

**CITY OF KNOXVILLE
INVITATION TO BID
Car Wash Services**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until **11:00:00 a.m. (Eastern Time) on June 19, 2018**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

Contractor shall furnish all labor, parts, materials, equipment, machinery, services, supervision and technical personnel required to perform satisfactorily any and all work necessary for the cleaning and washing services of City-owned vehicles. The contractor shall perform all work in accordance with the specifications listed below. Contract shall be for one (1) year with two (2) optional one-year renewals at the same terms and conditions, upon mutual consent of both the City and the Contractor.

SPECIFICATIONS

City vehicles shall receive cleaning and washing services at the Contractor's location(s). City units will be delivered to the Contractor's location(s) by City employees who will remain onsite to receipt for the vehicle units after required services are completed.

All services, unless otherwise agreed, are to be completed within ten (10) minutes of the arrival of the vehicle at the Contractor's location, and Contractor notification of required services.

Contractor's employees are not allowed to access the interior of the vehicle. An auto drive through service that allows the operator of the City vehicle to remain inside the vehicle during the cleaning process is required. **THIS CAR WASH SERVICE IS FOR EXTERIOR SERVICES ONLY. NO DETAILING OF ANY VEHICLES.**

CLEANING REQUIREMENTS:

Contractor shall quote cost based on two levels of car wash service.

Option 1: Base level **exterior** (NO WAX); and

Option 2: Deluxe level **exterior** with spray/wet wax, as described below.

The City will decide at later date, which option will best meet the service needs of the City.

OPTION 1: Base level exterior Car Wash

The base level exterior car wash shall include:

- standard exterior wash with liquid soap, diluted with water, sufficient in strength to remove all dirt, grime, tree sap, bird droppings and other types of residue from the exterior of the vehicle and windows;
- cleaning of wheels, tires, and lower exterior panels around the vehicle using steam or equal method;

- undercarriage wash;
- removal of all soap residue by rinsing with clean water; and
- air blow dry/towel dry **at minimum**. Upon completion of service all windows and mirrors are to be clean and free of streaks and lines, and the exterior of the vehicle is to be clean and free of all dirt, grime, and roadside residue.

Special care shall be taken not to damage emergency lighting systems, antennas, exterior racks, or any other equipment attached to the vehicles. Emergency lighting systems, antennas, exterior racks, or any other equipment, damaged by the car wash or Contractor's employees, shall be repaired or replaced by the Contractor at no charge to the City. It shall be the Contractor's responsibility to ascertain condition of the equipment prior to washing.

OPTION 2: Deluxe level exterior Car Wash

The deluxe level exterior car wash shall include:

- standard exterior wash with liquid soap, diluted with water, sufficient in strength to remove all dirt, grime, tree sap, bird droppings and other types of residue from the exterior of the vehicle and windows;
- cleaning of wheels, tires, and lower exterior panels around the vehicle using steam or equal method;
- undercarriage wash;
- removal of all soap residue by rinsing with clean water;
- **spray/wet wax**; and
- air blow dry/towel dry **at minimum**. Upon completion of service all windows and mirrors are to be clean and free of streaks and lines, and the exterior of the vehicle is to be clean and free of all dirt, grime and roadside residue.

Special care shall be taken not to damage emergency lighting systems, antennas, exterior racks, or any other equipment attached to the vehicles. Emergency lighting systems, antennas, exterior racks, or any other equipment, damaged by the car wash or Contractor's employees, shall be repaired or replaced by the Contractor at no charge to the City. It shall be the Contractor's responsibility to ascertain condition of the equipment prior to washing.

DAMAGE:

The Contractor will be held responsible for safeguarding against loss, theft, or damage of all property, materials, equipment, and accessories which might be exposed to the Contractor's personnel.

Any damage caused to the vehicles due to faulty equipment, use of improper chemicals, or negligence on behalf of Contractor's employees, is the responsibility of the Contractor, and shall be repaired at no charge to the City.

SELF VACUUM: Base Level Exterior Car Wash and Deluxe Exterior Car Wash

As part of the service provided under both Option 1 and Option 2, the Contractor shall provide an equipped facility where a City vehicle operator may self-vacuum the interior of their assigned vehicle at no additional charge. Use of this service will be at the sole option of the City vehicle operator.

Contractor will either:

a. provide operator with tokens to operate a heavy duty, high powered vacuum cleaner for an unlimited number of minutes, or

b. provide operator with time to operate a heavy duty, high powered vacuum cleaner for an unlimited number of minutes.

Contractor will indicate use of tokens or unlimited minutes on attached bid form.

NOTE: Under no circumstances will the Contractor provide the City vehicle operator with currency in lieu of tokens. Responses to this solicitation that involve the use of currency will be deemed unresponsive and result in rejection of the bid.

BIDDER MINIMUM QUALIFICATIONS

Bidder is required to have at least one car washing facility located within the limits of the City of Knoxville. (Note that the City is also interested in doing business with vendors who have multiple locations in Knox and the surrounding counties in addition to the one required location within the City of Knoxville city limits.)

The facilities proposed for use shall be designed specifically for the performance of car wash related services, and be designed in such a way that the operator is allowed to remain in the vehicle while it is being serviced.

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. The City reserves the right to visit the bidder's facilities to determine if bidder is capable of providing these services, and at the level of volume as specified in the contract. The decision of the Purchasing Agent as to the suitability of any facility or location for use shall be final.

Contractor shall be open for business a minimum of eight (8) hours per day, six (6) days per week, normally (excluding Sundays and holidays).

Contractor must have the ability to track user department (Police, Fire, Service, Fleet, etc.) for invoice purposes.

Contractor must have the ability to track usage; and limit the type of service; and the number of services performed on a per department, per vehicle basis.

Contractor must have the ability to track each transaction, **electronically**, on a per service; per location; per vehicle; per employee (if applicable); per department; per day; per month basis; and provide a copy of that information with the invoice each month. **A bar code system, that allows the City to tag each vehicle for tracking purposes is required.** Every City employee bringing a vehicle in for service shall submit the required information to document each service.

Contractor shall supply all materials necessary to bar code each vehicle, or track usage on a per vehicle basis, at no additional charge to the City. The electronic system proposed for use must be easy to use; provide the City the tracking information required; and be designed in such a way that employees are prevented from requesting service on vehicles other than those belonging to the City. The decision of the Purchasing Agent as to the suitability of any system for use shall be final.

Contractor must be able to apply payment received, in the form of one check, to multiple invoices in an accurate manner.

EXCEPTIONS:

It is the intent of the City to receive bids that meets the detailed specifications in their entirety. All deviations, no matter how slight, must be clearly explained on a separate sheet entitled "Exceptions to Specifications." Each exception or variation must be thoroughly explained on a separate sheet detailing Contractor's method of service or exception to specification.

PROCEDURES:

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Deputy Chief, Cynthia Gass, or her authorized representative(s). **The contractor shall not comply with requests and/or orders issued by other than Deputy Chief Gass or her authorized representative(s) acting within their authority for the City.**

MULTIPLE AWARDS:

The City reserves the right to make multiple award contracts. Since volume of services required will vary; and the number of locations required to meet the service needs of the City are unknown, the City may make multiple awards to multiple Contractors at the sole discretion of the City.

QUANTITY:

NO SPECIFIC QUANTITY IS GUARANTEED.

Quantities listed in these specifications, if any, are **estimated** for bid purposes **ONLY**, and are given for the information of bidder, and for the purpose of bid evaluation. They may or may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period; the location of bidder's storefront(s);

and, in the event of a multiple award, the number of locations required to meet the service needs of the City.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the City.

INFORMATION:

In **January, February, and March of 2017**, KPD washed a total of 997 vehicles.

In **November, December 2017 and January of 2018**, KPD washed a total of 1026 vehicles.

The above totals included SUVs, cars, trucks, and vans. Knoxville Police Department currently have 41 SUVs.

In 2017, KPD washed a total of 21 motorcycles.

These numbers are based on weather, etc. Some months will be higher and some lower. At least one van is oversized and may require hand washing.

The type of vehicles to be cleaned include: police cruisers, emergency service vehicles, cars, SUVs, pick-up trucks, passenger/service vans, and specialty vehicles.

Invoices

Each month, the Contractor shall provide the City with an itemized invoice that reflects services rendered in the previous month.

Insurance

All insurance shall be in effect and evidence of such furnished prior to commencing operations under this contract.

BID SUBMISSION REQUIREMENTS

Bidders must furnish the following information in writing with their submission:

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Non-Collusion Affidavit
3. Drug-Free Workplace Affidavit
4. Iran Divestment Act Certification of Noninclusion
5. Diversity Business Enterprise (DBE) Program form

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room

667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **Tuesday, June 19, 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. **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: **"Car Wash Services"**
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. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
15. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
16. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may award to the next most responsive, responsible bidder.
17. 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.
18. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
19. Due to the successful bidder's likelihood of working in close proximity to children and adolescents, all bidders are required to submit an affidavit with their bids stating that they agree 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. Failure by the bidder to comply with this requirement is grounds for immediate termination of the Agreement. Bidders are required to submit this affidavit with their proposal and failure to do so may be considered grounds for rejection of the bid. Said affidavit is contained within this ITB for bidder's use.

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. 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.
22. 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 **Julie Smith Maxwell, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmaxwell@knoxvilletn.gov. To be given consideration, such requests/questions must be received by end of business day **June 12, 2018**. 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. 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.
23. 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.
24. 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>.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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 one million dollars (\$1,000,000) 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 two million dollars (\$2,000,000).

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. **Garage Keeper's Liability Insurance.** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Garage Keeper's Liability Coverage, covering losses to or from vehicle in their care, custody, or control.

E. **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.

32. The successful bidder 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
City/County Building
400 Main Street, Suite 667
Knoxville, TN 37902

Having carefully examined the specifications entitled “**Car Wash Services**” to open on **June 19, 2018, at 11:00:00 a.m.** and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, parts, materials, equipment, delivery, and services to do the work as specified for the following amount:

Option 1: Base Level- Exterior Car Wash

Cost to provide BASE level exterior car wash service, and provide high-powered vacuum cleaner for self-vacuuming of interior as specified.

Vehicle Type:

Police Cruisers and Cars	Cost per vehicle: \$_____
Pick-up Trucks	Cost per vehicle: \$_____
SUVs	Cost per vehicle: \$_____
Passenger and Service Vans	Cost per vehicle: \$_____

Option 2: Deluxe Level- Exterior Car Wash

Cost to provide DELUXE level exterior car wash service, and provide high-powered vacuum cleaner for self-vacuuming of interior as specified.

Vehicle Type:

Police Cruisers and Cars	Cost per vehicle: \$_____
Pick-up Trucks	Cost per vehicle: \$_____
SUVs	Cost per vehicle: \$_____
Passenger and Service Vans	Cost per vehicle: \$_____

Bidder guarantees that service will be performed within _____ minutes of arrival of the vehicle at the Contractor’s location, and Contractor notification of required services.

Please list the following information:

How many car wash facilities does your company own within the City Limits of Knoxville:

How will vehicle operators access the vacuuming facilities:

During the cleaning process, will the vehicle operator be allowed to remain in the vehicle?

____yes ____no

If no, do you require that one of your employees have access to the interior of the vehicle during the cleaning process?

What are the hours of operation for your facilities:

Will the tracking of service usage be done electronically or manually:

Does your company operate any car wash facilities located outside the City limits, or in any of the surrounding counties: ____yes ____no

If yes, will City employees be able to access car wash services at these locations, at the same quoted price? ____yes ____no

If yes, please list additional locations available:

Firm Name: _____ Date: _____

Official Address: _____

(By)

(Name Typed)

(Title)

Email _____ Phone _____

LIST OF LOCATIONS AND CONTACT INFORMATION

List the business name, store number, and locations of each facility proposed for use below, and list the maximum size vehicle that can be serviced at each facility. If all locations operate under the same business name, enter the store number.

(1) Business name/ Store number:_____

Phone number:_____

Location:_____

Maximum Vehicle Size:_____

Do you have the ability to hand wash at this facility:_____

Is this vehicle located within the City limits of Knoxville, TN:_____

(2) Business name/ Store number:_____

Phone number:_____

Location:_____

Maximum Vehicle Size:_____

Do you have the ability to hand wash at this facility:_____

Is this vehicle located within the City limits of Knoxville, TN:_____

(3) Business name/ Store number:_____

Phone number:_____

Location:_____

Maximum Vehicle Size:_____

Do you have the ability to hand wash at this facility:_____

Is this vehicle located within the City limits of Knoxville, TN:_____

(If additional facilities are available for use, please attach a separate list for additional locations)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

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

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

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 _____

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

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

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

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

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____