The Purchasing Division of Knox County Tennessee will receive sealed bids for the provision of a **Sport Utility Vehicle** as specified herein. Bids must be received by **2:00 p.m.** on **June 18, 2008**. Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 748

Knox County Purchasing Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Bid Number, Name and Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- HOW TO DO BUSINESS: On July 1, 2005 Knox County Government implemented a web-based purchasing software system, "Knox Purchasing On-Line". The purpose for migrating from our existing financial software application was to provide our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. As a result of this implementation, the Purchasing Division is now able to offer on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to go to our website at www.knoxcounty.org/purchasing and register as a vendor in our on-line purchasing system, "Knox Purchasing On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Purchasing Division representative listed in subsection 1.2 of this document.
- **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ms Dale DuBose, CPPB, Senior Buyer, at 865.215.5751. Questions may be faxed to 865.215.5778. Information about the Knox County Purchasing Division and current bids may be obtained on the Internet at www.knoxcounty.org/purchasing.
- 1.3 <u>VENDOR REGISTRATION:</u> Prior to the opening of this bid, *ALL BIDDERS* must be registered with the Purchasing Division. Please register on-line at our website at www.knoxcounty.org/purchasing and click on "Online Vendor Registration". Vendors must be registered with the Purchasing Division prior to submitting their bid.
- **1.4 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty working days (60) from the date of the bid opening, unless otherwise indicated in their bid.
- **1.5** ALTERNATIVE BIDS: Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.
- **AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis. The evaluation criteria is listed herein. Knox County also reserves the right to not award this bid.
- 1.7 <u>BID DELIVERY:</u> Knox County requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock located in the Purchasing Division shall be the official time of record. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than one hour prior to the bid opening time.
- 1.8 <u>BIDS REQUESTED ON BRANDS OR EQUAL:</u> Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that

level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

- **1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- **1.10 COPIES:** Knox County requires that bids be submitted as one original (marked) and two exact copy. No additional copies are required when submitting electronically.
- **1.11 DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- **1.12 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than as specified, are to clearly identify the manufacturer and the specifications to which they are submitting. Vendors are also to provide descriptive literature with the bid.
- **1.13 DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our disadvantaged business program, please contact:

Robert Minter
Supplier Diversity Coordinator
Knox County Purchasing Division
Telephone: 865.215.5756
Fax: 865.215.5778

E-Mail: robert.minter@knoxcounty.org

- **1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Purchasing Division will accept electronically transmitted bids when responding through the county's online purchasing system. Facsimile submission is strictly prohibited.
- **1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS: Knox County will consider multiple bids that meet specifications.
- 1.17 POSSESSION OF WEAPONS: All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- **1.18** PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- **1.19 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:
 - Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- **1.20** REMANUFACTURED / PRE-OWNED EQUIPMENT: Vendors are advised that Knox County will not accept remanufactured or refurbished equipment for this bid.
- **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Purchasing Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division not less than five (5) business days prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.
- 1.22 <u>SIGNING OF BIDS:</u> In order to be considered all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- **1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.
 - It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- **1.25 USE OF BID FORMS:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- **1.26** VENDOR DEFAULT: Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four months.
- **1.27 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the publics trust.

- **2.1** ALTERATIONS OR AMENDMENTS: No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

- **2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS: Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- **2.5 CHILD LABOR:** Contractor agrees that no products will be provided or used under this contract that have been manufactured or assembled by child labor.
- **2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY RECORDS CHECK: Any and all successful vendors, vendor employees and any vendor sub-contractors and it's employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 <u>DEFAULT:</u> If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- **2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- **2.10 INCORPORATION:** All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.
- **2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- **2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- **2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NONDISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- **2.16** ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- **2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- **2.18** RIGHT TO INSPECT: Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- **2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.
- **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY: Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 <u>INTENT:</u> The intent of these specifications is to purchase one untitled Sport Utility Vehicle for the Knox County Probation and Pre-Trial Department. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.

- 3.2 <u>DELIVERY TIME:</u> Vendors are to state the number of days until delivery after receipt of purchase order. Vendors shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded.
- **3.3 ENCLOSURES WITH BID:** The vendor must submit with their bid a specification sheet for the model of the vehicle bid. Failure to include this material may be just cause for bid rejection.
- **3.4 EVALUATION CRITERIA:** The following criteria will be the basis for award.

Price 80 points Guaranteed Delivery 20 points

- **3.5 MANUALS:** Vendor shall provide all owner's and operator's manuals for the vehicle.
- 3.6 MANUFACTURER AND MODEL NAME: Vendor must note the manufacturer and model name of the vehicle bid. The phrases "as specified" or "as requested" are not acceptable. Failure to include the manufacturer and model name may result in the bid being non-responsive and disqualified.
- 3.7 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Purchasing Division representative listed herein, concerning this Invitation for Bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.8 <u>VEHICLE TITLE AND PAYMENT:</u> Pursuant to the Knox County Procurement Code, all vehicle titles must be sent to the Knox County Property Management Office, 1005 Stewart Street, Knoxville, TN 37917, Attention: Property Officer. Payment will not be made until Property Management receives the title resulting from this solicitation. All questions should be directed to the Knox County Property Officer at 865.215.5601.

SECTION IV SPECIFICATIONS

Four door - four wheel drive

4.1 <u>ITEM DESCRIPTION:</u> Current year model, untitled Sport Utility Vehicle with the following minimum requirements. This list does not consist of all the minimum specifications for this vehicle. It shall be the vendors responsible to be acquainted with all the minimum specifications for this vehicle type. These specifications are from a 2008 Ford Explorer. Vendor may bid this vehicle or an equal.

Exterior color - silver Interior color - Black Engine - 4.0 L SOHC V6 Grille - 4-bar chrome Door handles - body color Front fog lamps Liftgate with flip up glass Leather Bucket seats Back seat 60/40 split bench seats AM/FM single CD/MP3 player Auxiliary audio input jack Air conditioning - manual - CFC free Power door locks and windows Tilt leather wrap steering wheel Cruise control Message center with outside temperature Control Trac 4x4 system 4-wheel independent suspension Power brakes W/EBD 22.5 gallon fuel tank Easy fuel capless filler Cargo Management System

AdvanceTrac with roll stability control

Air bags driver front passenger

Front seat side airbags

Adaptive Safety tech – adaptive front seat belts

Front passenger sensing system and adaptive air bag tether

Tire pressure monitoring system

Side impact door seams

Child seat tether anchor

Securilock pass anti-theft

Illuminated visors

5-speed automatic transmission

P245/65R17 All season OWL tires

3.73 ratio regular axle

Black Running Boards

Trailer tow package Class III/IV

Sirus Satellite radio

Power Moonroof

Sync voice activated system

Adjustable pedals with memory

Wheels, 17" cast aluminum

Auxiliary climate control

Crossbars for back of roof rails

Reverse sensing

50/50 fold flat third row seat

Electrochromatic mirror

Auto lamp headlights

Keypad

SECTION V VENDOR INFORMATION AND PRICING

5.1	Vendor Name			
5.2	Knox County Vendor Number			
5.3	Vendor address			
	City	State	Zip	
5.4	Telephone number	Fax number		
	E-mail address			
5.5	Contact person			
5.6	Authorizing signature(Please sign original in blue ink)			
5.7	Vendor's Knox County Business Lic (if applicable) Attach a copy with bi			
5.8	Vendor's State of Tennessee Sales Tax Number(if applicable) Attach a copy with bid			
5.9	I acknowledge receipt of: (Please write yes if you received one)			
	Addendum 1 Addendum 2	Addendum 3	Addendum 4	
5.10	Does the vehicle bid in Section IV meet the minimum specifications outlined in this bid Yes No			
5.11	Year, Manufacturer and Model being bid:			
	Year Manufacturer			-
	Model			
5.12	Price Per Sport Utility Vehicle \$			
5.13	Warranty Information			_
5.14	Do you accept the Terms and Condi	itions of the bid? Yes	No	_
	With Exceptions			
	(You must state any exception taken)			
5.15	Guaranteed number of days until delivery after receipt of purchase order			_
5.16	Have you attached the bid specifica	tion sheet? Yes	No	
Failure	to include all of the information req may result in the bid being disqualif		formation requested in this	documer

8