

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Hybrid Vehicles** as specified herein. Bids must be received by **2:00 p.m. on March 27, 2019**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 2796  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Davin, Senior Buyer, at 865.215.5769. Questions may be faxed to 865.215.5778 or emailed to [christina.davin@knoxcounty.org](mailto:christina.davin@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.

**Bids must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.**

- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** 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 particular 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.

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach 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 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 Business Outreach Program, please contact:

Diane Woods, CPPB  
Administrator of Business Outreach  
Knox County Procurement Division  
Telephone: 865.215.5760  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

Lori Holmann  
Coordinator of Business Outreach  
Knox County Procurement Division  
Telephone: 865.215.5757  
Email: [lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

- 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 (1) marked original, one (1) exact copy, and one (1) electronic copy. No copies are required with an electronic bid response.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 DELIVERY:** Vendors must state the delivery time in their bid. Knox County requires that vendors deliver all products "free on board" to final destination.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Purchasing On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for 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 please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement 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 Procurement Division Representative listed in subsection 1.1 of this document.
- 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 NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Contractor submission of other than new materials may be cause for the rejection of their bid. **For the purpose of this bid, used vehicles will not be considered.**
- 1.18 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.
- Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.20 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.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.23.1** Be submitted on recycled paper;
  - 1.23.2** Not include pages of unnecessary advertising;
  - 1.23.3** Be made on both sides of each sheet of paper.
- 1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement 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 Procurement Division by **March 11, 2019 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 SIGNING OF BIDS:** **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 terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.

- 1.26 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 **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.
- 1.28 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.29 **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 bidder's list for twenty-four (24) months.
- 1.30 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on “On-line Vendor Registration”. Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.31 **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 public's 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.
- 2.2 **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 five (5) 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 or services will be provided or performed 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 DEFAULT:** 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.
- 2.8 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.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 IRAN DIVESTMENT ACT:** 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 Tennessee Code Annotated § 12-12-106.
- 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 NON-DISCRIMINATION 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 for 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, and right of set-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 and warehoused.
- 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.
- 2.20 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 Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at any time. 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.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1 INTENT:** The intent of these specifications is to convey to prospective vendors the general type and quality of Hybrid Vehicles as desired by Knoxville-Knox County Community Action Committee (CAC) Volunteer Assisted Transportation program. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of products/services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 AWARD STATUS:** Knox County intends to issue a one (1) year award with the option to renew for a second year. Knox County reserves the right to purchase these goods from other sources, if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.6 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

- 3.7 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contact(s) to County personnel. Any newly appointed contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.8 COOPERATIVE PURCHASING:** Vendors are to indicate whether or not it is permissible for other governments in Tennessee to lease these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.
- 3.9 DEALER DECALS:** No dealer decals or emblems are to be attached to the vehicle(s).
- 3.10 DELIVERY CONDITION OF VEHICLE(S):** The condition of the vehicle must be internally and externally clean and rid of any trash and odors (i.e.: cigarette smoke) that are determined by CAC or Knox County to be an offense. If in the event Knox County and/or CAC determines the vehicle must be washed or treated by a professional to rid the vehicle of odors, the County will deduct the expenses from bidder's invoice. Additionally, Knox County will place in the vendor's performance file a note referencing the unsatisfactory delivery.
- 3.11 DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within reasonable time as interpreted by the Knox County Community Action Committee, or failure to make replacements of rejected items when so requested, immediately or as directed by the participating agency's Administrators, shall constitute authority for the participating agency to purchase from the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse the Knox County Community Action Committee, within a reasonable time specified by the agency, for any expense incurred in excess of the contract price.
- 3.12 DELIVERY LOCATION:** The delivery location shall be the **L.T. Ross Building, 2247 Western Avenue, Knoxville, TN 37921**. The successful vendor will assume all costs and responsibility incidental to the delivery of the Hybrid Vehicles to the above address. Delivery will be Monday through Friday between the hours of 8:30 a.m. through 3:00 p.m. (local time). **A twenty-four (24) hour notice is required.** Call Warren Secrest at 865.673.5001 to schedule delivery.
- Delivery shall be determined by receipt signed by designated CAC representative (Warren Secrest, Stan Jones, Mack VanDyke) at the point of delivery and may be preceded by a cursory inspection of the vehicles.
- 3.13 DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded.
- Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days". Vendors must be specific and state either "30 business days" or "60 business days". If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.
- 3.14 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.15 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- |                 |                  |
|-----------------|------------------|
| <b>Price</b>    | <b>90 points</b> |
| <b>Delivery</b> | <b>10 points</b> |
- 3.16 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.

Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

- 3.17 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

- 3.18 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.

- 3.18.1** If the Mayor closes the Administrative Offices prior to the time set for the solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- 3.18.2** Other weather issues shall be at the sole discretion of the Procurement Director.
- 3.18.3** Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

- 3.19 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

- 3.20 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- 3.20.1** The invoice must show the amount due to the Contractor by Knox County;
- 3.20.2** The invoice must show an itemized detail of items.
- 3.20.3** Invoices are to be original and uniquely pre-numbered;
- 3.20.4** Invoices which do not show this information are subject to rejection.

- 3.21 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives correct invoice.

- 3.22 LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.

- 3.23 MANUFACTURER AND MODEL NUMBER:** Vendor must note the manufacturer and model of the vehicle(s) in bid. The phrases "as specified" or "as requested" are not acceptable. Failure to include the manufacturer and model may result in the bid being non-responsive and disqualified.



- 3.24 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.25 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 Procurement 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.
- 3.26 NON-RESTRICTIVE CLAUSE:** When brand names, trade names or manufacturer's name or catalogue numbers appear in the specifications, it is intended to establish a performance standard. The manufacturer may request to substitute a similar product as specified in Section 1.7.
- 3.27 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **March 11, 2019 at 4:30 p.m. local time.**
- 3.28 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.
- 3.29 PRICING:** Unit pricing quoted must include all delivery charges. CAC will not pay any hidden charges. Vendors are to quote a firm fixed price for the next twelve (12) months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division. CAC reserves the right to accept or reject the requested price increase. If the increase is rejected the vendor may:
- Continue with existing price
  - Submit a revised request for price increase
  - Not accept the renewal offer
- Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.30 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.31 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation. However, it is the intent of the CAC Volunteer Assisted Transportation program to purchase up to two (2) hybrid vehicles from any resulting contract, depending on actual unit cost.
- 3.32 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

- 3.33 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **March 11, 2019 at 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.
- 3.34 VENDOR'S CONTRACT:** The Knox County Procurement Division will not accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements, Terms and Conditions or other submitted contract agreements are submitted, they will not be accepted.
- 3.35 WORKMANSHIP:** Workmanship throughout the vehicle shall conform to the highest standard of commercially accepted practice for class of work, and shall result in a neat and finished appearance. The design of the body and equipment which the manufacturer proposes to furnish must be such as to provide vehicles of substantial and durable construction in all respects.

## **SECTION IV SPECIFICATIONS**

- 4.1 HYBRID VEHICLE(S):** The following specifications are considered the minimum requirements for the Hybrid Vehicles. Bidders must bid as specified or an approved equal. Knox County requests that vendors bid from current inventory to expedite the acquisition of the vehicles if possible. Knox County understands the vehicle may have to be ordered if not available from current inventory. These specifications come from a 2019 Toyota Prius L-ECO.
- 4.2 SPECIFICATIONS:** The below specifications are considered minimum specifications. Any reference to brand or model names is to establish a minimum specification, alternates will be considered that equal or exceed those specifications. Vehicles are to include all equipment advertised as standard and will include all standard equipment with the factory detailed sheet as listed in Section 4.3

### **4.2.1 Powertrain:**

- 1.8L 4-Cylinder Engine with Hybrid Synergy Drive
- Electronically controlled Continuously Variable Transmission (ECVT)
- 54 City/50 Highway estimated MPG 45

### **4.2.2 Exterior Features:**

- Bi-LED projector low- and high-beam headlights with auto-off feature
- LED daytime running lights (DRL) with on/off feature
- LED taillights and stop lights
- Active grille shutter
- 15-in. 5-spoke alloy wheels with full wheel covers and P195/65R15 tires
- Washer-linked variable intermittent windshield wipers
- Heated power outside mirrors with folding feature
- Active grille shutter
- Color-keyed roof-mounted shark-fin antenna
- Vehicle **must** be completely winterized
- Exterior color is to be *Classic Silver Metallic*

### **4.2.3 Interior Features:**

- Smart-flow climate control system with humidity sensor and pollen filtration mode
- Integrated backup camera<sup>2</sup>
- Entune Audio with 6.1-in. touch-screen display
- Center console with armrest and storage compartment, white accent on steering wheel and shifter
- 4.2-inch color dual multi-information display (MID)
- Tilt/telescopic steering wheel with audio, climate, Multi-Information Display (MID) and Bluetooth 8 hands-free phone controls

- 60/40 split fold-down rear seats with center armrest
- Fabric-trimmed front seats with seatback pockets; 6-way adjustable driver's seat; 4-way adjustable front passenger seat
- Cruise control
- Smart Key System on driver's door with push button start
- Cargo area lightweight tonneau cover
- Two 12V auxiliary power outlets (one (1) front, one (1) rear)
- Power windows with auto up/down
- One (1) temporary spare tire
- Tire repair kit
- Interior fabric is to be *misty gray*
- **Each vehicle purchased is to come with three (3) sets of keys (key fobs) and key codes**

#### **4.2.4 Safety Features:**

- Eight (8) airbags
- Star Safety System — includes Enhanced Vehicle Stability Control (VSC),<sup>21</sup> Traction Control (TRAC), 4-wheel Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA)<sup>22</sup> and Smart Stop Technology (SST)<sup>23</sup>
- Toyota Safety Sense P (TSS-P)<sup>29</sup> — Pre-Collision System<sup>30</sup> with Pedestrian Detection<sup>31</sup> (PCS w/PD), Lane Departure Alert with Steering Assist (LDA w/SA),<sup>32</sup> Automatic High Beams (AHB)<sup>33</sup> and Full-Speed Dynamic Radar Cruise Control (DRCC)<sup>34</sup>

**NOTE:** These are the minimum specifications for a 2019 Toyota Prius L-ECO, or equal. This is not a comprehensive list of all specifications available. Bidders must submit accordingly.

**4.3 DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed above for the vehicle as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all vehicles are bid as specified.

**NOTE: Failure to respond to Section 4.3 may be just cause for rejection of bid.**

**4.4 MANUALS:** The successful vendor shall furnish all owner's and operator's manuals for each vehicle purchased.

**4.5 WARRANTY:** All vendors must submit the manufacturer's standard new vehicle warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County. Vendor extends to Knox County all warranties allowed under the U.C.C. Return of merchandise not meeting warranties shall be at Contractor's expense.

**Note:** Bidders need not return pages 1-11 with their response. Pages 12-14 must be returned as your official bid response along with any other information requested. If bidding electronically, you must attach required documents to your response. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

**SECTION V VENDOR INFORMATION AND PRICING FOR BID #2796, HYBRID VEHICLES**

*Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.*

- 5.1 Vendor: \_\_\_\_\_
- 5.2 Vendor number as assigned by Knox County: \_\_\_\_\_
- 5.3 Street Address: \_\_\_\_\_  
City State Zip
- 5.4 Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- 5.5 Vendor's e-mail address: \_\_\_\_\_
- 5.6 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 Tennessee Code Annotated § 12-12-106.  
  
Authorizing Signature: \_\_\_\_\_  
*Sign Original in Blue Ink*
- 5.7 Vendor's Knox County Business License Number (if applicable): \_\_\_\_\_  
*Attach a Copy of the License*
- 5.8 Year, Manufacturer and Model Number: \_\_\_\_\_
- 5.9 Cost of one (1) Hybrid Vehicle: \$ \_\_\_\_\_
- 5.10 Cost 'per vehicle' to purchase two (2) Hybrid Vehicles: \$ \_\_\_\_\_ / Each
- 5.11 Guaranteed business days for delivery after receipt of a signed purchase order: \_\_\_\_\_ days
- 5.12 Will you accept the VISA Credit Card as payment without fees per Section 1.19? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.13 Will your company allow Cooperative Purchasing per Section 3.8? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.14 Did you include the Detailed Submittal as per Section 4.3? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.15 Did you include warranty information as per Section 4.5? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.16 Did you include the Specifications Checklist (Attachment A)? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.17 Did you clearly note any alternates bid? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.18 I acknowledge the receipt of: (please write "yes" if you received one)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_
- 5.19 Do you accept the terms and conditions of the bid? YES NO YES - WITH EXCEPTION  
If you do not fully accept the terms and conditions, please note the exceptions below:  
\_\_\_\_\_

Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.

**ATTACHMENT A**  
**SPECIFICATIONS CHECKLIST**  
**INVITATION FOR BID #2796, HYBRID VEHICLES**  
**VENDOR \_\_\_\_\_**

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the Hybrid Vehicles bid meet the minimum specifications by marking the “Yes” or “No” box. If the minimum specification is not met, bidder must explain in the “Comment” section of the checklist. Bidders may include additional sheets if needed.

**6.1 TECHNICAL SPECIFICATIONS**

Specification	Yes	No	Comments
2019 Toyota Prius L-ECO, or equal			
<b>Powertrain</b>			
1.8L 4-Cylinder Engine with Hybrid Synergy Drive			
Electronically controlled Continuously Variable Transmission (ECVT)			
45/50 estimated MPG			
<b>Exterior Features</b>			
Bi-LED projector low- and high-beam headlights with auto-off feature			
LED daytime running lights with on/off feature			
LED taillights and stop lights			
Active grille shutter			
15-in. 5-spoke alloy wheels with full wheel covers and P195/65R15 tires			
Washer-linked variable intermittent windshield wipers			
Heated power outside mirrors with folding feature			
Active grille shutter			
Color-keyed roof-mounted shark-fin antenna (or equivalent)			
Vehicle <b>must</b> be completely winterized			
Exterior <b>must</b> be <i>Classic Silver Metallic</i>			
<b>Interior Features</b>			
Smart-flow climate control system with humidity sensor and pollen filtration mode			
Entune Audio with 6.1-in. touch-screen display			
Center console with armrest and storage compartment, white accent on steering wheel and shifter			
4.2-inch color dual multi-information display (MID)			
Tilt/telescopic steering wheel with audio, climate, Multi-Information Display (MID) and Bluetooth8 hands-free phone controls			
60/40 split fold-down rear seats with center armrest			
Fabric-trimmed front seats with seatback pockets; 6-way adjustable driver seat; 4-way adjustable front passenger seat			
Cruise control			
Smart Key System on driver door with push button start			
Cargo area lightweight tonneau cover			
Two (2) 12V auxiliary power outlets; one (1) front, one (1) rear			
Power windows with auto up/down			
Integrated backup camera			
One (1) temporary spare tire			
Tire repair kit			
Interior fabric is to be <i>misty gray</i>			

**SECTION VI SPECIFICATIONS CHECKLIST (CONT'D)**

**INVITATION FOR BID #2796, HYBRID VEHICLES**

**VENDOR** \_\_\_\_\_

<b>Specification</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
<b><u>Interior Features</u></b>			
Each vehicle purchased is to come with three (3) sets of keys (key fobs) and key codes			
<b><u>Safety Features</u></b>			
Eight (8) airbags			
Star Safety System - includes Enhanced Vehicle Stability Control, traction control, 4-wheel Anti-lock Brake System, Electronic Brake-force Distribution, brake assist and Smart Stop Technology (or equivalent)			
Toyota Safety Sense P - Pre-Collision System with pedestrian detection, Lane Departure Alert with steering assist, automatic high beams and full-speed dynamic radar cruise control (or equivalent)			
<b><u>Manuals</u></b>			
Legal documents delivered with vehicles and address owners as "Knoxville-Knox County Community Action Committee." Proper documentation to acquire license and registration is required at time of delivery			
<b><u>Workmanship</u></b>			
Workmanship throughout vehicles is to conform to highest standards of commercially accepted practice for class of work, and result in neat/finished appearance. Design of body/equipment which manufacturer proposes to furnish is to be such as to provide vehicles of substantial and durable construction in all respects			
Parts are new; no reconditioned obsolete parts accepted			
Vendors <b>must</b> submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment			
Vendors must clearly note any alternates bid			
<b><u>Warranty</u></b>			
All vendors must submit the manufacturer's standard new vehicle warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.			

**\*\*Vendor is to clearly mark any alternatives bid or any deviations from the listed specific**