A minimum over lap in the center of the trailer on each section of 10". The mesh shall be fastened to the framework every 6" to 8" with heavy-duty plastic cable ties. 1 Extra 100' roll of mesh to be shipped loose in the trailer along with 200 plastic cable ties.



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**D) Hydraulic opener:**

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An assembly installed as a separate unit of the trailer.  
(No chains, sprockets, gear boxes, or cables.)  
Two (2) hydraulic cylinders mounted horizontally on a  
separate frame. The frame is to be bolted to the trailer  
(not welded). Each cylinder rod connected to a pivot arm.  
On the end of the arm, a shaft and roller that travels in  
a track fastened to the covers. All pivot points shall  
have grease fittings. The covers will open 270 degrees to  
lie against the outside trailer sides. There shall be contact  
bumpers, three per side, mounted on the trailer sides.  
The opener, valving and frames shall be painted the same  
color as the trailer body and prior to installation.  
Mesh must be installed after painting and before installing  
the covers onto the trailer.

**E) Cover Operating Valve:**

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The valve for the opener shall be a double spool control  
valve capable of operating the flip top covers without  
assistance of any other valving. The flip top opener and  
the unloading system shall have the ability to operate  
simultaneously without assistance from any other valves.  
The valve shall be adjusted at 1,200 psi. The valving  
shall be located on the front driver's side corner. The  
hydraulic hoses for the opener shall be 3/8" single wire  
with tube clamps securing them to the trailer. Bidder to  
include published literature on the hydraulically operated  
cover system as well as six (6) references including contacts  
of users of this type of system.

**ITEM 16. PAINTING:**

**A) Surface Preparation:**

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All surfaces to be painted shall be cleaned of all mill  
scale, rust, spatter slag, or flux deposits, oil, grease,  
dirt, or other foreign matter. All exterior surfaces  
sides, roof, and underside must be shot-blasted prior to  
priming and painting.

**B) Paint Application:**

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The paint shall be applied in dry, dust-free conditions  
and in temperatures above 70 degrees F. All edges,  
corners, crevices, and joints shall receive special  
attention for thorough cleaning and adequate paint thickness.

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**C) Prime Coat:**

All metal surfaces, interior and exterior, shall be clean and dry. Metal surfaces shall have one coat of Ditzler DP40 epoxy primer applied to obtain a minimum thickness of 1 mil. per coat.

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**D) Finish Coats:**

All exterior surfaces of the trailer shall have two (2) coats of high gloss Sherwin Williams Genesis paint system of Maintenance's color choice shall be applied. WHITE GC-49994, with safety yellow gate in accordance with the manufacturer's recommendations and shall have a minimum dry film thickness of 1 mil. per coat.

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**ITEM 17. VEHICLE COMPLIANCE:**

Trailer and its components must comply with the all current FMVSS that apply to this type of vehicle.

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**ITEM 18. ASSEMBLY DRAWINGS:**

The Bidder shall submit with their bid current assembly Drawings showing the details of the Trailer being bid such as; sidewall and roof design, landing gear assembly, rear doors, rear end, suspension setting, all outside and interior body dimensions, ejector blade assembly, and front end view.

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**ITEM 19. WARRANTY:**

Describe or include a copy of the warranty supplied by the Trailer manufacturer. A minimum of 1 Year on all Trailer Structures, Fabricated and Purchased Components, Parts and Labor is required:

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**ITEM: 20. SERVICE:**

A) One parts and one service manual to be supplied with each trailer.

B) Name and location of nearest authorized Dealer or Service center that can supply parts, service, and handle warranty issues: If not within 25 miles of the City of Knoxville, the manufacturer will authorize the City of Knoxville to perform warranty work and will reimburse accordingly using the shops current labor rate.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact/Phone #: \_\_\_\_\_

C) Minimum of 1 day on-site training for operators and mechanics to be included with bid at winning bidder's cost at City of Knoxville location.

**ITEM 21.**

List a minimum of six of your steel open top ejector transfer trailer users we may contact for reference, include a current phone number.

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| _____    | _____    |
| _____    | _____    |
| 3. _____ | 4. _____ |
| _____    | _____    |
| _____    | _____    |
| 5. _____ | 6. _____ |
| _____    | _____    |

**ITEM 22.**

List a minimum of six of your hydraulically operated flip top cover users that we may contact for reference, include a current phone number.

1. _____	2. _____
_____	_____
_____	_____
3. _____	4. _____
_____	_____
_____	_____
5. _____	6. _____
_____	_____

**ITEM 23.**

Please state if a current model year 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional equipment.

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**CITY OF KNOXVILLE  
INVITATION TO BID**

Transfer Trailers

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on June 6, 2019, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

**BID SUBMISSION REQUIREMENTS**

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

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

**INVITATION TO BID – INSTRUCTIONS AND CONDITIONS**

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until June 6, **2019 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: "Transfer Trailers."
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 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 "Transfer Trailers" to open on June 6, 2019 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the requested trailers as specified:

Total price (includes delivery): \$ \_\_\_\_\_/ea

GUARANTEE of delivery of trailers 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

<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.