
INVITATION TO BID

Truck Tractors

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until **11:00:00 a.m.** (Eastern Time) on **January 20, 2023** at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for **two (2) heavy duty truck tractors**.

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

Topic: ITB - Truck Tractors

Time: Jan 20, 2023 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86910571306?pwd=SzVjT1NMVktocDhJZmpzc2lpK1FZUT09>

Meeting ID: 869 1057 1306

Passcode: 838580

One tap mobile

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+1 507 473 4847 US

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+1 669 444 9171 US

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Scope of Work:

The City of Knoxville's Fleet Services Department is seeking to purchase two (2) current model year or newer, heavy duty truck tractors similar to a Freightliner SD114 conventional chassis cab. They will be used in an off-road application hauling from the City Transfer Station to landfills. The chassis including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined.

Specifications:

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

Minimum Specifications:

| Item # | Description | Meet Specifications? | Description/ Deviation |
|-------------------|--|----------------------|------------------------|
| INTERIOR CONTENT: | | | |
| 1.1 | Seats: Driver side and passenger side air ride | | |
| 1.2 | Mounted behind driver's side air seat will be cab cleanout option with 6ft air hose and blowgun | | |
| 1.3 | Upholstery: Vinyl - grey or neutral in color | | |
| 1.4 | Floor covering: Manufacturer's standard full length rubber mat | | |
| 1.5 | Keys: Four (4) sets of keys | | |
| 1.6 | Radio: Manufacturer's standard with bluetooth hands free | | |
| 1.7 | Air conditioning: Standard factory installed | | |
| 1.8 | Must have minimum of six (6) ignition controlled upfitter switches installed in dash of cab with indicator lights wired to power distribution box. Relays to provide 20 amps per circuit to junction block and 1 circuit at 30 amps – actual accessories that will be used will be discussed with winning bidder | | |
| 1.9 | Gauges: Manufacturer's standard gauge package to include backlighted gauges: fuel, oil pressure, amps (volts), water temperature, and speedometer/ tachometer with odometer, transmission oil, temperature gauge | | |
| 1.10 | Windows: Passenger side electric, driver side manual | | |
| 1.11 | Door Locks: Manual standard | | |
| 1.12 | Dome Lights: Dome light with switches on LH and RH doorjamb w/delayed exit feature | | |
| 1.13 | Warning Tones: Headlamps on, warning buzzer; turn signal reminder; keys in ignition | | |

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| 1.14 | Tilt steering wheel | | |
| 1.15 | Auxiliary Power Outlets: Cab Power outlet (cigar type) and USB | | |
| 1.16 | CB terminals mounted under header. One mounted CB antenna, location to be discussed with winning bidder | | |
| 1.17 | Only auto reset circuit breakers shall be used in place of fuses in junction box | | |
| 1.18 | Battery disconnect switch mounted in cab on floor beside driver's seat | | |
| 1.19 | High visibility orange seat belts | | |

BODY AND CHASSIS:

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|------|--|--|--|
| 2.1 | Mirrors: West Coast breakaway type with plain and convex glass for trailer towing | | |
| 2.2 | Windshield Wipers: Variable speed, intermittent delay-type with integral washer | | |
| 2.3 | Windows: Standard factory tint | | |
| 2.4 | Fuel Tank: 90 gal or larger stainless steel or aluminum - left side mount under driver's door | | |
| 2.5 | Exterior Color: White | | |
| 2.6 | Air horn to be mounted under cab or hood | | |
| 2.7 | <u>GVWR</u> : Gross Vehicle Weight Rating to be approximately 80,000 lb with GCWR of 120,000 lb. <i>Indicate proposed total GVWR</i> | | |
| 2.8 | Cab: Provide a two (2) door standard cab. <i>Indicate year, make, model</i> | | |
| 2.9 | Cab-to-Axle Dimensions: Approx. 118 inches | | |
| 2.10 | Frame: double frame 6-8" | | |
| 2.11 | Battery jumper terminal mounted under hood | | |
| 2.12 | 2-speed fan clutch for frequent stops and starts | | |
| 2.13 | Front Bumper: Manufacturer standard steel, Hammerhead XD push bumper series or equivalent | | |
| 2.14 | Aluminum headache rack behind cab, standard LED work lights to be controlled by one of the 6 upfitter in cab switches | | |
| 2.15 | Front tow hooks- frame mounted | | |
| 2.16 | Grade 8 threaded hex headed frame fasteners | | |
| 2.17 | 114 inch behind back of cab flat roof aluminum conventional cab | | |
| 2.18 | Cab to be mounted on air bag | | |

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| 2.19 | Front fenders set – back axle | | |
| 2.20 | Dual west coast bright finish heated mirrors | | |
| 2.21 | LH and RH 8 inch bright finish convex mirrors mounted under primary mirrors | | |
| 2.22 | RH down view mirror | | |
| 2.23 | RH and LH 8 inch stainless steel fender mounted convex mirrors with tripod brackets | | |

DRIVE TRAIN:

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| 3.1 | Engine: Diesel, Cummins X-12 500hp @1900 RPM 1700ft lbs of torque @ 1000RPM, 2000 GOV RPM, VOC wet sleeved | | |
| 3.2 | Dry type air cleaner | | |
| 3.3 | Full flow oil filter with spin-on element | | |
| 3.4 | Shall have factory fuel filters as well as additional Davco or Raycor water/fuel separator preferred | | |
| 3.5 | All fluids used in vehicle need to be synthetic | | |
| 3.6 | Engine oil cooler | | |
| 3.7 | Transmission: Automatic six-speed overdrive, wide ratio gears <u>with tandem PTO capability</u> . Allison 4500 RDS series | | |
| 3.8 | Transmission oil cooler | | |
| 3.9 | Differential lock on single drive axle with air switch in cab, ability to lock in both axles | | |
| 3.10 | Exhaust: to be mounted under right hand side of cab | | |
| 3.11 | Cooling System: Closed system, antifreeze protection to -20° F. All coolant hoses shall be silicone instead of rubber | | |
| 3.12 | Grill to be mounted directly to radiator core support in lieu of hood assembly | | |
| 3.13 | Power Steering: Manufacturer's standard | | |
| 3.14 | Front Axle: Minimum 14,600 lbs Meritor or approved equal. Heaviest duty and largest capacity for specified GVWR, with minimum turning radius available | | |
| 3.15 | Meritor 16.5x6 Q+ cast spider cam front and rear brakes, double anchor, fabricated | | |
| 3.16 | Cast iron outboard front brake drums | | |
| 3.17 | Vented front hub caps with window center and side plugs - oil | | |
| 3.18 | 20,000 lb taperleaf front suspension | | |
| 3.19 | Synthetic SAE 80/90 front axle lube | | |

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| 3.20 | Rear Axle: Minimum 46,000 lb. air ride suspension with dump valve, switch located in cab. Rear axle ratio of 4.89 or closest variation to achieve maximum gear-bound vehicle speed of 65mph | | |
| 3.21 | Meritor 16.5x8.62 Q+ cast spider cam rear brakes, double anchor, fabricated shoes | | |
| 3.22 | Brakes: Air brakes, dual system for Road Tractor applications with anti-lock and air dryer with automatic purge | | |
| 3.23 | Cast iron outboard rear brake drums | | |
| 3.24 | Tristop D long stroke 2-drive axle springs parking chambers | | |
| 3.25 | Haldex automatic rear slack adjusters | | |
| 3.26 | Current available synthetic 75w-90 rear axle lube | | |
| 3.27 | Wheels: One-piece steel white | | |
| 3.28 | Accuride 29807 22.5x12.25 10 hub pilot 4.75 inset 5-hand steel disc front wheels | | |
| 3.29 | Accuride 28828 22.5x8.25 10 hub pilot 2- hand HD steel disc rear wheels | | |
| 3.30 | Tires: 12R 22.5 on rear 425/65R22.5 20 Ply radial tires on front | | |
| 3.31 | 46,000LB high stability rear suspension with high ride height | | |
| 3.32 | 54 inch axle spacing | | |
| 3.33 | Wabco 4S/4M ABS with traction control with ATC off road switch | | |
| 3.34 | Air slide 5 th wheel plate mounted over rear axles | | |
| 3.35 | Primary connector/receptacle wired for separate stop/turn, ABS center pin powered through ignition | | |
| 3.36 | SAE J560 7-way primary trailer cable receptacle mounted end of frame | | |
| 3.37 | Chassis must incorporate upgraded multiplexing unit | | |

ELECTRICAL:

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| 4.1 | Alternator: Delco Remy 12V 160 AMP 28-SI Quadramount pad alternator with remote battery volt sense | | |
| 4.2 | Battery: Highest AGM, minimum of 3, High temp. AGM starting and cycling, MIN 2775 CCA, 570RC, threaded stud batteries | | |
| 4.3 | Standard battery jumpers | | |
| 4.4 | Single battery box frame mounted LH side back of cab | | |
| 4.5 | Wire ground return for battery cables with additional frame ground return | | |

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| 4.6 | Non-polished battery box cover (no chrome) | | |
| 4.7 | Cab auxiliary power cable | | |
| 4.8 | Positive load disconnect with cab mounted control switch mounted outboard driver seat | | |
| 4.9 | Cummins naturally aspirated 25.9 CFM air compressor with internal safety | | |
| 4.10 | Electronic engine integral shutdown protection system | | |
| 4.11 | RH outboard under step mounted horizontal after treatment system assembly with RH B-pillar mounted vertically | | |
| 4.12 | Engine after treatment device, automatic over the road regeneration and dash mounted regeneration request switch | | |
| 4.13 | RH curved vertical tailpipe B-pillar mounted routed from step | | |
| 4.14 | 13 Gallon diesel exhaust fluid tank minimum | | |
| 4.15 | 100 percent diesel exhaust fluid fill | | |
| 4.16 | Standard diesel exhaust fluid pump mounting | | |
| 4.17 | LH Medium duty standard diesel exhaust fluid tank location | | |
| 4.18 | Standard blue diesel exhaust fluid tank cap | | |
| 4.19 | Aluminum after treatment device/muffler/tailpipe shield(s) | | |
| 4.20 | Borg Warner (Kysor) rear air on/off engine fan clutch or equivalent | | |
| 4.21 | Automatic fan control without dash switch, non-engine mounted | | |
| 4.22 | Cummins spin on fuel filter | | |
| 4.23 | Combination full flow/bypass oil filter | | |
| 4.24 | 1500 Square inch aluminum radiator | | |
| 4.25 | Radiator drain valve | | |
| 4.26 | Phillips-Temro 1500 watt/115 volt block heater | | |
| 4.27 | Chrome engine heater receptacle mounted under LH door | | |
| 4.28 | Delco 12V 39MT HD/OCP starter with thermal protection and integrated magnetic switch | | |
| 4.29 | Lights: High intensity halogen headlights | | |
| 4.30 | Daytime running lights | | |
| 4.31 | Backup Alarm: Factory (preferred) or dealer installed only | | |
| 4.32 | Unit will need factory tow package to pull air brake trailer. Needs options for factory 7-way round truck plugs wired in factory harness a specified location by the City after bid is awarded | | |

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| 4.33 | Completed chassis needs to have a 5lb 3A:40BC fire extinguisher mounted in cab and triangle reflector kit shipped loose | | |
| 4.34 | Emergency lighting (grill lights yellow-white LED), lightbar on top of headache rack yellow-white LED – all to be controlled by one of the 6 upfitter switches in cab | | |
| 4.35 | 65 MPH Road speed limit | | |
| 4.36 | Cruise control speed limit same as road speed limit | | |
| 4.37 | PTO Mode engine RPM limit -1200RPM | | |
| 4.38 | PTO RPM with cruise set switch- 700 RPM | | |
| 4.39 | PTO RPM with cruise resume switch-700 RPM | | |
| 4.40 | PTO minimum RPM-700 | | |
| 4.41 | Regen inhibit speed threshold- 5MPH | | |

HYDRAULICS:

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| 5.1 | Custom hydraulics to operate 3-line (2 return lines 1 ¼” and 1 1” Pressure line) hydraulic system for refuse pusher type trailers | | |
| 5.2 | 100 gallon hydraulic tank or larger | | |
| 5.3 | 100 gallon hydraulic tank mounted passenger side of frame rail | | |
| 5.4 | Hydraulic oil reservoir shall be minimum of 110 gallon. The reservoir shall have a dual level/oil temperature gauge on the side of the tank and provide an in tank suction strainer | | |
| 5.5 | The bidder shall provide ball valves for cut off of oil on all lines entering the tank | | |
| 5.6 | The reservoir shall have a drain in the bottom 1” minimum | | |
| 5.7 | Fill port shall have a vent type cap with mesh type metal strainer | | |
| 5.8 | Filter : Shall be a 5-micron return line replaceable filter mounted on the outside of the reservoir | | |
| 5.9 | The hydraulic system shall have a “Load Sensing” pump mounted with a heavy duty “Hot Shift” PTO. The pump shall be capable of producing 35 GPM at 2,000 PSI | | |
| 5.10 | Hydraulic pump to be of high quality. A hydraulic pump shall be installed on the side of the transmission in line with the hot shift PTO | | |
| 5.11 | A pressure relief valve must be installed and set according to manufacturer’s specifications | | |
| 5.12 | Hydraulic hoses must have a rating of 6000 PSI bursting pressure and 4000 PSI operating pressure | | |

| WARRANTY: | | | |
|-----------|--|--|--|
| 6.1 | Minimum <u>5 year engine and after treatment warranty</u> | | |
| 6.2 | Warranty to commence with in-service date, rather than delivery date due to vehicle upfit requirement. In-service date not to exceed nine (9) months from delivery date. | | |
| 6.3 | Provide manufacturer build sheet with each unit. | | |

| DOCUMENTATION/MISCELLANEOUS: | | | |
|------------------------------|--|------------------------------|-----------------------------|
| 7.1 | Winning bidder shall provide the manufacturer's statement of origin (MSO) when vehicle(s) is delivered along with the invoice. The payment process will <u>not</u> begin until the vehicle is delivered, accepted and actual MSO and invoice has been received. No exceptions. | | |
| 7.2 | The successful bidder shall supply operator's manuals, service manuals, parts books, wiring diagrams and applicable technical information for each lot of vehicles purchased. CD versions or flash drives are acceptable. | | |
| 7.3 | Provide two set of service, overhaul and illustrated parts breakdown manuals on CD ROM per lot of vehicles ordered. To include service manuals on all installed equipment. | | |
| 7.4 | Provide list <u>of filters and other service items, by type and part number</u> , per vehicle. | | |
| 7.5 | Provide on-line access to technical service bulletins and recall notices throughout the service life of the vehicle. | | |
| 7.6 | No dealer emblems, decals, or other form of advertisement shall be attached to the vehicle. | | |
| 7.7 | Winning bidder shall provide all diagnostic software, shall be PC based. Software is to be the newest and most advanced version available. It shall include engine diagnostic software, body control diagnostic software, ABS diagnostic software, Nexiq interface. Any subscriptions to software shall be paid or renewed by winning bidder for a minimum of one year with the ability for the City to continue subscription. Any cables, USB interface, etc. required to use diagnostics shall also be provided. | | |
| 7.8 | Please state if bidder will honor a fixed price agreement for one (1) year, being at the time of award. There is no guarantee of additional purchases. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

| DELIVERY: | | | |
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| 8.1 | Vehicle shall be delivered chassis and body complete, fully serviced, inspected for safety and safe operation, and ready to perform the work for which they are being purchased, with no less than 1/4 tank of fuel | | |
| 8.2 | <u>Delivery Location:</u> 1400 Loraine St, Knoxville, TN 37921 | | |
| 8.3 | <u>Contact Information:</u> Contact Jeff Johnston, Fleet Operations Manager (865) 951-3620 to schedule delivery date and time | | |

Delivery Instructions:

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

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

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. [Submission Affidavits and Certifications](#)
3. Warranty Information

Instructions and Conditions:

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until **January 20, 2023, 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, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit that the undersigned has not entered into any collusion with any person in respect to this bid. The bidder is required to submit this affidavit with the submission. Also included is the Diversity Business Enterprise Subcontractor/Consultant Statement form. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any bidder with any City of Knoxville representative concerning this Invitation to Bid 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 bidder from this procurement transaction.
5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
6. Each bid delivered via hardcopy must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "ITB - Truck Tractors."
7. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** If submitting electronically, a paper bid is not required.
8. All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.)

To register as a vendor:

- Visit the website at www.knoxvilletn.gov/purchasing
- Click the "Vendor Registration" tab
- Click the link titled "Click here to register as a City of Knoxville Vendor"
 - Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on January 20, 2023.

To submit electronic file:

- Visit the procurement website at www.knoxvilletn.gov/bids
- Click "ITB - Truck Tractors"
- Click "Submit Bid" (red button located at top of screen)
- Follow the prompts to upload and submit electronic file
 - The City prefers only one (1) bid file per submission. Files **MUST** use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company-Truck Tractors.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their

business name or style when submitted and must show his or their complete address.

10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
11. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.
12. **Bid submissions from un-registered bidders may be rejected.**
13. Payment for completed services delivered to and accepted by the City shall be at the contract price.
14. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
15. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
16. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
17. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
18. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
19. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
20. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
21. ADA Compliance. With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
22. 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.
23. 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 **Suzanne Daws, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN

37902, or emailed to sdaws@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

24. 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.
25. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
26. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder's knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Noninclusion form may be found in this solicitation document.
27. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

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 2023 goal is to conduct 4.3% of its business with minority-owned businesses, 10.3% of its business with woman-owned businesses, and 34.8% 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, report 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 Subcontractor/Consultant statement included in the submission forms based on the following definitions:**

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MBE), women-owned (WBE), service-disabled veteran-owned (SDVBE), and small businesses (SBE), 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 daily.

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 Business Enterprise (MBE) 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 Business Enterprise (WBE) 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 Enterprise (SDVBE) 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 Enterprise (SBE) 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.

Persons with Disabilities Business Enterprise (PDBE) is business owned by a person with a disability that 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 persons with a disability; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one or more persons with a disability and whose management and daily business operations are under the control of one or more persons with a disability. "Person with a disability" means an individual who meets at least one of the following: (A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than 12 months; (B) Is eligible to receive social security disability insurance (SSDI); or (C) Is eligible to received supplemental security income (SSI) and has a disability as defined in (A) above.

Bid Form

TO: Purchasing Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled "Truck Tractors" to open on January 20, 2023, at 11:00:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the equipment, and delivery as described herein for the following sum:

BID: Total charge for two (2) Truck Tractors (includes shipping): _____

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

Minimum Specification responses must be included with Submission Forms.

Firm Name: _____

Official Address: _____

DUNS #: _____ Business License Expiration Date: _____

By: _____
Signature

Name: _____
Printed

Date: _____

Title: _____

Email: _____

Phone: _____

Submission Affidavits and Certifications

We _____
(Bidder/Proposer Company Name)

do certify that on the

(Solicitation Title / Project Name)

we are in receipt of the following checked items and do hereby certify or affirm as follows:

☐ SUBCONTRACTOR/CONSULTANT STATEMENT

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 **percentage** of the amount that we plan to pay is:

_____%.

Total Estimated Percentage of Subcontracted Service

| Diversity Business Enterprise Utilization | | | |
|---|------------|---|--------------------------|
| Description of Work/Project | Percentage | Diverse Classification (MBE, WBE, SBE, SDVBE, PDBE) | 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.

☐ **Option C: Intent to self-perform work as a Diversity Business Enterprise.**

We intend to self-perform 100% of the work required for the contract as a Diversity Business Enterprise.

☐ NON-COLLUSION AFFIDAVIT

- (1) Submitted bid is genuine and is not a collusive or sham bid;
- (2) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signatory, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, 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 or agreement; and
- (3) The price(s) outlined in the bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this signatory.

☐ NO CONTACT / NO ADVOCACY AFFIDAVIT

1. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any bidder with any City of Knoxville representative concerning this bid is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens) or the listed point of contact. Any unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
2. **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting bids for any part of this project, as well as those persons and/or companies representing such bidders, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Fleet Services, or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No advocating” policies may be subject to having their bid rejected from consideration.

☐ IRAN DIVESTMENT ACT

CERTIFICATION OF NONINCLUSION

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

By submission of this form, the bidder certifies that the above-named firm, under penalty of perjury to the best of its knowledge and belief, and any proposed suppliers are not on the list created pursuant to § 12-12-106.

☐ **NON-BOYCOTT OF ISRAEL**

For submissions with a total cost of \$250,000 or greater, the Signatory certifies that the proposed firm and any subcontractors or suppliers certify that the firms, subcontractors and suppliers are not boycotting Israel pursuant to Tenn. Code Ann. §12-4-1 and will not during the term of any award.

State of _____ **County of** _____

Proposer's Name: _____

being duly sworn, deposes, and says that:

They are a principal officer of _____, the firm submitting the attached

proposal, their title being _____, and has authority to affirm and/or certify the listed declarations.

Signed

Title

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

NOTARY PUBLIC

My Commission expires