



**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: 02/16/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **505667**

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 03/06/2018 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **EMERGENCY EQUIPMENT INSTALLATION**

**Special Instructions:**  
 Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Labor only for installation of emergency equipment on 45 (of 48) Dodge Chargers. Bid specifications are attached.					

**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)

**CITY OF KNOXVILLE  
INVITATION TO BID**

**EMERGENCY EQUIPMENT INSTALLATION**

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 March 6, 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. Child Crime Affidavit
4. Drug-Free Workplace Affidavit
5. Iran Divestment Act Certification of Noninclusion
6. 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 March 6, **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 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: "Emergency Equipment Installation."
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 "Emergency Equipment Installation" to open on March 6, 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 do the upfitting as stated for the following sum:

BID: Total charge \_\_\_\_\_/vehicle

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 credible 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: \_\_\_\_\_



**CITY OF KNOXVILLE**  
**SPECIFICATIONS**  
**EMERGENCY POLICE EQUIPMENT INSTALLATION**

The intent of this bid is to obtain the services of a qualified vendor to install emergency equipment (already on order by the City) on forty-five (45) 2018 Dodge Chargers, on-site at the City of Knoxville maintenance facility at 3409 Vice Mayor Jack Sharp Rd, Knoxville, TN. The installation shall be done in two groups – Group 1 will be 20 vehicles, Group 2 will be the remaining 25 vehicles. A list of purchased equipment is included in Attachment A and is expected to be installed even if not specifically outlined in the below instructions. Vendor will be responsible for purchase of City approved graphics package (graphics and installation).

Vendor shall be responsible for all necessary hardware and supplies to complete installation of provided equipment including wires, cables, terminals, wraps, grommets, labels, sealants, shop supplies, etc.

The City shall perform a final acceptance test and walk-through on each vehicle. This acceptance shall insure that all installations were performed in accordance with the Scope of Services and insure installed equipment functions are as defined by manufacturer specifications and bid instructions. Vendor shall be expected to immediately repair any issues found during the final acceptance. The City reserves the right to inspect vehicles during the upfitting process as well as possible equipment location changes if needed.

**\*\*Please state if a 24-month price lock would be honored to allow City of Knoxville to possibly upfit additional vehicles with the option to extend an additional 12 months.**  
\_\_\_\_\_ YES                      \_\_\_\_\_ NO

NOTE: Bidders are to list the total price for each vehicle as well as total for all 45.

**EQUIPMENT MOUNTING**

All of the equipment mounted shall be out of the Airbag Deployment Zone and easily accessible by user of equipment. Installers must reference the Dodge Charger Pursuit Upfitter Guide and all product manufacture instructions to insure a safe and proper installation. The Dodge Charger Pursuit Upfitter Guide can be found online at [www.fcausfleet.com/](http://www.fcausfleet.com/)

**1. CONSOLE:**

Mount to floor using appropriate Havis mounting brackets according to manufacturer installation instructions.

**2. CONSOLE ACCESSORIES:**

Havis accessory pocket with lid/lock to be installed in the rear-most position of console with lid opening facing forward and lock assembly/finger grab facing forward. MIC clip brackets with Magnetic MIC attached to be mounted on passenger side of console. See attached pictures.

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**3. POWER OUTLET:**

To be mounted in the forward-most position in the console. Howler siren button is to be mounted on the left side of the plate. The master switch to control power to the siren control box and the three (3) 12volt outlets in the plate. Radio shall be mounted to immediate right of the Howler button. All equipment shall be installed according to manufacturer guidelines. See attached pictures.

**4. SIREN/LIGHTS AND SPEAKER CONTROL SYSTEM:**

To be mounted in the 3<sup>rd</sup> position of the console behind the cup holder. The MIC clip included with the console shall NOT be installed and a Magnetic brand clip provided by the City shall be mounted.

- Four position slide switch powered independent of ignition switch and wired as follows:
  - Position 1 - Off
  - Position 2 - (Warning Level #1) Rear lights
  - Position 3 - (Warning Level #2) Front and rear lights
  - Position 4 - (Warning Level #3) Pursuit all red, blue LEDs, take down and alley lights
- Six button switch and siren wired through ignition on and wired as follows:
  - Button 1 - Right and left alley
  - Button 2 - Take down lights
  - Button 3 - Left arrow directional bar, roof mounted light bar and rear deck bar
  - Button 4 - Right arrow directional bar, roof mounted light bar and rear deck bar
  - Button 5 - Rear light shut off (all rear-facing red/blue lights, leaving wigwag functioning)
  - Button 6 - Gun lock, insuring only operational with ignition on.

Separate push button to be installed for Howler system on the left side of the Havis lighter plug outlet plate. All equipment shall be installed according to manufacturer guidelines. See attached pictures.

**5. LIGHTBAR:**

Roof mounted as per manufacturer instructions, with wiring to be routed securely as to not interfere with vehicle airbag systems. See attached pictures.

**6. WINGMAN (Rear Deck Light):**

To be mounted on the rear-most portion of the deck and controlled by slide switch Position 2 and directional switches of control system.

Equipment shall be installed according to manufacturer guidelines.

**7. GRILL MOUNTED LIGHTS**

To be mounted behind grill on provided license plate bracket, attached to siren speaker mount. Red - driver side, blue - passenger side.

Equipment shall be installed according to manufacturer guidelines.

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**8. REAR FACING LICENSE PLATE LIGHTS:**

To be mounted on supplied license plate bracket, red on driver side, blue on passenger side. Activated on Warning Level 1. Equipment shall be installed according to manufacturer guidelines.

**9. WIG-WAGS:**

All WIG-WAGs (headlight, tail light, etc.) shall be made functional by the installer using the manufacturer provided harness and according to manufacturer guidelines. Headlight flasher to be activated on Warning Level 3, tail light flasher to be activated on Warning Level 2.

**10. SPEAKER:**

Mounted behind grill with appropriate bracket per manufacturer guidelines. Speakers for Howler system to be installed per manufacturer guidelines.

**11. GUN RACK:**

To be installed on ignition voltage and mounted in recessed panel area behind the console with rifle on passenger side, shotgun on driver side. Equipment shall be installed according to manufacturer guidelines.

**12. COMPUTER/TABLET DOCKING STATION:**

Equipment shall be installed according to manufacturer guidelines. Additional 2 bolts shall be installed in lower spot on plate mounted to console. See attached pictures for reference.

**13. RADIO SYSTEM/ANTENNA:**

Radio to be remote-mounted in trunk with control head mounted in console 4<sup>th</sup> position behind siren control box. Speaker is to be mounted behind passenger headrest on partition. Equipment shall be installed according to manufacturer guidelines.

Antenna is to be mounted on the trunk lid using manufacturer guidelines, per City of Knoxville's preference of placement. See attached pictures.

**14. IN-CAR CAMERA SYSTEM:**

Camera system will be provided by City of Knoxville. Camera and display to be mounted on provided bracket. DVR is to be installed in the 5<sup>th</sup> position of the console behind the radio. Equipment shall be installed according to manufacturer guidelines.

**15. PRISONER CONTAINMENT MODULE:**

Remove factory installed rear seats. Install footwell and attach lower extension panel to Pro-guard Cage. Floor drains must be installed. Equipment shall be installed according to manufacturer guidelines.

Note: Winning bidder shall be responsible for neatly stacking removed seats in specified area.

**16. PRISONER PARTITION:**

To be installed according to manufacturer guidelines.

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**17. DOOR AND WINDOW BARRIERS:**

To be mounted on rear doors according to manufacturer installation instructions.

Note: Winning bidder shall be responsible for neatly stacking any removed factory components in specified area.

**GENERAL INSTALLATION SPECIFICATIONS**

**1. TYPES OF WIRES:**

All wiring shall be GXL high temperature automotive wire. Installer shall use proper gauge and type for equipment current load per manufacturer guidelines. All wires must be color-coded and a wiring diagram shall be provided (mandatory).

**2. RUNNING OF WIRES:**

All wiring shall be continuous runs without splices and/or butt connectors unless noted otherwise herein.

**3. FUSING OF WIRES:**

All wiring shall be properly fused and/or circuit breakers used. Fuses/circuit breakers shall be rated at 125% of amperage draw and mounted as close as possible to the power source. A master switch will be mounted to the console for constant power except for camera/DVR. A fuse panel that includes a grounding terminal block shall be mounted in the trunk for ease of repairs.

**4. ENCASING & ROUTING OF WIRES:**

All wiring shall be encased in split wire loom, routed away from heat and sharp objects. Grommets shall be used where needed and/or required and properly secured. All wire will be neatly tied and secured. All holes drilled into vehicle will be properly sealed to ensure weatherproofing. Wire will be out of the way of any equipment that may be adjusted and interfere with any moving parts in vehicle. Wherever possible, wiring should be routed along with the vehicle manufacturers' wiring harness. No wiring shall be run on the floorboard underneath the factory flooring where passenger or drivers feet could compress the wiring.

**5. POWER WIRES:**

All power points will be taken directly from the Battery Auxiliary Power Point or wherever manufacturer guidelines require.

**6. GROUND WIRES:**

All ground wires shall be connected to factory grounding studs/bolts unless noted otherwise.

**7. MANUFACTURERS GUIDELINES:**

All installations shall be performed per manufacturer's specifications and/or instruction sheets provided with equipment.

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**8. LABOR WARRANTY:**

All labor must be warranted for a minimum of 2 years from the initial installation date or matches the manufacturer's product warranty term whichever is greatest.

**9. UNIFORMITY:**

All vehicles shall be equipped and installation performed identically to all others as per these specifications. Any deviations of specifications will require approval from the City of Knoxville.

**10. MAINTENANCE RECORDS:**

Vendor must preserve a maintenance record of all vehicles equipped. A log must be available upon request, of all work performed. This log will include initial installation date; vehicle make/model/year/VIN/City issued vehicle number, along with equipment installed and any repairs or additions made by vendor for the life of the vehicles while in service with the City of Knoxville.

**11. PRODUCTION:**

Due to location limitations, installation will be done in 2 different groups:

- Group 1 – 20 vehicle installation
- Group 2 – 25 vehicles installation

Vendor will be expected to complete a minimum of 3-4 units per day (not including graphics)

**12. EXPERIENCE:**

Vendor must have a minimum of 10 years experience installing emergency equipment and provide a minimum of 5 references of similar contracts to include comparable scope and size. Vendors that have EVT certified installers may be given preference during bid review. Vendor shall also provide installation references on same make and model of vehicle. Vendor shall provide documentation turned in with the bid showing factory authorization to install emergency equipment.

**13. REPRESENTATION:**

Vendor must be available to respond, in person, within 48 hours for any install issues that may arise.

**14. SUB-CONTRACTING:**

Vendor must use their own company-provided employees for all phases of the equipment installations. No sub-contracting will be allowed other than possible graphics installation.

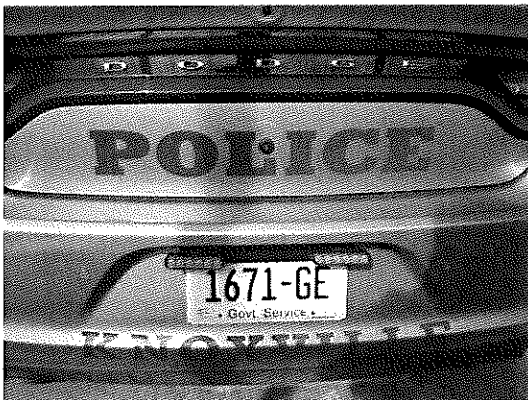
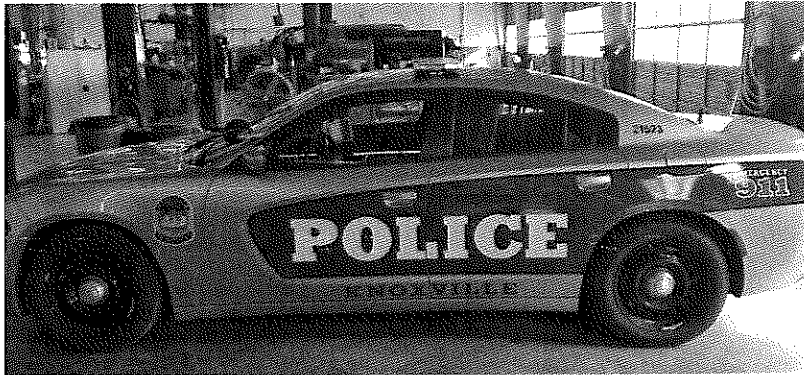
**15. EQUIPMENT PREPARATION AND INSTALL:**

Once the City notifies the successful vendor that all purchased emergency equipment is on-site, vendor shall have ten (10) working days from that date to begin installation for Group 1. Group 2 installation date to be discussed with winning vendor. Vendor shall be responsible for preparation of equipment (opening equipment cardboard boxes, etc.).

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**16. GRAPHICS PACKAGE (GRAPHICS AND INSTALLATION)**

Vendor is responsible for purchase and installation of the City's approved graphics. The graphics package is available through Jim McMichael Signs 865-688-3371. Graphics are to be done after equipment is installed. Below are examples of the graphics.



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ATTACHMENT A – contains the list of equipment that vendor shall install on each vehicle. Equipment is already on order by the City.

1	LIGHTBAR PKG: <ul style="list-style-type: none"> <li>• (1) WHELEN LEGACY 48" - <u>GB8BRBR</u></li> <li>• (1) SIREN/CONTROL CENTER - <u>295SLSA6</u></li> <li>• (1) SPEAKER - <u>SA315P</u></li> <li>• (1) LO-PRO LIGHTBAR MOUNT KIT #82 2012-2016 DODGE CHARGER - <u>MKLP82</u></li> <li>• (1) SIREN MOUNT KIT – <u>SAK37</u></li> </ul>
2	INNER EDGE: <ul style="list-style-type: none"> <li>• (1) WHELEN RTX 10 –LT SOLO TRAY - <u>ISTRAY10</u></li> <li>• (1) 10-LT LOWER HSG CHARGER RTX – <u>IE35LRZ</u></li> <li>• (quantity 5) SOLO BLUE INNER EDGE RTX – <u>IESB</u></li> <li>• (quantity 5) SOLO RED INNER EDGE RTX - <u>IESR</u></li> </ul>
3	(1) WHELEN HOWLER LOW FREQ WITH MOUNTING KIT – <u>HWLDC15</u>
4	(2) WHELEN WIDE ANGLE SERIES LIGHTS – <u>WIONB</u>
5	(2) WHELEN WIDE ANGLE SERIES LIGHT – <u>WIONR</u>
6	(2) ION BRACKETS – <u>IONBKT1</u> note: the 2 <sup>nd</sup> bracket is for use in grill
7	(1) WHELEN SUPER-LED SPOT LT PAR-46 – <u>P46SLC</u>
8	(1) CAGE: PRO-GARD SLIDER WINDOW WITH METAL INSERT (INC. PANEL AND BUCKET SEAT EXT PANELS) - <u>PSSP5614C11A</u>
9	(1) REAR SEAT: PRO-GARD ABS CONTOURED SEAT - <u>SCS56C06</u>
10	(1) FLOOR PAN: PRO-GARD - <u>FP56C06</u>
11	(1 pair) WINDOW BARS: PRO-GARD PAIR, 7 GAUGE STEEL BARS - <u>WB56C11</u>
12	(1) DOOR PANELS: PRO-GARD PAIR, BLACK - <u>DP56C11</u>
13	(1) CONSOLE: HAVIS 24" - <u>C-VS-2400-CHGR-2</u> (with all brackets)
14	(1) HAVIS PLATE WITH THREE 12VDC LIGHTER PLUG OUTLETS – <u>C-LP-3</u>
15	(1) HAVIS IN-CONSOLE DUAL CUP HOLDER - <u>C-CUP2-1</u>
16	(1) ARMREST: HAVIS - <u>C-ARM-102</u>
17	(2) MIC CLIP BRACKETS – <u>C-MCB</u>
18	(2) MAGNETIC MIC – <u>MMSU-1</u>
19	(1) HAVIS ACCESSORY POCKET W/LID/LOCK - <u>C-AP-0945-L</u>
20	(1) HAVIS TOUHPAD TABLET FZ-G1 DOCKING STATION WITH POWER SUPPLY – <u>DS-PAN-702</u>
21	(1) HAVIS DOCKING STATION MOUNT – <u>C-HDM-204</u>
22	(1) HAVIS SWING ARM – <u>C-MD-112</u>
23	(1) HAVIS BRACKET ASSEMBLY – <u>C-ADP-110</u>
24	(1) HAVIS MONITOR MOUNT ASSEMBLY – <u>C-UMM-101</u>
25	(1) HAVIS KEYBOARD MOUNT PLATE – <u>C-KBM-101</u>
26	(1) WEAPON MOUNT (D T-RAIL MOUNT (1) 1082E BLAC-RAC (1) SM Lock): SETINA PART#GK11191B1SSSCAKNO Note: Setina has made this part number specific to City of Knoxville)

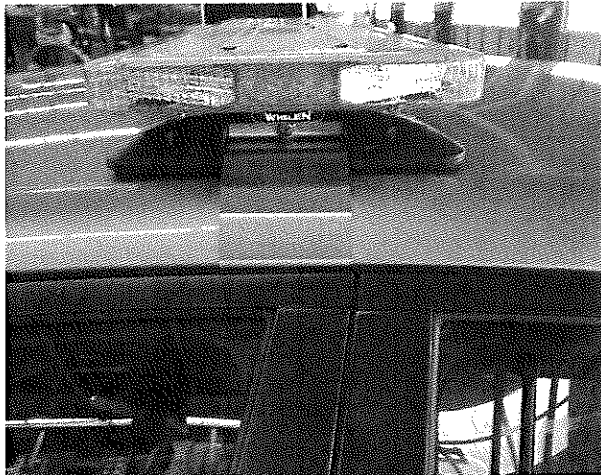
Pictures of current vehicle equipment placement for reference:

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