



**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: 05/18/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **532672**

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 : City of Knoxville-Light Equip. Shop  
 3409 Vice Mayor Jack Sharp Road  
 Knoxville TN 37914

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 06/05/2018 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **LUBRICATION SYSTEM**

**Special Instructions:**

Direct all questions to jtucker@knoxvilletn.gov.

| No. | Quantity | Description   | Brand | Unit | Unit Price | Total | Applicable Discount |
|-----|----------|---|-------|------|------------|-------|---------------------|
| 1   | 1 Each   | One (1) automotive lubricant dispensing system for the Light Equipment Shop, 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)

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| <b>City of Knoxville</b><br><b>Fleet Services</b><br><b>Light Shop Lubrication System</b> |
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**GENERAL DESCRIPTION**

These specifications are for the purchase and installation of a Bulk Lubricant Dispensing System. The Dispensing System will be installed at the City of Knoxville Fleet Light Shop Garage located at 3409 Vice Mayor Jack Sharp Rd., Knoxville, TN. The system will include, but not limited to, reels, tanks, pumps, pump dispensers and all other accessories for safe and efficient dispensing of the lubricants listed in this Bid plus labor to install requested equipment.

A site visit can be arranged by appointment only.

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

| <b>ITEM #</b> | <b>DESCRIPTION</b>   | <b>COMPLY<br/>Y/N</b> | <b>DEVIATION</b> |
|---------------|--|-----------------------|------------------|
| 1.            | <b>General Requirements:</b>   |                       |                  |
| 1.1           | The bidder shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. Tools shall not be left lying inside or around the premises at any time. At the completion of the work, bidder shall remove from and about the premises and adjacent areas all rubbish, tools used for work, and surplus materials and shall have the area "Broom Clean" and ready for use. |                       |                  |
| 1.2           | All materials, equipment, and installation shall be fully guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance.   |                       |                  |
| 1.3           | All equipment shall be in current production and furnished with all standard equipment whether or not specifically called for here except where the item is replaced by optional over standard equipment.  |                       |                  |
| 1.4           | Bidder shall provide references of similar equipment and installations.  |                       |                  |
| 1.5           | Training on proper use shall be provided by bidder upon completion of System.  |                       |                  |

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| <b>City of Knoxville</b><br><b>Fleet Services</b><br><b>Light Shop Lubrication System</b> |
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| ITEM # | DESCRIPTION  | COMPLY<br>Y/N | DEVIATION |
|--------|--|---------------|-----------|
| 2.     | <p><b>Equipment</b></p> <p>The following equipment specifications describe six (6) wall-mounted Balcrank Panther 5:1 ratio pumps for totes, two sets of six Balcrank Premium Series hose reels (for a total of twelve reels), six metered control handles, one new hose reel rack, plus supply lines, valves, fittings and labor to install.</p> <p>The following pumps and reels are for the six fluids shown below:</p> <ul style="list-style-type: none"> <li>* 5W20 motor oil</li> <li>* 5W30 motor oil Dexos</li> <li>* 0W20 motor oil</li> <li>* Mercon LV ATF</li> <li>* ATF+4 (for Dodges)</li> <li>* ATF Universal Synthetic</li> </ul> |               |           |
| 2.1    | <p><b>Hose Reels</b></p> <p>(12) Balcrank <u>2111-040</u>, Premium Series heavy-duty oil reel 1/2" x 50'</p> <p>(12) Balcrank <u>3330-159</u>, digital meter control handle with memory flex hose and 1/4-turn manual tip</p> <p>(12) 1/2" x approximately 5', 1-wire fluid hoses with male NPT both ends</p>  |               |           |
| 2.2    | <p><b>Pumps for Totes</b></p> <p>(6) Balcrank <u>1130-021</u>, Panther 5:1 ratio Carbon Steel Stub with Bung Adapter, Pump delivery with SAE 10W30 oil, 68° F (20° C), 100 psi (7 bar) air pressure and free flow: <b>6 GPM</b></p> <p>(6) Balcrank <u>4411-008</u> Wall Mount Bracket for Panther pump</p>  |               |           |
| 2.3    | <p><b>Suction Hose Kits for connection to 2" Kamlok adapter in bottom of tote</b></p> <p>(6) 1" x approximately 10' long suction hoses, 1-wire, 1" male NPT both ends</p> <p>(6) Morrison Bros 691-500, 1" full port ball valve</p> <p>(12) FF 1802-203, 1" x 2" galvanized pipe nipples</p> <p>(6) FF 1101-200, 1" galvanized 90 degree elbows</p> <p>(6) FF 2071-397, 2" x 1" black bushings</p> <p>(6) OPW 633D2"AL, 2" Kamlok coupling with 2" female NP</p>   |               |           |

**City of Knoxville  
Fleet Services  
Light Shop Lubrication System**

| ITEM # | DESCRIPTION  | COMPLY<br>Y/N | DEVIATION |
|--------|--|---------------|-----------|
| 2.4    | <b>Air Filter / Regulator with Gauge *Need one for each pump*</b><br>(6) Balcrank 3260-049, 1/4" air filter regulator lubricator<br>(6) Balcrank 3260-058, automatic drain<br>(6) Balcrank 3260-010, mounting bracket for FRL<br>(6) Morrison Bros 691-0100, 1/4" ball valve to turn pump on and off |               |           |
| 2.5    | <b>Air Jumper Hoses between FRL and Supply Line *Note air supply to be provided and installed by Bidder.</b><br>(6) 1/4" x 36" air hoses   |               |           |
| 2.6    | <b>Fluid Jumper Hoses Between Pumps and Supply Lines</b><br>(6) 1/2" x approximately 3', 1-wire fluid hoses with male NPT both ends<br>*One end of fluid hose to swivel  |               |           |
| 2.7    | <b>High Pressure Ball Valves - One for each reel and one for each pump</b><br>(18) Dixon HPBV12, 1/2" high pressure ball valves  |               |           |
| 2.8    | <b>Hydraulic Tubing and Tubing Fittings</b><br>Lot 5/8" x .035 wall hydraulic tubing, fittings and adapters  |               |           |
| 2.9    | <b>Unistrut, Cush Clamps and All-Thread for securing tubing to building</b><br>Lot unistrut, all thread, washers, anchors and 5/8" cush clamps   |               |           |
| 2.10   | <b>Hose Reel Rack</b><br>Lot of material to construct one new hose reel rack. To be constructed of 6" I-beam uprights with 12" C-Channel top with unistrut reel mounts.  |               |           |
| 2.11   | Incoming freight on material   |               |           |
| 3.     | <b>General</b>   |               |           |
| 3.1    | City of Knoxville (COK) will provide either the use of a forklift or a forklift and operator to unload and set the new hose reel rack.   |               |           |
| 3.2    | Bidder will provide new air supply lines at pumps as well as the air filter/regulator/lubricator (FRL), gauge, ball valve and a 36" jumper hose from the supply line to the FRL.   |               |           |

**City of Knoxville  
Fleet Services  
Light Shop Lubrication System**

| ITEM #    | DESCRIPTION  | COMPLY<br>Y/N | DEVIATION |
|-----------|--|---------------|-----------|
| 3.3       | Bidder will need to provide scissor lift when installing the new supply tubing. COK will clear the area where bidder is working and make it accessible by the scissor lift.  |               |           |
| 3.4       | Only one of the existing hose reel racks is to be replaced. The larger one, nearest to the offices and furthest from new totes, will remain in place and will be reused. Only the smaller one will be replaced. Both reel racks will be located in the same place as they are currently located. See <u>Diagram #1</u> . |               |           |
| 3.5       | Bidder will remove old tubing, however COK would be responsible for disposal.  |               |           |
| 3.6       | Bidder will clean and paint the old hose reel rack and install new unistrut for mounting reels on old reel rack. Bidder will take precautions to not get paint on any other COK equipment.   |               |           |
| 3.7       | Six (6) totes with 2" Kamloc adapter and ball valve are to be provided by COK. Bidder will provide the hose and fittings to connect to the bottom of COK tote. Bidder will include a ball valve for shutoff when changing totes. COK will be responsible for any signage or decals for the totes.                        |               |           |
| 3.8       | Quote should include any permits should they be required and any bid or performance bonds.   |               |           |
| <b>4.</b> | <b>Bidder Installation will include:</b>   |               |           |
| 4.1       | Mounting six Balcrank 5:1 pumps on the exterior wall   |               |           |
| 4.2       | Connect to COK provided air lines. There must be one connection for each pump and the connection should be located within 18" of the pump.   |               |           |
| 4.3       | Remove old steel tubing from existing reels (COK to dispose of old tubing and any oil remaining in the tubing)   |               |           |
| 4.4       | Connect jumper hoses and run 5/8" OD x .035 wall steel tubing from the six pumps to twelve reels located as shown on drawing. See <u>Diagram #1</u> .  |               |           |

**City of Knoxville  
Fleet Services  
Light Shop Lubrication System**

| ITEM # | DESCRIPTION  | COMPLY<br>Y/N | DEVIATION |
|--------|--|---------------|-----------|
| 4.5    | Removal of old hose reels - remove the smaller of the two hose reel racks. COK will either provide a forklift or must provide the forklift and operator for removing this reel rack. |               |           |
| 4.6    | Mount unistrut on the larger of the two hose reel racks. The new hose reels will be attached to the unistrut.  |               |           |
| 4.7    | Mount twelve (12) new hose reels and connect to jumper hoses and tubing.   |               |           |
| 4.8    | Bidder must provide an insurance certificate (with their current limits) with the City of Knoxville listed as a Certificate Holder.  |               |           |
| 5.     | <b>Diagrams and Drawings Provided for Reference</b>  |               |           |
| 5.1    | <b>Diagram #1</b> - City of Knoxville - Light Equipment Shop - Plan View (Overhead)  |               |           |
| 5.2    | <b>Diagram #2</b> - City of Knoxville - Light Equipment Shop Elevation View of reel rack   |               |           |
| 5.3    | <b>Diagram #3</b> - City of Knoxville - Light Equipment Shop Elevation View of Tote  |               |           |
| 5.4    | <b>Diagram #4</b> - City of Knoxville - Light Equipment Shop - Hose Reel Rack Detail   |               |           |

City of Knoxville - Light Equipment Shop - Plan View (Overhead)

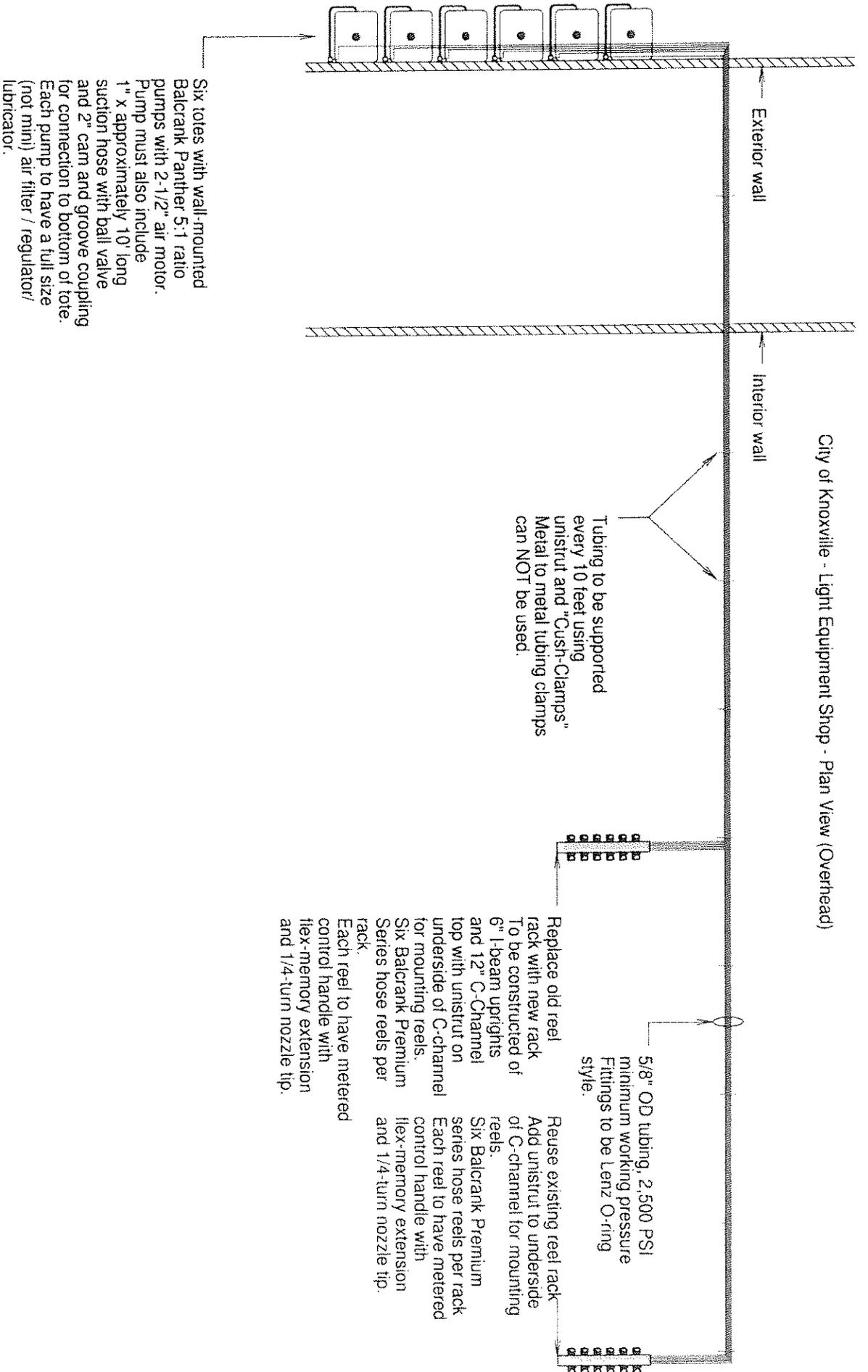


DIAGRAM #1

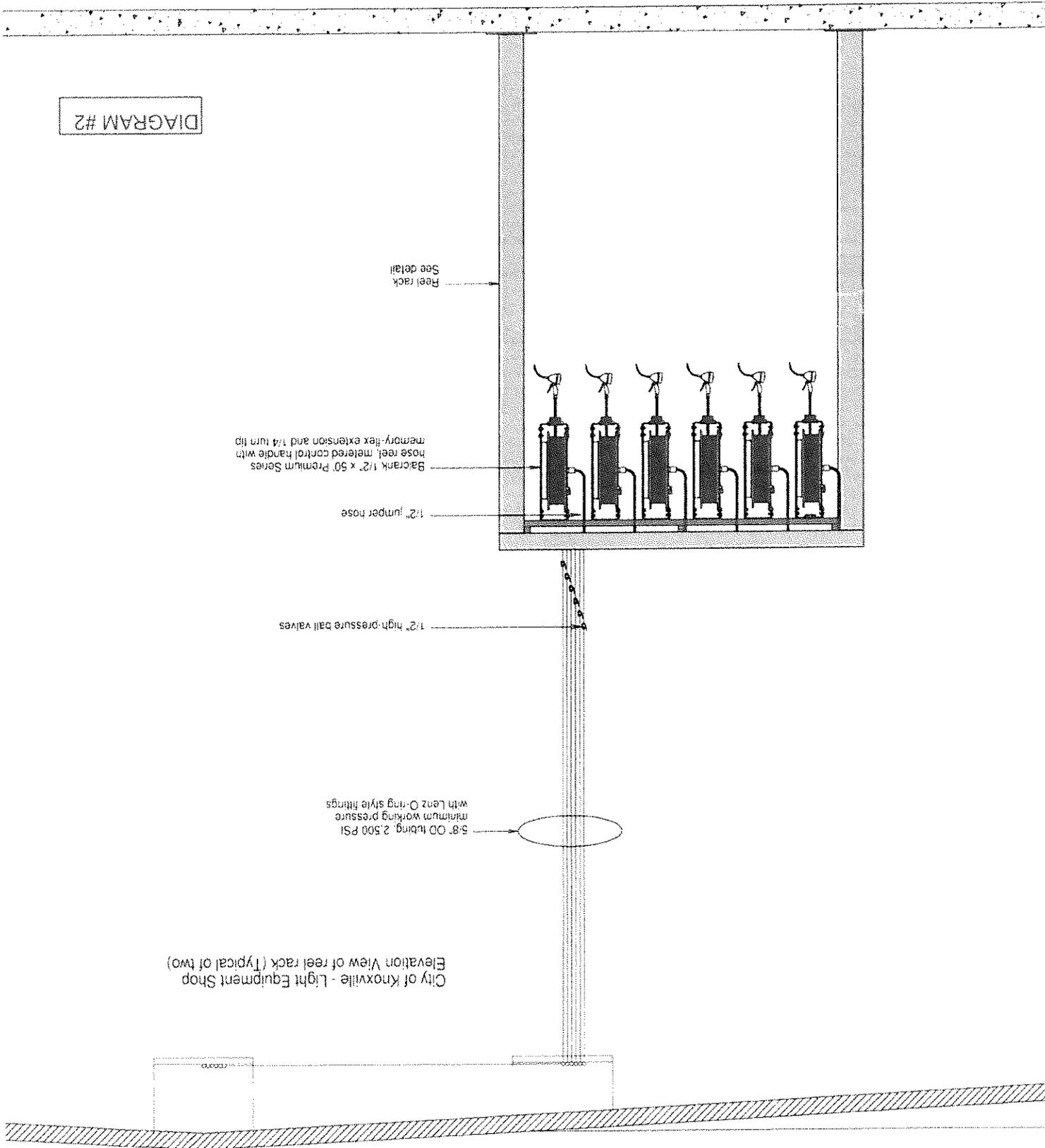
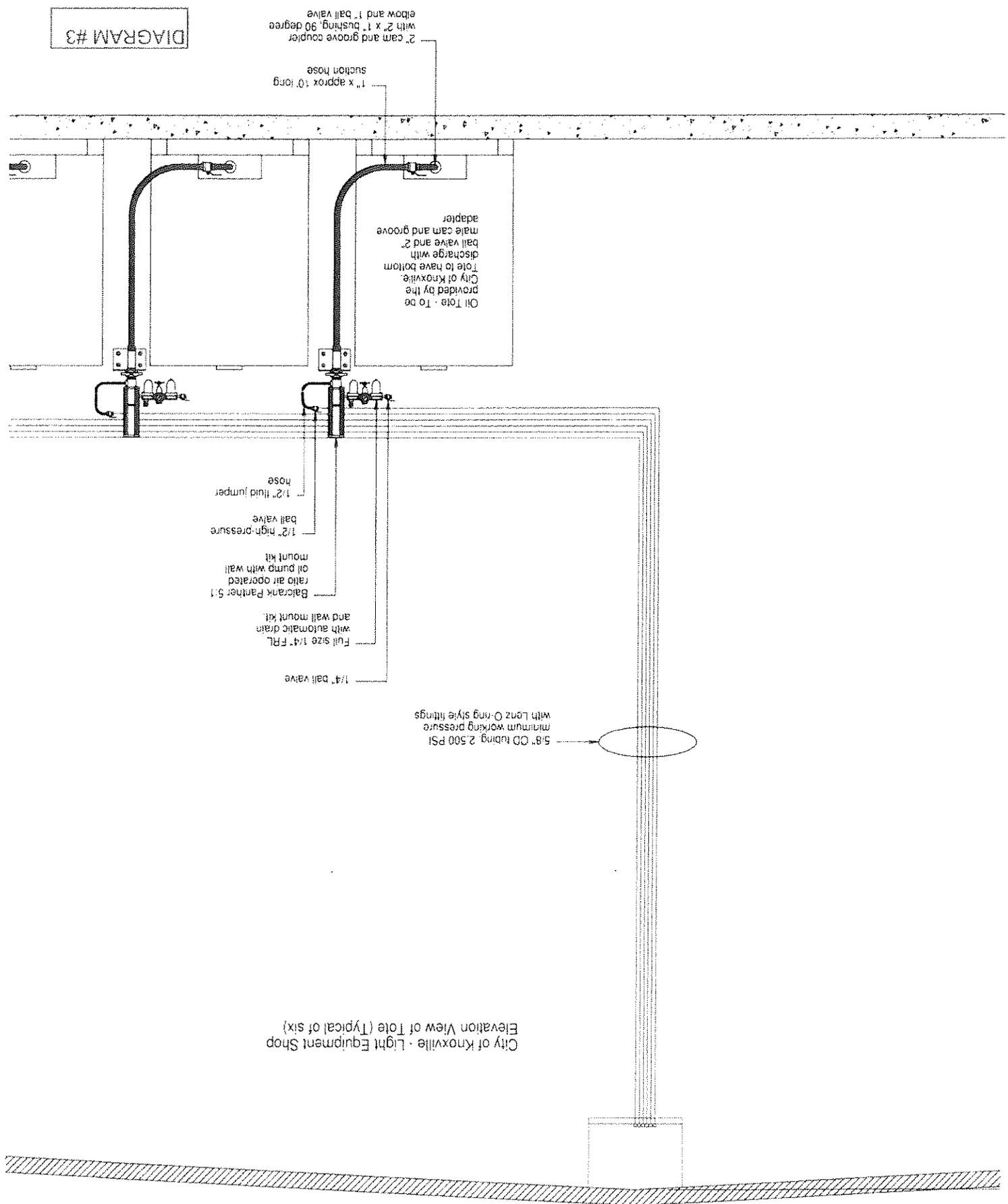


DIAGRAM #3



City of Knoxville - Light Equipment Shop  
Elevation View of Tote (Typical of six)

5.8" CD tubing, 2,500 PSI  
minimum working pressure  
with Lenz O-ring style fittings

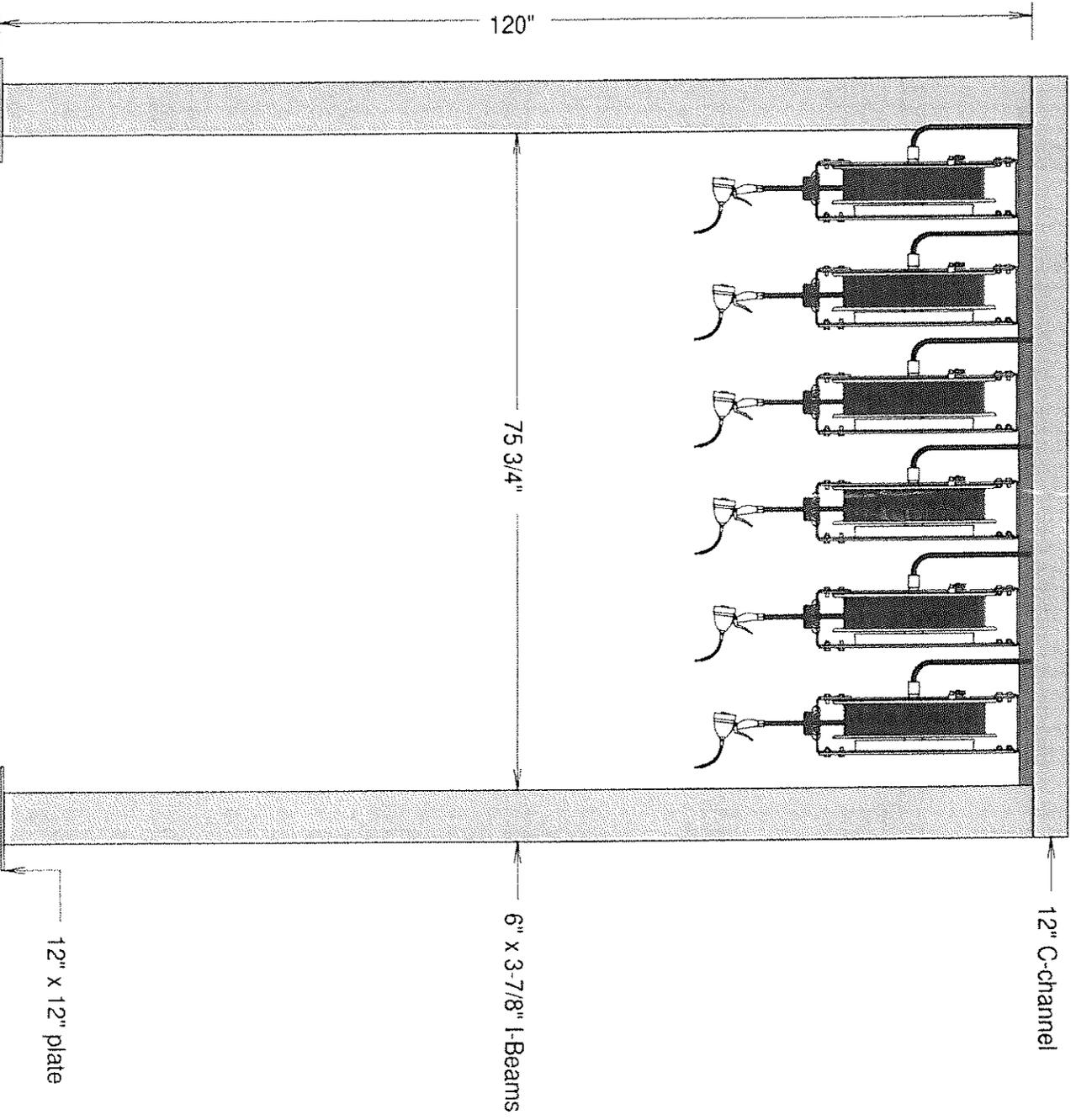
1/4" ball valve  
Full size 1/4" FRL  
with automatic drain  
and wall mount kit  
Balcrank Panther 5:1  
ratio air operated  
oil pump with wall  
mount kit  
1/2" high-pressure  
ball valve  
1/2" fluid jumper  
hose

Oil Tote - To be  
provided by the  
City of Knoxville.  
Tote to have bottom  
discharge with  
ball valve and 2"  
male cam and groove  
adapter

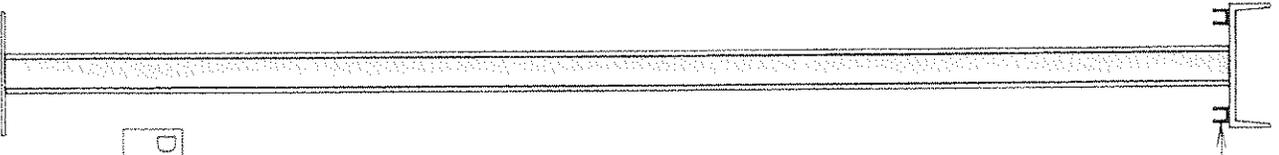
2" cam and groove coupler  
with 2" x 1" bushing, 90 degree  
elbow and 1" ball valve  
1" x approx 10' long  
suction hose

City of Knoxville - Light Equipment Shop - Hose Reel Rack Detail  
 \*Confirm dimensions of the larger of the two existing racks, which is to be reused.

Front Elevation



End Elevation



Note: Unistrut is also to be added to the existing rack that is being reused.

DIAGRAM #4

**CITY OF KNOXVILLE  
INVITATION TO BID**

**LUBRICATION SYSTEM**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on June 5, 2018, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

**SPECIFICATIONS**

**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. Drug-Free Workplace Affidavit
4. Iran Divestment Act Certification of Noninclusion
5. Diversity Business Enterprise (DBE) Program form

**GENERAL INFORMATION**

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until June 5, **2018, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. 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). **Bid submissions from un-registered bidders may be rejected.**
4. 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 fully executed

into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid.

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. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent; 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: "Lubrication System."
8. 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.
9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must be licensed to conduct business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be placed on the sealed envelope containing the bid.
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.

14. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
15. 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.
16. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
17. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
18. 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.
19. 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.
20. 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.
21. 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.

22. Where applicable, the successful Bidder will be required to pay prevailing wages to those whom they employ (to include any sub contractors). Information regarding the prevailing wage rates may be obtained on the following State of Tennessee website:  
<http://www.tn.gov/workforce/article/prevailing-wage>.
23. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
24. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
25. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
26. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
27. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
28. Before a contract will be signed by the City, 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 Contract 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. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless

such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

**D. Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

30. The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

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 entitled "Lubrication System" to open on June 5, 2018, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the scope of work, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to install the lubrication system as stated for the following sum:

BID: Total charge \_\_\_\_\_

GUARANTEE of completion date \_\_\_\_\_ days after the project begins.

(Bidder must initial) \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Name Typed)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

**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%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.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: \_\_\_\_\_

## DRUG-FREE WORKPLACE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of \_\_\_\_\_, the firm that has submitted the attached Proposal, his or her title being \_\_\_\_\_ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Title \_\_\_\_\_

My Commission expires \_\_\_\_\_

Child Crime Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) The Bidder \_\_\_\_\_ will abide by the following if chosen as  
the successful bidder:

The Bidder \_\_\_\_\_ agrees not to allow any employee or  
volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual  
exploitation of children, sexual offenses involving children or violent crimes to participate in this  
Agreement at sites where children may be present. Failure by the Bidder to comply with this  
requirement is grounds for immediate termination of the Agreement.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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 woman-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.

## 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

| <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: \_\_\_\_\_