
INVITATION TO BID

Tandem Dump Trucks

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) tandem dump trucks**.

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
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Scope of Work:

The City of Knoxville's Fleet Services Department is seeking to purchase two (2) tandem dump trucks. The specifications describe a current model year or newer tri axle cab and chassis with a 16 foot dump body. The chassis and dump body including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined and shall conform in strength, quality of material and workmanship to the best practice known to the industry.

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.**

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

Minimum Specifications:

Item #	Description	Meet Specifications?	Description/ Deviation
Standard Interior Content:			
1.1	Seats: Air ride driver's seat with one person companion set		
1.2	Upholstery: Vinyl, grey in color		
1.3	Floor Covering: Manufacturer's standard with full-length weatherproof rubber mats		
1.4	Keys: Four (6) sets of keys		
1.5	Radio: Manufacturer's standard with Bluetooth hands free		
1.6	Air Conditioning: Standard factory installed		
1.7	Gauges: speedometer/tachometer with odometer/hour meter, air cleaner restriction indicator, air pressure, oil pressure, voltmeter, fuel gauge and coolant temperature		
1.8	Air horn - under hood		
1.9	Arm rests and sun visor on driver and passenger side		
1.10	Tilt/telescopic steering wheel		
1.11	Air restriction monitor		
1.12	Orange Hi-Vis seat belts		

Standard Exterior Content:			
2.1	Mirrors: West Coast style, stainless steel, with dual convex mirrors		
2.2	Windshield wipers: Dual variable speed, intermittent delay-type		
2.3	Windows: Standard factory tint		
2.4	Cab External Color: White		
2.5	Front fender extensions		

Body and Chassis:			
3.1	GVWR: Gross Vehicle Weight Rating to be a minimum of 66,000. Indicate proposed total GVWR and maximum GAWR for each axle		
3.2	Cab: Conventional with tilt hood		
3.3	Cab-to-Axle: Suitable for mounting of 16ft dump body in specifications		
3.4	Frame: Heavy duty ¼” frame rails with full channel reinforcements with integral front frame extensions		
3.5	Bumper: Steel channel front bumper		
3.6	Fuel Tank: Largest capacity factory installed, minimum 65 gallons		
3.7	Two front tow hooks bolted to frame		
3.8	Trucks must be set up to pull a trailer with air brakes		
3.9	Frame to extend past hood for snow plow application		
3.10	Six (6) spare upfitter switches in dash		
3.11	Factory snow plow light switch in dash		
3.12	Factory snow plow light upfitter harness		

Drive Train:			
4.1	Engine: 400 HP turbo charged diesel, minimum of 1450 lbs/ft torque, with front PTO provisions		
4.2	Cooling System: Antifreeze protection -20° F. Cooling protection +120°F		
4.3	Engine protection system with alarm, lights and buzzer. Monitoring oil pressure, coolant level and temperature		
4.4	Fuel/water separator		
4.5	Exhaust: to meet all current emission regulations. Vertical exhaust with guard and exhaust turnout		
4.6	1500 watt engine block heater		

4.7	Engine shall have a compression brake		
4.8	Transmission: Manual transmission - Allison 4500 RDS series or approved equal, 10 speed with PTO openings on both sides		
4.9	Power Steering: Manufacturer's standard		
4.10	Front axle: Minimum 20,000 lb capacity with lifetime lubricated bearings. Axle to be adequate to support truck and attachments		
4.11	Rear Axle: Minimum 46,000 lb capacity with divider, rear axle ratio approximately 65 - 68 MPH maximum road speed. Both axles should drive traction control		
4.12	Wheels and Tires: Hub Pilot type wheels with 425/65R22.5 20 ply steel belted radials on front, 11R22.5 16 ply traction type tread on rear		

Brakes:			
5.1	Full air brakes with ABS		
5.2	Minimum 16.0 CFM compressor		
5.3	Heated air dryer system installed		
5.4	S-Cam brakes, 16.5 X 6 front minimum, 16.5 X 7 rear minimum, automatic slack adjusters on each axle		
5.5	Rear brake chambers shall be top or front mounted to allow for paver clearance		
5.6	Spring actuated parking brake with automatic slack adjusters		

Electrical:			
6.1	Alternator: Minimum 130 amps. Heaviest duty, highest amp rated alternator available for proposed chassis, with capacity for proposed electrical load plus 20% margin		
6.2	Battery: Minimum of 3 heavy duty 12 volt Group 31, high cycle, gel cell, maintenance free with 3000 CCA and amp-hour rating appropriate for proposed electrical load plus 20% margin		
6.3	Lights: LED		
6.4	Back up alarm		
6.5	Daytime running lights		
6.6	Battery cutoff switch mounted on floor beside driver seat		
6.7	Provide factory towing provisions with hand control valve and air and electrical lines extended to rear of frame		

Warranty:			
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7.1	Minimum of 5 years or 150,000 miles warranty on engine, transmission and differential with 2 year towing coverage. 7 year extended emissions		
7.2	Warranty to commence with in-service date, rather than delivery date. In-service date not to exceed nine (9) months from delivery		

Dump Body and Hydraulics:

8.1	<ul style="list-style-type: none"> • Body Inside Dimension - 84" • Body Outside Dimension - 96" • Body Length - 16 feet • Hoist Model - HPT63-140 Duraclass Telescopic or equal • Hydraulics - Force America or equal • Frame Style - Stacked Structural, 8" long members with 4" channel cross members • Cross member Spacing - 12" • Yardage: 14.5 +/- 17 • Rear Style - Straight • Tailgate Style - 2-Way Swing Gate • Front Height - 56 • Side Height - 40 • Rear Height - 52 • Front Material - 1/4" AR450 • Side Material - 1/4" AR450 • Rear Material - 1/4" AR450 • Floor Material - 1/4" AR450 • Side Bracing - Min five 4-1/2" vertical side braces front flared to 9" at the body • Rear Corner post Width - 10.25 • Two-way Tailgate - hinged on curb side • Tailgate Release Style - Electric/ Air with overcenter installed • Upper Tailgate Hardware - 1" flame cut offset TG hinge, 1-1/2 inch upper TG pin, 1-1/4 inch lower TG pin • Tailgate Bracing Style - 6 panel - 1 Horizontal, 2 Vertical • Tailgate Grab Handles - 1/2" dia. rod handles, left & right • Tailgate Lower Rod - 1/2" dia. rod at bottom, full width • Front Steps Style -2 tread grip steps left & right • Front Ladder Handles - 5/8" dia. rods, each side • Lower Rail - 2" x 1/4" Flatbar - Tandem • Rear Cornerpost Light Cutouts - Round with 2 ovals • Light Carton - LED light kit with harness • Cab Shield - 1/2 C/S 3/16 Hiten Tish/Tarp 2 Ovals • Spill Apron - 10" Sch 80 Pipe - Bolt-on • Tarp System - DONAVON BULLET Tarp or equal - Vinyl with flaps 14'-17' • Front, Rear, & Mid Board Pocket Height - 3/16" X 2" X 12" 		
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	<ul style="list-style-type: none"> • Side Boards - 12" X 2" Steel Side Boards • Side Board Paint - Black • Standard Finish Paint - Black • BODY TO BE UNDERCOATED • Mudflaps - Front Steel Guards / Rear Standard • Pintle Hitch plate.....Hitch 50ton w/ 7-pin 		
8.2	<ul style="list-style-type: none"> • C/S Height Above Frame - 3"- 4" • Back Up Alarm / Body Raised Indicator Kit • Hideaway Ladder Kit, Painted • Tarp Electric C/S Mount • Led Light Kit (Less Harness) • Duraclass or Equal Wiring Harness • Air/Air Tailgate Control Kit • Dump Angle Limiter Kit/Air Shift • Cylinder, Black Armor • Quick Mount Mounting Kit • QM Duraclassic Trunnion or equal (Stk) • Assembly Hinge Rear Rem Large (Stock) - P • Kit Body Prop • Triaxle Ridwell 20,000lb Steerable Pusher Axle or equal w/ Wheels And Tires • Grill Mounted LED Light Bar 		
8.3	<ul style="list-style-type: none"> • Tailgate Painted Safety Yellow • Intersection Strobe Lights Mounted In Front Fenders (1 Per Side) • Side Body LED Strobes (1 Per Side) • 2 - 6' Amber Strobes Mounted Facing Forward In Cab Protector • 2 - 6' Amber Strobes Mounted In Rear Corner Posts (1 Per Side) • Wausau HSP 4210 Home Safe Trip Edge Plow (or approved equal) equipped w/Hydraulic Power Reverse, Rubber Snow Deflector, Split Trip Edges, Carbide w/Cutting Edges W/Copper Blades, Curb Shoes, Loop Connection, Plow Markers • Wausau (or approved equal) Low Mount Hitch W/Telescopic Lift Arm, Loop Receiver, Hydraulic Lift Cylinder, Side Plates 		
8.4	<p>Spreader Lip: Minimum 10" sloping spreader lip (bolt on) constructed from a minimum of 1/4" steel fully enclosed under lip</p>		
8.5	<p>Shall have a side ladder at the front on both sides of bed located between first and second body brace</p>		

8.6	Side ladders to be constructed with 1½" tread grip material with 2 steps below body approximately 26" from ground level and 4 steps on body sides		
8.7	Shall have vertical grab handles of 5/8" steel rod 2½" X 38" welded first body brace and extending above the top rail		
8.8	If ladder is mounted in front of battery, hydraulic tank, etc. ladder shall be hinged with pins for accessibility		

Pintle Hook:

9.1	Chassis shall have a frame mounted pintle hook, Holland PH-775-01552 or equal, mounted 24" from ground to inside bottom of the hook. Hook shall be rated at 10 tons vertical load capacity and 50 ton Gross trailer weight capacity		
9.2	Air lines quick disconnects shall be recess mounted above the pintle hook and electric 7-pole plug shall be installed on left side of the hook		

Hoist:

10.1	Hoist and PTO controls to be in-cab console type. PTO to be continuous operating. Indicator light mounted between seats		
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Pusher Axle:

11.1	Air brakes, minimum 16.5X7 cam type		
11.2	7.50 DC disc steel hub piloted wheels complete with Goodyear G104A 275/70R 22.5 tires		
11.3	Bidder shall relocate components necessary to mount pusher axle		
11.4	All welds shall be cleaned, primed and painted the same color as truck chassis		

Controls:

12.1	Cab controls to be InControl brand or equal modular designed console, floor mounted using removable, adjustable height base. The console tower will include top and front remote valve control (RVC) stick bays. The RVC cable control heads will be mounted into the top bay and a blank plate for future use shall mount on the front bay. Console shall include a removable rear cover to allow ease of service access. Console shall be a Force America IC7FA or equal		
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Valve Bank Control Valves:

13.1	The valve controls shall be Force America RVC remote control system, or equal, with dynamic rod seal cables. The cables must have bulkhead type connections at the hydraulic valve sections		
13.2	Valve controls shall be mounted to the right of the driver		
13.3	The hoist section shall have a center lock to prevent accidental actuation. A combination of single axis levers shall be stacked together for operation of the remaining sections in the hydraulic valve bank		
13.4	The controllers shall be mounted in a totally enclosed tower		

Hydraulic System (Continuous PTO Operation):			
14.1	Direct mount pump to PTO and transmission		
14.2	<u>Hydraulic Pump:</u> The pump shall be a heavy duty needle bearing type positive displacement gear pump. Pump to be Force America or equal series gear pump with a flow rate of 19 GPM at 1000 rpm. The pump shall have a 1¼" keyed shaft with an outboard bearing to handle any side load that the pump will meet. The pump shall have a minimum of 2" I.D. SAE 100-R4 suction line		
14.3	This specification describes the general style and type of hydraulics system needed to operate the dump body with various interchangeable accessories. To facilitate optimum interchangeability within the fleet, significant hydraulic components shall match: mounting configurations; flow rates; pressure capabilities; and utilize "will fit" routine maintenance items with systems purchased in the preceding fiscal year. Interchangeable Equipment and Specifications. Salt spreader 15 gpm @ 2000 psi Snow-plow based on plow model		
14.4	<u>Reservoir:</u> The hydraulic reservoir shall be of 30 gallons nominal capacity, constructed of 12-gauge pickled steel, powder coated black with 3/16" thick angle iron mounting brackets and equipped with the following: <ul style="list-style-type: none"> • Basket type filter breather cap • ¾" Magnetic drain plug • 2" NPT suction with 100-mesh screen type filter with PSI bypass • 5" sight/temperature gauge externally mounted • Internal baffling • 2" full flow brass ball valve 		

14.5	Hydraulic filter shall be mounted in the reservoir. Hydraulic filter shall be rated for no less than 80 GPM. Filter shall be a ZINGA model TS-1200-25-1-0 or equal with ZSRE-409-10 micro-glass filter element and be equipped with visual filter condition indicator gauge		
14.6	<u>Hydraulic Control Valve:</u> The control valve shall be U.S. manufactured and be of the cast iron stackable spool type. Valve shall be an open center sensing type with O-ring ports. Section porting shall be #16 inlet, #16 outlet and #12 for all other sections. The valve shall be rated for 2500 PSI maximum pressure. There will be a main in the inlet section that will be set at 2000 PSI to protect the system from being over pressurized. The control valve will be a Commercial Model DVA20 or prior approved equal		
14.7	Valve layout shall be as follows: <ul style="list-style-type: none"> • Sander supply, 2-way with detent for On/off • Combined flow mid-inlet • Hoist, 3-way for single acting cylinder • Plow lift, 4-way for double acting cylinder with 4th position float • Plow angle, 4-way for double acting cylinder 		

Auxiliary Headlights for Snow Plow:

15.1	LED snow plow lights mounted to front fenders utilizing factory snow plow harness		
15.2	Dash mounted on/off factory mounted upfitter switch illuminated and identified		

Safety Equipment:

16.1	Shall have a 5 lb fire extinguisher, one set of safety triangles, and first aid kit mounted in cab		
16.2	Shall have one set of chock blocks		
16.3	Body shall have one (total of 2) triangular recessed receptacle, one on each side of the body close to the rear wheels to hold a chock block		

Delivery:

17.1	Wiring Diagrams/Schematics: Three (3) paper or electronic copies per lot of vehicles ordered.		
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17.2	Units shall be delivered 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.		
17.3	Units shall be serviced, inspected, and delivered from the successful bidder's nearest service facility. Factory direct deliveries are not acceptable.		
17.4	<u>Delivery Location:</u> City of Knoxville, Fleet Service Garage, 1400 Loraine Street, Knoxville, TN 37921-6642		
17.5	<u>Contact Information:</u> Contact Jeff Johnston Fleet Operations Manager 865-951-3620 to schedule delivery		
17.6	Provide manufacturer's certificate of origin for each vehicle. <i>Mandatory before payment is made.</i>		
17.7	Provide one operator's manual per unit and one extra per lot		
17.8	Provide two sets of service, overhaul and illustrated parts breakdown manuals per lot of units ordered. Electronic copies are preferred		
17.9	Provide on-line access to technical service bulletins and recall notices throughout the service life of the unit		

Training:			
18.1	Minimum of four (4) hours of operator training and orientation for safety, proper operation and operator daily maintenance (Mandatory before payment is made).		
18.2	Minimum of four (4) hours of technical and diagnostic orientation for mechanics/technicians (Mandatory before payment is made).		
18.3	Training shall be conducted by a qualified manufacturer's representative at City location.		
18.4	Certificate of completion of orientation shall be provided for all operators who successfully complete the training.		
18.5	Winning bidder shall provide a minimum one (1) year of access (either online access or CD/thumb drive) to diagnostic software and technical information at no charge to the City (Mandatory before payment is made – engine is included in this requirement).		
18.6	Please state if bidder will honor a fixed price agreement for one (1) year, beginning at the time of award. There is no guarantee of additional purchases.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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 - Tandem Dump Trucks."
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 - Tandem Dump Trucks"
- 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- Tandem Dump Trucks.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 "Tandem Dump Trucks" 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) Tandem Dump Trucks (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