



**CITY OF KNOXVILLE**  
 OFFICE OF THE PURCHASING AGENT  
 P.O. BOX 1631  
 400 MAIN ST., ROOM 667  
 KNOXVILLE, TN 37901

**SEALED BID**

**THIS IS NOT AN ORDER**

DATE: 05/09/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **528671**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE BIDDING. BID ON THIS FORM ONLY. BID PRICE ON ITEMS LISTED OR EQUAL. NO BID RECEIVED AFTER CLOSING HOUR WILL BE ACCEPTED.

**\*\*ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE \*\***

Merchandise to be delivered to : See delivery instructions

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 05/23/2018 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **BUCKET TRUCK**

**Special Instructions:**  
 The equipment will be delivered to 1400 Loraine Street, Knoxville, TN. Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	One (1) 65-foot bucket truck, per attached bid specifications.					

**IMPORTANT - State Merchandise**  
 Delivery Date Here: \_\_\_\_\_

Buyer Name: Tucker, James  
 Phone: 865-215-2064  
 Fax: (865) 215-2277  
 Email: jtucker@knoxvilletn.gov

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Print Signed Name)

\_\_\_\_\_  
 (Phone Number)

\_\_\_\_\_  
 (Email Address)

Equipment Class: Articulating Aerial Bucket Truck

Number of Units: 1

Desired Delivery/  
Completion: F.O.B. Knoxville, Tennessee, 1400  
Loraine Street. As soon as possible.  
**Delivery date will be considered in  
evaluation of bid. Production and  
delivery dates should be confirmed in  
writing by manufacturers and bidder  
and submitted with bid. All  
installation, mounting and assembly  
of unit with attachments shall be  
complete and ready for operation upon  
delivery to City of Knoxville.**

Type: Truck and mounted 54' hydraulic  
articulating aerial device with two-  
man end hung platform and steel line  
service body with load handling  
capability.

This specification is to set forth the specific requirements for a turn-key truck mounted with a 54' hydraulic operated articulating aerial device equipped with a two-man end hung platform and with a steel line service body with load handling capability.

The truck and aerial device shall be to the manufacturer's standards. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the units. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place a Yes or No in the appropriate space to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please feel free to attach extra sheets. When doing this, be sure your description references the appropriate question number.

Yes COMPLY No

1. GENERAL SPECIFICATIONS - ARTICULATING BOOM  
AERIAL DEVICE:

- 1.1 The unit is to be a minimum of 54' to the bottom of the platform when installed with a standard subbase and based on a chassis height of 36"
- 1.2 The working height is to be a minimum of 59'
- 1.3 The stored height based on 36" frame height is not to exceed 11.5'
- 1.4 The lower boom articulation is to be approx. 105 degrees
- 1.5 The upper boom articulation is to be approx. 173 degrees
- 1.6 The platform capacity is to be a minimum of 600 lbs. throughout the range of the boom articulation
- 1.7 Continuous 360 degrees rotation is to be provided
- 1.8 Must have load handling capabilities
- 1.9 The minimum design safety factor for:
  - A. Steel load bearing structures are to be 3.1 to the yield point
  - B. Fiberglass upper boom and the fiberglass lower boom inserts are to be 8:1 to the Kaiser effect point
- 1.10 The aerial device pedestal is to be bolted to the chassis positioned over the rear axle of the chassis

2. Outriggers:

- 2.1 Two (2) rear outriggers of the "A" frame type are to be provided
- 2.2 The outriggers are to be designed to mount to the pedestal and chassis frame

COMPLY  
Yes                      No

- 2.3 Spread of outriggers are to be a maximum of 154"
- 2.4 The penetration of the outriggers is to minimum of 6" when mounted, based on 36" frame height
- 2.5 The outrigger shoe is to be of the rigid type for increased unit stability with a dimension of at least 12" x 12"
- 2.6 Each outrigger cylinder is to be equipped with a double acting, pilot-operated check valve to prevent retraction or extension of the outrigger cylinder in the event of hydraulic line failure
- 2.7 Outrigger controls are to be located at the rear of The body on each side

3. **Pedestal:**

- 3.1 The pedestal is to be of steel fixture welded box structure design with a top plate of at least 1-1/4" thickness
- 3.2 The top plate is to be machined after welding to ensure a flat mounting surface for the rotation bearing
- 3.3 To ensure adequate passage for personnel movement between the pedestal and body side and provide maximum bed space the pedestal is to have a maximum cross section of 26" x 26"
- 3.4 For ease of maintenance, the pedestal will be free Of rotation gearbox, and hydraulic rotary joint

4. **Turntable:**

- 4.1 The turntable is to be of steel, fixture welded design with a 1" minimum bottom plate machined after weldment to ensure flat mounting surface for rotation bearing and for the rotation gearbox
- 4.2 For ease of maintenance, hydraulic valve and control components located on the turntable should be mounted on the outside of the turntable structure on one side of the turntable and placed under a removable metal cover

COMPLY  
Yes                      No

5.    **Rotation:**

- 5.1    Rotation is to be powered by a hydraulic motor, close coupled to a self-locking worm gear drive
- 5.2    The gearbox is to be mounted on top of the turntable bottom plate, above the rotation bearing, accessible without removable of covers
- 5.3    The rotation drive assembly must provide for an eccentric ring external adjustment of the gearbox pinion gear to the main rotation bearing to provide for the elimination of boom side play
- 5.4    The gearbox is to be provided with an external shaft To allow manual rotation should the need arise
- 5.5    In addition to the self-locking worm gear feature the rotation system is to be equipped with a double pilot- operated check valve to ensure against unwanted rotation

6.    **Lower Boom:**

- 6.1    The lower boom is to be constructed of two (2) fixture welded, steel, square tubular members separated by a round fiberglass insert
- 6.2    The fiberglass insert is to be of centrifugally-cast fiberglass
- 6.3    The fiberglass is to be bolted and bonded to the steel structure, providing a 24" minimum isolation gap between the steel members
- 6.4    The inner surface of the fiberglass insert is to be impregnated during manufacture with a wax compound to provide for beading of moisture
- 6.5    The outer surface of the fiberglass insert is to have a smooth white gelcoat finish
- 6.6    Resins used in the insert construction are to include ultraviolet ray inhibitors

COMPLY  
Yes                      No

- 6.7 The lower boom insert is to be ultrasonic tested for delamination or voids
- 6.8 The lower boom is to be equipped with a lower boom protection system to hydraulically relieve pressure in the lower boom cylinder to prevent excessive down pressure when stowing lower boom
- 6.9 The lower boom lifting cylinder is to be equipped with internally mounted cartridge type counter balance holding valves built into the base end of the cylinder
- 6.10 The lower boom cylinder is to be manufactured in accordance with ANSI A92.2 current standards
- 6.11 The lower boom cylinder is to be tested to three times the rated load of the aerial before final assembly and marked with a permanent test number
- 7. **Upper Boom:**
  - 7.1. The upper boom is to be constructed of a fixture welded steel weldment at the knuckle end and centrifugally-cast fiberglass for electric isolation
  - 7.2 The upper boom is to provide a fiberglass isolation gap of at least 15.9' between external and internal metal components of the upper boom in any boom configuration
  - 7.3 The fiberglass boom component is to be bolted and bonded to the steel knuckle weldment
  - 7.4 The inner surface of the fiberglass boom is to be impregnated during manufacture with a wax compound to provide for beading of moisture
  - 7.5 The outer surface to have a smooth white gelcoat finish
  - 7.6 Resins used in the boom construction are to include ultraviolet ray inhibitors
  - 7.7 The upper boom is to be ultrasonic tested for delaminations or voids

COMPLY  
Yes                      No

7.8 The leakage collector test band and test electrode are to be located at the base end of the upper boom

7.9 The assembled unit must be tested in accordance with ANSI-A92.2 current standards for "46 KV" and below rating

8. Upper Boom Articulation:

8.1 The articulation of the boom is to be by a linkage system. Compensating system of upper boom and lower boom consists of positive, mechanical, straight-line linkage system contained in the lower boom which permits the upper boom to maintain its relative angle when raising the lower boom. Coordinated control-handle movement **permits straight-line platform travel, horizontally or vertically**. Chains or cables are not acceptable

8.2 The links are to be tested to a load equal to three times their nominal loading prior to assembly and marked with a permanent test number

8.3 The upper boom articulation is to be activated by one cylinder directly connected to the linkage

8.4 The upper boom cylinder is to be manufactured in accordance with ANSI A92.2 current standards

8.5 The upper boom cylinder is to be tested to three times the rated load of the aerial before final assembly and marked with a permanent test number

8.6 The upper boom cylinder is to be equipped with internally mounted cartridge type counter balance holding valves built into the base end of the cylinder

9. Platform:

9.1 One (1) single, swivel, two-man insulated fiberglass platform, approximately 24" x 48" x 42" deep with smooth finish exterior and interior is to be provided on the end of the upper boom

COMPLY  
Yes                      No

9.2 Two steps for each platform entry is to be provided on the curbside of the platform

9.3 The platform is to be positively and automatically leveled by a parallelogram arrangement of fiberglass insulating rods and cables contained within the booms and designed to maintain the dielectric integrity of the upper and lower booms. Utilization of chains in the leveling system is unacceptable

9.4 The leveling rod and end fitting attachment is to be pull tested to more than two (2) times the normal design load and permanently marked with a test number

9.5 Platform capacity shall be minimum 600 lbs.

10. Hydraulic System:

10.1 The hydraulic system is to be a closed center pressure compensating/load sensing type to provide hydraulic pressure and flow on system demand

10.2 The oil reservoir is to be a minimum of 16 gallons

A. Mounted internal in the tower for protection

B. Have access cover (with gasket)

C. Be equipped with breather filler cap and strainer

D. Suction line to be equipped with shut-off valve

E. Return line to be equipped with 10 micron, replaceable, cartridge-type filter

11. Controls:

11.1 The control system is to be hydraulic low pressure, non-captive type - 350 PSI maximum

11.2 The upper controls are to be of single handle pistol grip type

Yes      COMPLY      No

- 11.3 The single handle control shall activate:
- A. Lower boom "up and down"
  - B. Upper boom "up and down"
  - C. Rotation "left and right"
  - D. An automatic engine throttle is to be activated when hydraulic system requires additional flow and pressure
- 11.4 By operating the single handle control, an operator of the unit is able to cause multiple, simultaneous, boom movements
- 11.5 The single handle control is to include a trigger that incorporates a double interlock so that when the trigger is released:
- A. Oil pressure and flow to the control head are positively blocked
  - B. Oil pressure and flow to the main control valves Are positively blocked
  - C. The interlocks are to be mechanically or Hydraulically activated - electric activation is unacceptable
- 11.6 The single handle control is to be located on the street side of the platform
- 11.7 The platform control valves and single handle controller are to be fully enclosed in a fiberglass cover accessible from the top
- 11.8 A lower controls station is to be located on the street side of the turntable with the valves under protective cover with valve handles extending through the cover

Yes      COMPLY      No

- 11.9 The lower control station is to activate:
- A. Low boom "up and down"
  - B. Upper boom "up and down"
  - C. Rotation "right and left"
- 11.10 The lower control station must positively override the upper controls
- 11.11 The ability to purge the control system is to be provided at the lower control station
12. Other Requirements:
- 12.1 All fasteners in the aerial unit must be a minimum grade 5
- 12.2 All steel hydraulic tubing in the unit must be plated for long lift
- 12.3 All hose and tube assemblies are to be part number tagged or number stamped for ease of identification
- 12.4 Two (2) copies of Parts, Maintenance and Operator's Manuals are required at time of delivery. Electronic version is preferred if possible.
- 12.5 The parts and maintenance manual is to list all major hydraulic and mechanical components by part number
- 12.6 A pictorial hydraulic flow chart as well as SAE, JIC hydraulic schematics are required at time of delivery
- 12.7 The aerial unit is to be painted with Sherwin Williams white basecoat/clearcoat or approved equal and shall match chassis and body
- 12.8 Unit must have a back-up motor and pump to stow boom and outriggers in case of mechanical failure
- 12.9 Shall include (2) fall arrest harnesses with 6ft. decelerating lanyards, hooks both ends

COMPLY  
Yes                      No

- 12.10 A captive air operated single start/stop control is to be provided at basket at the upper control station
- 12.11 A lower hydraulic tool circuit at rear of truck to be provided
- 12.12 A polyethylene platform liner is required for platform
- 12.13 Platform cover of nylon reinforced vinyl is to be provided for platform
- 12.14 A set of two wheel chocks is to be provided
- 12.15 Five pound fire extinguisher with mounting bracket
- 12.16 Triangular reflector kit
- 13. **CHASSIS (Minimum Requirements**  
(Must be new, unused, current model year)
- 13.1 Chassis shall be 102" CA, 168" WB
- 13.2 Front axle shall be minimum 12,000 lbs. capacity
- 13.3 Rear axle shall be minimum 21,000 lbs. capacity
- 13.4 Rear axle gear ratio shall limit vehicle speed to 65mph (gear bound) as well as programming limiting vehicle speed
- 13.5 The gross vehicle weight rating shall be a minimum of 33,000 lbs.
- 13.6 Shall have minimum 345hp ISL Cummins diesel engine
- 13.7 Shall have Allison 3000 series six-speed automatic transmission
- 13.8 Shall have break away type west coast side mirrors with convex mirrors underneath on both sides
- 13.9 Shall have full instrumentation package
- 13.10 Shall have air ride driver's seat, middle and passenger bench seat, vinyl, gray interior

COMPLY  
Yes                      No

- 13.11 Shall have factory installed A/C, heater
- 13.12 Shall have 22.5 solid steel rims front and rear
- 13.13 Shall have highway tread tires front; mud and snow rear
- 13.14 Shall have 24ft turning radius, 50 degree wheel cut
- 13.15 Shall have air brakes
- 13.16 Shall have interior room of 75" door to door
- 13.17 Shall have air dryer, fuel/water separator, and engine block heater
- 13.18 Orange seat belts
- 13.19 Chassis batteries shall be AGM batteries
- 13.20 Main battery disconnect located on floor Outboard of driver's seat
- 13.21 Radio shall have Bluetooth capabilities
- 13.22 USB charging port available in cab
- 13.23 Backup camera
- 13.24 Six (6) factory upfitter switches located in dash of cab
- 13.25 All accessories, lights, and PTO to be run off Upfitter switches
- 13.26 Five (5) keys shall be provided
- 13.27 On-Spot tire chain system shall be added to chassis utilizing factory upfitter switches
- 13.28 Air horn to be mounted under cab or hood
- 13.29 Horizontal exhaust mounted under cab

COMPLY  
Yes                      No

- 13.30 Frame rails must be kept clean behind cab
- 13.31 Factory backup alarm
- 13.32 Color shall be white
- 13.33 (Set) tow hooks, installed at front of chassis

14. SPECIFICATIONS FOR AN ALL-STEEL AERIAL LINE BODY FOR A 102" CHASSIS

(to be used in conjunction with the requested 54' Articulating Aerial Device)

- 14.1 All body and shelving material to be fabricated from hot dipped, galvanealed steel with 100% iron zinc coating and to meet the following minimum gauge thickness:
  - Body Sides: 16 gauge
  - Body Top Panels: 16 gauge
  - Body End Panels: 16 gauge
  - Door Inner Panel: 20 gauge
  - Door Outer Panel: 20 gauge
  - Shelving: 18 gauge
  - Wheel Panels: 14 gauge
  - Floor Sheeting: 12 gauge, formed checker plate(not galvanized)
- 14.2 Compartment tops are to be coated with Line-X (or approved equal) rough coating
- 14.3 Body understructure fabricated from heavy duty Structural steel channel
- 14.4 All hooks to be minimum 3/8" cold rolled bar
- 14.5 Wheel fender panels to be equipped with Neoprene fenders

COMPLY  
Yes                      No

14.6 Body Dimensions - approx:

Body Length: 162"  
Body Width: 93"  
Front of Body Height: 47"  
Rear of Body Height: 45"  
Compartment Depth: 18"  
Deck Width: 57"

14.7 **Compartmentation - Right Side**

- A. First Vertical Compartment: 20" Wide  
5000-watt power inverter, wired to  
OEM specs, with weather proof outlets on  
right rear (curbside. Retractable 30' heavy  
duty extension cord setup with inverter.
- B. Second Vertical Compartment: 20" Wide  
Three (3) fixed hooks on backwall  
One (1) fixed hook on each end wall  
Water cask bracket with drain spout
- C. Third Vertical Compartment: 28" wide  
Non-slip access step to cargo area
- D. Horizontal Compartment: 60" Wide, 22" high  
Two (2) fixed shelves with removable dividers  
on 8" centers
- E. Rear Vertical Compartment: 34" Wide  
Three (3) fixed shelves with removable  
dividers on 4" centers

14.8 **Compartmentation - Left Side:**

- A. First Vertical Compartment: 30" wide  
Three (3) fixed shelves with removable  
dividers on 4" centers
- B. Second Vertical Compartment: 20" Wide  
Three (3) fixed hooks on backwall  
One (1) fixed hook on each end wall
- C. Third Vertical Compartment: 20" Wide  
Three (3) fixed hooks on backwall  
One (1) fixed hook on each end wall

COMPLY  
Yes                      No

- D. Horizontal Compartment: 58" Wide, 22" High  
One (1) plain fixed shelf, extending through rear vertical compartment
- E. Rear Vertical Compartment: 34" Wide  
Top portion incorporated into horizontal compartment, lower portion vacant
- F. Hotstick Compartment:  
Through shelf - extending from rear of body through second vertical compartment with two hot stick brackets and rear access doors

14.9 Doors:

- A. All doors are full double paneled with built in drainage for maximum weather tightness
- B. Doors are to have cadmium plated flush type, single point, paddle type, recessed handles, two-stage strikers, locks keyed alike
- C. Doors are to have steel hinge rods extending full length
- D. Door handles to be riveted to outer door panel. Inner panel to provide opening to back of handle
- E. Doors to be equipped with automotive type non-porous door seals mechanically locked to inside door panel. Self adhesive or glued door seal not acceptable

14.10 All compartments to contain LED rope lighting that is illuminated any time the parking lights are on or engine is running

14.11 All shelving to have 2-1/4" lips

14.12 All edges either rolled or folded for strength and safety

14.13 Door header drip rail to be provided at top of body sides for weather protection

COMPLY

Yes

No

- 14.14 Mud flaps to be installed behind rear wheels,  
No advertising to be on flaps
- 14.15 Body to be undercoated with automotive underseal
- 14.16 Tailgate 6" high to be installed at rear of body
- 14.17 Heavy duty combination bumper and step with recess  
for pintle hooks
- 14.18 Wheel chock holders to accommodate rubber "V" type  
wheel chocks (10" long x 5-3/4" high x 9" at  
base), to be provided one (1) each side in rear  
portion of wheel panel
- 14.19 A heavy duty boom support including a load  
distribution saddle to suit the boom is to be  
supplied
- 14.20 Upfitting accessories are NOT to be wired using  
heat shrink butt connectors or soldered joints.  
All connections must utilize weather pack or  
metri pack connectors.
- 14.21 A complete in-color wiring diagram shall be  
provided showing any additional upfitting  
accessories
- 14.22 All wiring to be run in vinyl tubing and terminated  
at each lamp
- 14.23 #T-100A Heavy duty pintle hook with chassis frame  
reinforcement and two safety chain rings. Chassis  
shall have standard trailer towing package.
- 14.24 A cab guard covering chassis cab hood is to be  
provided
- 14.25 A rear window guard is to be provided
- 14.26 The complete body to be painted with Sherwin  
Williams basecoat/clearcoat or approved equal.  
Color to be white.
- 14.27 Access ladder to bucket at rear of body
- 14.28 Grab handle at cargo access step

COMPLY  
Yes                      No

- 14.29 (2) wooden outrigger pads with holders to be provided
- 14.30 (1) 12v outlet at rear of body to be provided
- 14.31 Amber directional bar located at rear with controls in cab
- 14.32 (3) amber strobe lights with guards to be provided
- 14.33 LED lightstick installed in grill (yellow/white)
- 14.34 Side, rear strobes (exact locations of lighting to Be decided with winning bidder)
- 14.35 (2) downward facing worklights to illuminate ground around truck, 1 upward facing work light to illuminate work area
- 14.36 (1) 4" 12v spotlight with 15ft cord and magnetic base to be provided and corner post spotlight mounted on driver side corner post
- 14.37 Air quick-connect fitting located in box on each side of truck with ¼ turn shut-off valve at air tank
- 14.38 Chain saw holder installed in body
- 14.39 Chain saw holder at basket, removable fiberglass
- 14.40 Safety cone rack mounting at the rear bumper

15. OTHER REQUIREMENTS

- 15.1 Unit will be delivered with current DOT inspection sticker and documentation as well as current ANSI inspection including dielectric testing
- 15.2 Winning bidder shall provide all diagnostic software. It shall be PC based and is to be the newest and most advanced version available. It shall include engine diagnostic software, body control diagnostic software, ABS diagnostic software. Any subscriptions to software shall be paid 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.

COMPLY

Yes

No

- 15.3 Minimum of eight (8) hours of operator orientation for safety, proper operation and operator daily maintenance.
- 15.4 Minimum of eight (8) hours of technical and diagnostic orientation for mechanics/technicians.
- 15.5 Training shall be conducted by a qualified Manufacturer's Representative at City of Knoxville location (Knoxville, Tennessee).
- 15.6 Certificate of completion of orientation shall be provided for all operators who successfully complete the training.
- 15.7 Vehicle 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. Vehicle shall be serviced, inspected, and delivered from the successful bidders nearest service facility. Factory direct deliveries are not acceptable.
- 15.8 Contact Information: Contact Mr. Jeff Johnston to schedule delivery date and time. (865-951-3620).  
Delivery Location:  
City of Knoxville Fleet Services  
1400 Loraine St. Knoxville, TN 37921
- 15.9 Winning bidder shall provide the manufacturer's statement of origin (MSO) when vehicle is delivered. The payment process will not begin until the vehicle is delivered, accepted and actual MSO has been received.
- 15.10 The successful bidder shall supply two sets of operator's manuals, service manuals, parts books, wiring diagrams and applicable technical information for each machine purchased. CD versions are preferred.

Yes                      COMPLY                      No

15.11 No dealer emblems, decals, or other form of advertisement or identification shall be attached to the vehicle.

15.12 Please state if a 12-month price lock would be honored to allow City of Knoxville to possibly purchase additional equipment.

**CITY OF KNOXVILLE  
INVITATION TO BID**

**BUCKET TRUCK**

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 May 23, 2018, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

**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. Iran Divestment Act Certification of Noninclusion

**INVITATION TO BID – INSTRUCTIONS AND CONDITIONS**

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 37902 until May 23, **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 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 in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid.
4. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: "BUCKET TRUCK."
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. 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.
8. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
9. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).
10. **Bid submissions from un-registered bidders may be rejected.**
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. State makes 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.
13. 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.
14. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
15. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen (15) days from the date of bid opening, same will be disposed of in a manner deemed to be in the best interest of the City. Items shipped as a result of an Agreement to purchase (Purchase Order) must match the sample provided with Vendor's bid submission. The City of Knoxville will be the sole judge as to whether or not the shipped items match said supplied sample, and the City's decision will be final. Should shipped items not, in the City's judgment, be as represented by the sample provided, Vendor shall pay the City in full for all costs associated with returning shipped items to the Vendor. No restocking fee or other fees will be assessed against the City of Knoxville.
16. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.

17. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
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. 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 **James Tucker, Senior Buyer** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to him at [jtucker@knoxvilletn.gov](mailto:jtucker@knoxvilletn.gov). To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
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. 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.
25. 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 Non-inclusion form may be found in this solicitation

document.

26. 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.

**CITY OF KNOXVILLE**

**BID FORM**

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

Having carefully examined the specifications for the "Bucket Truck" to open on May 23, 2018 at 11:00 a.m. and the other Contract Documents and addenda, we hereby propose to furnish the item as specified:

Total Bid (includes delivery): \$ \_\_\_\_\_

GUARANTEE of delivery no later than \_\_\_\_\_ days after receiving an order.  
(Bidder must initial) \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Date \_\_\_\_\_

Terms \_\_\_\_\_

Email address \_\_\_\_\_

Telephone \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

My commission expires: \_\_\_\_\_

# IRAN DIVESTMENT ACT

## Certification of Noninclusion

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

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_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: \_\_\_\_\_

# 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 women-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.

**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the  
(Bidder/Proposer Company Name)

\_\_\_\_\_  
(Project Name)

( \$ \_\_\_\_\_ )  
(Amount of Bid)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_.  
Estimated Amount of Subcontracted Service

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

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

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

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

## **CITY OF KNOXVILLE 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.