
INVITATION TO BID

Bucket Truck

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 **May 27, 2022** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for One (1) Bucket Truck.

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

Topic: Bid Openings for Bucket Truck and Tandem Dump Trucks

Time: May 27, 2022 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84746787557?pwd=YnRTcDNldnIOWGU5a29jVmEyd2dhQT09>

Meeting ID: 847 4678 7557

Passcode: 059403

One tap mobile

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Scope of Work:

The City of Knoxville Fleet Services Department is seeking to purchase one (1) bucket truck. The specifications included in the [Bidder's Response Form](#) describes a four-wheel drive dual rear wheel utility bed vehicle with a 54' work height insulated bucket with a minimum GVWR of 19,500lbs, similar to Ford F550. The chassis including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined and shall conform in strength, quality of material and workmanship to the best practice known to the Automotive Industry.

Note: Due to immediate need of this vehicle, delivery will be a determining factor in award.

Delivery Instructions:

Delivery will be to: City of Knoxville, Fleet Service Garage, 1400 Loraine Street, Knoxville, TN 37921-6642. Contact Jeff Johnston, Fleet Operations Manager at 865-951-3620 to schedule delivery date and time.

Units shall be serviced, inspected, and delivered from the successful bidder's nearest service facility. Factory direct deliveries are not acceptable.

Price is to include all charges, FOB Destination to the Fleet Services Garage. Delivery must be coordinated with the department. No after hour, holiday or weekend deliveries will be accepted.

Invoicing:

In order to be properly paid, please mail, email or deliver invoice to:

City of Knoxville Fleet Services
Attn: Keri Collins
3409 Vice Mayor Jack Sharp Road
Knoxville, TN 37914
kcollins@knoxvilletn.gov

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
2. [Bidder's Response Form](#)
3. [Non-Collusion Affidavit](#)
4. [Iran Divestment Act Certification of Non-Inclusion](#)
5. [Diversity Business Enterprise \(DBE\) Program form](#)

Instructions and Conditions:

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until **May 27, 2022**, at **11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "Bucket Truck."
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 **May 27, 2022**. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "ITB - Bucket Truck", 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-Bucket Truck.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.
13. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
14. 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.
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. 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.
18. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
19. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
20. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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 McKeehan, Assistant Purchasing Agent** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to jmckeehan@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.
26. 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.
27. 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.
28. 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.
29. 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



CITY OF KNOXVILLE

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 "Bucket Truck" to open on **May 27, 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 Price (includes delivery): \$ _____

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

Firm Name: _____

Official Address: _____

DUNS #: _____ Business License Expiration Date: _____

By: _____
Signature

Name: _____
Printed

Date: _____

Title: _____

Email: _____

Phone: _____

Bidder's Response Form

Bid Responses

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

**Please read each line carefully. An inspection of the vehicle will be done before acceptance and strict adherence to the specifications is imperative before payment is made.

1. MINIMUM SPECIFICATIONS – STANDARD EQUIPMENT

Item Number	Description	Meet Specification?	Description/ Deviation
1.1	Seats: Standard bench seat with fold down armrest and ORANGE seat belts.		
1.2	Airbags: Manufacturer's standard		
1.3	Upholstery: Vinyl Grey		
1.4	Floor Covering: Manufacturer's standard with full length weatherproof rubber mat		
1.5	Keys: Six (6) sets of keys and FOBS		
1.6	Radio: Manufacturer's standard		
1.7	Air Conditioning: Standard factory installed		
1.8	Gauges: Manufacturer's standard gauge package to include backlighted gauges		
1.9	Windows: Power manufacturer's standard		
1.10	Door Locks: Power manufacturer's standard		
1.11	Warning Tones: Headlamps on, warning buzzer; turn signal reminder; keys in ignition		
1.12	Tilt steering wheel		
1.13	Aux. Power Outlets: Cab Power outlet (cigar type)		
1.14	Steering Wheel-Mounted Cruise Control		
1.15	Daytime Running Lamps		
1.16	Mirrors: Extendable trailer towing type		
1.17	Windshield Wipers: Variable speed, intermittent delay-type with integral washer.		
1.18	Windows: Standard factory tint.		
1.19	Color: White		
1.20	Chrome Front Bumper		

Item Number	Description	Meet Specification?	Description/ Deviation
1.21	Additional Dimensions – • Exterior length: 254.8" • Cab to axle: 84.0" • Exterior width: 80.0" • Exterior height: 81.1" • Wheelbase: 169.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 24.2' • Rear tire outside width: 93.9" • Min ground clearance: 8.3" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft.		
1.22	Drive Axle Ratio 4.88		
1.23	Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine or equal with diesel direct injection		
1.24	10 speed automatic transmission with overdrive		
1.25	4 Wheel Drive		
1.26	Limited slip differential		
1.27	Transmission PTO provision		
1.28	Rear DANA 130 or equal rigid axle leaf spring suspension with anti-roll bar		
1.29	LT225/70SR19.5 all-terrain tires - front and rear DRW		
1.30	Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator - Turn signal indicator in mirrors		
1.31	2 front tow hook(s)		
1.32	Seating capacity of 3 • Front 40-20-40 split-bench seat		
1.33	Trailer Harness and Sway Control		
1.34	Towing Capacity 18,340 lbs minimum		
1.35	40 gallon fuel tank minimum		
1.36	GVWR: Gross Vehicle Weight Rating to be a minimum of 19,500 lb.		
1.37	Cab: Provide a regular cab		
1.38	Extra Heavy-Duty Front End Suspension - 7,500 GAWR		
1.39	Engine Block Heater		
1.40	Operator Commanded Regeneration		
1.41	Upfitter Interface Module		
1.42	Utility Lighting System to Include LED side-mirror spotlights		

Item Number	Description	Meet Specification?	Description/ Deviation
1.43	Trailer Brake Controller		
1.44	Platform Running Boards		
1.45	Rear View Camera & Prep Kit		
1.46	Bluetooth with Voice Activation		
1.47	Minimum 60 months 100,000 mile diesel engine warranty		
1.48	Minimum 60 month 60,000 miles powertrain warranty		

2. MINIMUM SPECIFICATIONS – BODY AND LIFT

Item Number	Description	Meet Specification?	Description/ Deviation
2.1	It is the intent of these specs listed to describe a single man insulated bucket truck with service body.		
2.2	Unit shall be current production and year model; manufacturer's printed literature including all specifications shall be submitted with bid.		
2.3	Unit shall include all components normally supplied by the manufacturer with the unit being bid.		
2.4	Unit shall meet all Governmental Regulations, DOT, EPA, and ANSI etc.		
2.5	Unit bid shall be supported for maintenance by a factory authorized dealer located within the City of Knoxville or one of the surrounding counties therein. Dealer shall have factory trained technicians and parts stock on hand to provide maintenance of "normal wear" items in a timely manner.		
2.6	Lift to be equal to a Dura-Lift DPM2-47DU Category C Telescopic Articulating Aerial Lift		
2.7	Height To Bottom Of Platform – 49'		
2.8	Working Height 54'		
2.9	Side Reach – 31'6"		
2.10	Stowed Travel Height – 10'5"		
2.11	DC Backup, High Speed Pump		
2.12	Main Boom Fiberglass Insert		
2.13	Chassis Isolator Articulating Boom Insert		

Item Number	Description	Meet Specification?	Description/ Deviation
2.14	Continuous Rotation		
2.15	Power Stow At Basket With Lower Control Stow		
2.16	Single Hand Upper Controls		
2.17	Lockout Levers		
2.18	180° Basket Rotator		
2.19	24"x42"x42" Fiberglass basket w/ step		
2.20	Basket step – opposite; capacity 400/550lb		
2.21	Category C Basket Elevator		
2.22	Hydraulically Extendible Jib		
2.23	45" Pedestal		
2.24	Tool Circuit At Basket		
2.25	Class 5 Midmount Outriggers		
2.26	Frame Reinforcement		
2.27	Double Outrigger Interlock		
2.28	Load Boosters, Front And Rear		
2.29	(4) 18x18 Outrigger Pads And (2) Holders		
2.30	36" X 94" Walkup Tailshelf		
2.31	Frame Ext. Class 5/6 For Hitch		
2.32	2" Combo Pintle/Ball Hitch, Receiver Style		
2.33	Hitch, Pin		
2.34	7 Pin Spade Trailer Plug		
2.35	Body And Mounting Hardware Kit		
2.36	PTO And Pump, Class 5		
2.37	Backup Alarm With Dual Tone		
2.38	Installed On Light Post – LED Strobe, Amber Dome		
2.39	Grab Handle, Chrome		
2.40	Aluminum Pool Handle		

Item Number	Description	Meet Specification?	Description/ Deviation
2.41	10" Belting Step		
2.42	Inclinometer		
2.43	Mud Flaps With Mounting Brackets For Utility Bed		
2.44	5lb Fire Ext With Mounting Brkt		
2.45	Triangle Reflector Kit		
2.46	24 X 42 Basket Cover		
2.47	24 X 42 Liner		
2.48	Pair Of Bucket Insert Lip Clip 2.5" Rim		
2.49	Knapheide Utility Body Model 6125d54 Or Equal, 126" Body		
2.50	Dimensions: 125.25" Overall Length 94" Width 54" Floor Width 40" Side Compartment Height 20" Side Compartment Depth 24" Floor Height		
2.51	Street Side Compartments 1v=28 1/4" W X 40" H 2v=21" W X 40" H H=52 3/4" L X 18 1/2" H 3v=23 1/4" L X 40" H		
2.52	Curb Side Compartments 1v=28 1/4" W X 40" H 2v=21" W X 40" H H=52 3/4" L X 18 1/2" H 3v=23 1/4" L X 40" H		
2.53	Standard Shelving Needed (2) Adjustable Shelves 1st And 2nd Vertical (1) Bolt-In Divider Shelf Curbside Horizontal (1) Adjustable Divider Shelf Rear Vertical (28) Shelf Dividers		
2.54	Tailboard Channels At Rear Of Bed		
2.55	Interior And Exterior Color – White To Match Chassis		
2.56	Aerial Lift Understructure		
2.57	Tailshelf Lights With Harness		
2.58	Cargo area floor and tops to be coated with Line-X type spray liner. Black in color, anti- skid, chemical resistant, minimum thickness .125mm.		

Item Number	Description	Meet Specification?	Description/ Deviation
2.59	Body shall be equipped with all LED lighting. Side marker lights LED amber front and red rear flush mount.		
2.60	Body shall be equipped with LED compartment lighting with guard.		
2.61	Full-size LED Light Bar (Whelen preferred) shall be mounted on the top of cab with control switch inside cab.		
2.62	Master locking system		

3. ADDITIONAL REQUIREMENTS

Item Number	Description	Meet Specification?	Description/ Deviation
Training Requirements			
3.1	Minimum of eight (8) hours of operator orientation and operator daily maintenance as well as City mechanic training for technical issues.		
3.2	Training shall be conducted by a qualified Manufacturer's Representative at City location.		
Miscellaneous and Delivery			
3.3	Please state if a current model year 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional equipment. _____ YES _____ NO		
3.4	Vehicle shall be delivered chassis and body complete, fully serviced, inspected for safety and safe operation, and ready to perform the work for which they are being purchased, with no less than 1/4 tank of fuel.		
3.5	Vehicle shall be serviced, inspected, and delivered from the successful bidders nearest service facility. Factory direct deliveries are not acceptable.		
3.6	Delivery Location: City of Knoxville Fleet Services 1400 Loraine Street Knoxville, TN		
3.7	Contact Information: Contact Jeff Johnston, Fleet Operations Manager, at (865) 951-3620 to schedule delivery date and time.		
Documentation			
3.8	Provide manufacturer's certificate of origin for each vehicle. (Mandatory before payment will be made)		
3.9	Provide one operator's manual per vehicle and one extra per lot of vehicles for cab, chassis, and all installed equipment.		

Item Number	Description	Meet Specification?	Description/ Deviation
3.10	Provide one set of service, overhaul and illustrated parts breakdown manuals on CD per lot of vehicles ordered. Please include service manuals on all installed equipment. MANDATORY		
3.11	Provide one "build sheet" per vehicle listing all parts used in assembling each vehicle. (If available)		
3.12	Provide list of filters and other service items, by type and part number, per vehicle.		
3.13	Winning bidder shall provide software or on-line access to technical information, diagnostic and service tools for a minimum of one year, with the ability for City of Knoxville to renew.		
3.14	No dealer emblems, decals, or other form of advertisement or identification shall be attached to the vehicle. Only required decals may be placed on vehicle or installed equipment.		
Warranty			
3.15	Provide copies of standard warranty for assembled and delivered vehicle.		
3.16	Provide forms for delayed warranty start if vehicle delivery to the city is delayed due to upfit of special equipment or modification.		
3.17	Provide copies of standard warranty for systems and components as provided by individual suppliers.		

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 2022 goal is to conduct 4.3% of its business with minority owned businesses, 10.7% of its business with women-owned businesses, and 37.1% with small businesses.

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

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

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

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

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

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

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

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

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

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

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

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

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

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

\$ _____
Estimated Amount of Subcontracted Service

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

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

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

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____