



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

**QUOTATION SHEET**

**THIS IS NOT AN ORDER**

DATE: 03/06/2017 PAGE 1 OF 1

DOCUMENT NUMBER: **428658**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE QUOTING. QUOTE ON THIS FORM ONLY.  
QUOTE PRICE ON ITEMS LISTED OR EQUAL.

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

Merchandise to be delivered to : KNOXVILLE AREA TRANSIT  
1135 Magnolia Ave  
Knoxville TN 37917

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,  
until 03/14/2017 02:30:00 PM

**INSPECTOR SERVICES**

**Special Instructions:**

Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Bus Build Resident Inspector Services. Please see the attached scope of work and other requirements.					

**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)

## Request for Quote

*This is not a sealed bid. Quotes can be emailed or faxed to the Office of the Purchasing Agent.  
See instructions below.*

The City of Knoxville requests your quoted price for the items listed on the attached quotation sheet; award will result in a purchase order from the City of Knoxville. The following request is for bus manufacturer site inspector services. The agreement will be in effect for a period of one year with the option to renew for two additional one year periods. Please see the attached scope of work and the additional FTA requirement and pricing sheet. **In order for your quote to be considered for award, your completed form must be faxed or emailed to the Senior Buyer no later than 2:30 p.m., Tuesday March 14, 2017.**

By submitting a quote to the City of Knoxville, the submitter warrants the following:

1. The quote is good for 60 days.
2. The Quoter is licensed to conduct business in the State of Tennessee.
3. The Quoter will use environmentally friendly products and services whenever possible.
4. The Quoter has not entered into any collusion with any person in respect to the pricing of this order or any other.

### QUOTE SECTION

Having carefully examined the specifications concerning the scope of work required by the build inspector, we hereby propose to provide the required services as described in the attached document.

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

Signature of Quoting Official: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your written quote to either the email address or fax number shown below:

James Tucker  
Senior Buyer  
City of Knoxville  
jtucker@knoxvilletn.gov  
FAX: (865) 215-2277

## **INDEMNIFICATION CLAUSE**

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.

## **INVITATION TO BID BUS MANUFACTURER SITE INSPECTOR SERVICES**

The City of Knoxville (Knoxville Area Transit) is requesting competitive bids for bus manufacturer resident inspector services. A contract/purchase agreement will be awarded to the lowest responsive bidder who can meet the requirements and scope below who provides the lowest daily price rate. The contract period will be for one year plus two optional one-year periods. Please note funding for the awarded contract is sourced through the City of Knoxville from local and state funds and capital grants provided by the Federal Transit Administration. The awarded bidder must be in compliance with all local, state, and federal clauses and contracting requirements stated within this invitation to bid.

### **Bid Requirements:**

The purpose of this procurement is to obtain resident inspector services to enable the City of Knoxville to comply with **Post Delivery Audit** requirements found at 49 CFR 663.37(a) for heavy-duty buses manufactured by Gillig LLC at their new manufacturing plant located in Livermore, CA. All buses are being built through a joint contract with Nashville MTA where the City of Knoxville is a named participant. Knoxville's initial purchase/base quantity is seven (7) buses with option quantities of up to thirteen (13) additional buses over a five year period. The initial bus build of seven (7) buses is currently scheduled to occur May 31 through June 23, 2017.

Bid pricing for resident inspector scope of services shall be based upon a daily price rate as entered on the bid price sheet below. Note the bid price sheet also requests additional "total cost" pricing for an optional scope of work described in "optional scope of work".

The awarded bidder must also provide, within their bid document, references of at least five (5) bus transit systems for which they have provided resident inspector services within the past three (3) years.

### **Scope of work:**

- Meet with Knoxville Area Transit's (KAT) bus procurement project manager in Knoxville, TN to discuss and obtain a clear understanding of the contracted bus specifications.
- Monitor the build of heavy-duty buses at Gillig's new manufacturing plant throughout the period of manufacture of Knoxville's buses.
- Check to verify that components Gillig purchased to meet Buy America requirements for Knoxville's buses are actually installed on Knoxville's buses.
- Immediately report to KAT's bus procurement project manager any deviations from the bus build specifications or observed deficiencies in the manufacturer's quality control process and recommend solutions.
- At each stage of manufacture, inspect characteristics before they are concealed by fabrication or assembly operations and monitor the entire manufacturing process to verify quality workmanship. Specific areas to monitor shall include but are not limited to underbody structure and suspension; build-up of bus frame including the sidewall, floor structure, and roof; assembly and attachment of body components; installation of hybrid power train modules, DPIM, ESS and Vanner alternator system; installation of hoses and wiring and their protection from abrasion and sharp edges; proper adhesion and

thickness of undercoating; installation of wheelchair ramp, A/C unit and destination sign; installation of interior flooring, seating, W/C restraint, stanchions, windows, sidewall and ceiling material; inspection of complete body prior to paint preparation; complete body paint; proper installation of decaling; water test and complete bus final inspection prior to delivery.

- Monitor to ensure the manufacturer is meeting FMVSS for buses they're manufacturing for Knoxville.
- Email weekly manufacturing progress reports to KAT's bus procurement project manager.
- Approve the pre-delivery acceptance tests and release buses for delivery after noted defects or discrepancies have been resolved.
- Complete and provide KAT a written report on the manufacture of Knoxville's buses ensuring the report includes the following.
  - Accurate records of all vehicle construction activities.
  - Address how the construction and operation of the vehicles fulfills the contract specifications.
  - A statement that components Gillig claims was purchased to meet Buy America requirements were actually installed on Knoxville's buses.
  - A listing by bus of the vehicle serial number, the serial and model number of the engine, transmission, A/C unit, A/C compressor, and Vanner alternator.
- The awarded bidder shall be responsible for the workmanship of the resident inspector.

#### **Optional Scope of Work:**

As an **OPTION**, the awarded bidder will assist KAT in fulfilling the post-delivery Buy America certification by conducting an audit of invoices and other related documents Gillig is using to support Buy America component content requirements. Bid pricing for this optional scope of work shall be listed separately on the bid pricing sheet below. Deliverables for this optional scope of work include the following.

- Copies of Buy America Certifications component suppliers provided to Gillig.
- A statement that the awarded bidder conducted an audit of Gillig's records and the resulting percentage of domestic component content of the completed buses per 49 CFR 661.11 and Federal Register Vol 81, No. 170 "Notice of Policy on the Implementation of the Phased Increase in Domestic Content Under the Buy America Waiver for Rolling Stock and Notice of Public Interest Waiver of Buy America Domestic Content Requirements for Rolling Stock Procurement in Limited Circumstances".

**City of Knoxville  
Invitation to Bid**

**Bus Manufacturer Resident Inspector Services**

**PRICING SHEET**

1. Daily Price Rate (performance of resident inspector services for the City of Knoxville) \_\_\_\_\_
  
2. Optional Scope of Work (Buy America audit; price reflects total cost for this optional scope of work) \_\_\_\_\_

**Federal Transit Administration  
Required Contract Clauses**

**No Government Obligation to Third Parties –**

1. The City of Knoxville and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Knoxville, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307) –**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Access to Records and Reports (49 U.S.C. 5325; 18 CFR 18.36(i); 49 CFR 633.17) - The following access to records requirements apply to this Contract:**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49

C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes (49 CFR Part 18) – The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Knoxville and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

#### **Termination (49 U.S.C. Part 18; FTA Circular 4220.1F) -**

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.

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 any of the other material provisions of the contract as determined by the City, 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. 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 terminated. 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 terminated.

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.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other right and remedies provided by law or under this contract.

**Civil Rights Requirements (29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.) - The following requirements apply to the underlying contract:**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) -**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The agency's overall goal for DBE participation is 2%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Knoxville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay all of its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Knoxville. In addition, the contractor may not hold retainage from its subcontractors.

d. The contractor must promptly notify the City of Knoxville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Knoxville.

**Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1F) -**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any

act, fail to perform any act, or refuse to comply with any City of Knoxville requests, which would cause the City of Knoxville to be in violation of the FTA terms and conditions.

**Energy Conservation Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 18)** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Federal Transit Administration Procurements Protest Procedures** - Protests may be made by prospective Proposers whose direct economic interest would be affected by the award of a Contract or by failure to award a Contract. The City of Knoxville Purchasing Department will consider all protests requested in a timely manner regarding the award of a Contract, whether submitted before or after an award. All protests are to be submitted in writing to the Purchasing Agent, City of Knoxville, City County Building, 400 Main Street, Knoxville, TN 37902. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. The protest submission must include at least the following information:

1. Name, address, and telephone number of the protestor.
2. Identification of the solicitation or Contract number.
3. A detailed statement of the legal and factual grounds for the protest, including copies of relevant documents.
4. A statement as to what relief is requested.

Protests must be submitted to the City of Knoxville in accordance with these procedures and in a timely manner. Protests must be complete and contain all issues that the protestor believes relevant. Notice of the protest and the basis therefore will be given to all prospective Bidders or Proposers. The decision of the Purchasing Agent for the City of Knoxville will be final and conclusive. Notice of the decision will be given to all prospective Bidders or Proposers.

**Americans with Disabilities Act (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 49 USC 5301(d))**— The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 USC §12101, et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794; 49 USC §5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.