

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Motorcycles** as specified herein. Bids must be received by **2:00 p.m.** local time on **December 7, 2023**. Late bids will be neither considered nor returned.

Deliver Bids to:

**Bid Number 3493
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865.215.5754. Questions may be emailed to robert.mackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at 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) working 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 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, multi-award basis, line-item basis, or schedule basis. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Responses 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. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. 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 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 Business Outreach Program, please contact:

Knox County Procurement Division
Diane Woods, Business Outreach Administrator or
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

- 1.9 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.10 **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.
- 1.11 **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 **DELIVERY:** Vendors must state the delivery time in their bid. Knox County requires that vendors deliver all products "free on board" to final destination. **There will be no hidden charges.**
- 1.13 **DESCRIPTIVE LITERATURE:** Vendors are to clearly identify the manufacturer and the specifications to which they are submitting. Vendors must provide descriptive literature with their bid.
- 1.14 **DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.
- 1.15 **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 and email submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time. Section V: Vendor Information and the Specifications Checklist, both at the end of this document **MUST** be attached with your electronic submission.
- 1.16 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." 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 www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," and 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.

- 1.17 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.18 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.19 **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.
- 1.20 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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.
- 1.21 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from 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 credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County 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.

- 1.22 **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.
- 1.23 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.24 **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.
- 1.25 **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
- 1.26 **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 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 **November 20, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.27 **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 term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- 1.28 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.29 **TERM AGREEMENT:** If this bid results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.

- 1.30 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.
- 1.31 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.
- 1.32 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 (24) months.
- 1.33 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 and click on “Online Vendor Registration”. Vendors must be registered with the Procurement Division prior to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the bid closing time.
- 1.34 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 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.
- 2.3 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.
- 2.4 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; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defense based on personal jurisdiction, venue, and inconvenient forum.
- 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 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or individual trait 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, which 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.

- 2.17 **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.
- 2.18 **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 of offset, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.19 **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.
- 2.20 **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.
- 2.21 **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 that 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.
- 2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' notice. 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.
- 2.23 **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 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Motorcycles desired by Knox County and the Knox County Sheriff's Office (KCSO). 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 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITIONS / DELETIONS:** Knox County reserves the right to add items/services to this term or delete items/services that have become obsolete in demand. Additional products or services will be done in writing and made part of the official bid file.
- 3.4 **AWARD LENGTH:** The length of this contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services 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 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.
- 3.6 CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.7 DEALER DECALS:** No dealer decals or emblems are to be attached to the motorcycles.
- 3.8 DELIVERY CONDITION OF MOTORCYCLES:** The condition of the motorcycles must be clean and rid of any trash and odors (i.e.: cigarette smoke) that are determined by Knox County to be offensive. If in the event Knox County determines the motorcycles must be washed or treated by a professional to rid the motorcycles of odors, Knox County will deduct the expenses from the bidder's invoice. Additionally, Knox County will place in the vendor's performance file a note referencing the unsatisfactory delivery.
- 3.9 DELIVERY LOCATION:** The delivery location shall be: Knox County Property Management, 1005 Stewart Street, Knoxville, Tennessee 37917, Attention: Property Officer, 865-215-5601.
- 3.10 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.
- 3.11 DISCONTINUED MODELS:** Vendors **must notify** the Knox County Procurement Division of any model number changes throughout the term of the bid. Successful vendor(s) **must submit** updates notifying the Procurement Division of model number changes. **Failure to not immediately notify the Procurement Division may be just cause for termination.**
- 3.12 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|-----------------|------------------|
| Price | 90 points |
| Delivery | 10 points |
- 3.13 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.
- 3.14 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.
- 3.15 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the purchase order number or contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to invoices@knoxsheriff.org.
- 3.16 MANUFACTURER AND ITEM NUMBER:** Bidder must indicate in their bid response the manufacturer/brand and item number of the product being bid. The phrases "As specified" and "As requested" will not be an approved nor appropriate response.

- 3.17 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.
- 3.18 NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.19 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open 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. Submission of your bid will be an acknowledgement to this provision.
- 3.20 PRICING:** Vendors are to quote a firm fixed price for the services noted herein 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 and KCSMO. Knox County and KCSMO reserve the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:
- 3.20.1** Continue with existing prices.
 - 3.20.2** Not accept the renewal offer.
 - 3.20.3** Request a lower price increase.

Any price increase shall reference 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.

- 3.21 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation. However, it is the intent of the KCSO to procure up to three (3) motorcycles on its initial purchase.
- 3.22 SUBMIT QUESTIONS:** Agencies may submit questions concerning this solicitation no later than **November 20, 2023 @ 4:30** p.m. local time. Submit questions as stated in Section 1.1.

SECTION IV SPECIFICATIONS

- 4.1 MOTORCYCLES:** The following lists the minimum specifications required for Motorcycles. These specifications come from the 2024 BMW R 1250 RT-P. Bidders must bid as specified or an approved equal. Knox County requests that vendors bid from current inventory to expedite the acquisition of the vehicle, if possible. Knox County understands the motorcycles may have to be ordered if not available from current inventory.

4.1.1 Technical Specifications

- Engine Layout: Air/water-cooled flat twin ('Boxer') 4-stroke engine, two camshafts and four radially aligned valves per cylinder, central balancer shaft
- Bore x Stroke: 102.5 mm x 76 mm
- Displacement: 1254 cc
- Rated Output: 136 hp (100kw) @7,750 rpm
- Max. Torque: 105 ft-lb (143 Nm) @ 6,250 rpm
- Compression Ratio: 12.5:1
- Mixture Control/Engine Management: Electronic intake pipe injection / BMS-X+ electronic engine management with E-Gas electronic throttle actuator, ride mode control (rain / road), optional Ride Modes Pro with additional dynamic mode, reduced throttle twist angle to 70°
- Emission Control: Closed-loop 3-way catalytic converter, emission standard EU-5
- Cooling System: Air / water precision cooled, thermostatically-controlled micro-cooled, large radiators with computer-controlled auxiliary fan drive
- Maximum Speed: 125+ mph (200 km/h)
- Fuel Consumption: 60 mpg at a constant 56 mph
- Fuel Type: Premium fuel 91 AKI (mid-grade 89 AKI with reduced performance)
- Alternator: Three-phase alternator 508 W w/auxiliary battery and power management via BCa

- Battery, Main: 12 V / 16 Ah, AGM maintenance-free
- Battery, Auxiliary: 12 V / 16 Ah, AGM maintenance-free, with computer controlled charging relay
- Clutch: Self-energizing wet clutch, 8-plates, hydraulic self-adjusting
- Gearbox: Constant mesh 6-speed gearbox with helical gear teeth
- Drive System: Shaft drive with integral torsion damper, std. ABS and traction control
- Frame: Continuous tubular steel bridge-type frame, bolt-on rear frame section
- Front Wheel Location/Suspension: BMW Motorrad Telelever, central spring strut, hydraulic steering damper
- Rear Wheel Location/Suspension: Cast aluminum single-sided swing arm with BMW Motorrad EVO Paralever; WAD strut (travel-related damping), spring preload hydraulically adjustable (continuously variable) at hand wheel, rebound damping adjustable
- Suspension Travel Front/Rear: 4.7/5.4 inches (120 mm / 136 mm)
- Wheelbase: 58.5 inches (1,485 mm)
- Castor: 4.6 inches (116 mm)
- Steering Head Angle: 63.6°
- Wheels: Cast aluminum wheels, MTH2 rim profile
- Rim, Front: 3.50 x 17"
- Rim, Rear: 5.50 x 17"
- Tires, Front: 120/70 ZR 17 Michelin Pilot Road 4
- Tires, Rear: 180/55 ZR 17 Michelin Pilot Road 4
- Brakes, Front: Dual disc brake, floating brake discs, diameter 320 mm, four-piston radial calipers
- Brakes, Rear: Single disc brake, diameter 275 mm, double-piston floating caliper
- ABS: BMW Motorrad Integral ABS (partial-integral)
- Length: 87.5 inches (2,222 mm)
- Width (Including Mirrors): 38.7 inches (983 mm)
- Height (Excluding Mirrors): 55.7 inches (1,416 mm)
- Seat Height/Weight: 31.7/32.5 inches Std (high: 32.7 / 33.5 inches; low seat: 29.9 / 30.7 inches)
- Weight, Wet: 279 kg (615 lbs)
- GVWR: 505 kg (1113 lbs)
- Payload Including Rider: 441 lbs (200 kg)
- Usable Tank Volume: 6.6 gallons (25.0 liters)
- Reserve: Approx. 1 gallon (4.0 liters)
- Saddlebag Volume: 23 liters each, top-opening
- Siren System: BMW twin speaker electronic siren with wail, yelp, hyper-yelp, air-horn, PA. SAE J1849 and CA Title 13 compliant. 120 dB (A) @ 3 m.
- Emergency Light System: BMW/Code 3 LED light system (maximum 10 LEDX light heads) with alternating flash sequence, channel segregation for front & rear and duplex LEDX auxiliary rear.
 - Blue
 - Duplex LEDX Rear Module
 - Blue/Blue
 - Twin Torus LED take-down lights
 - Single Torus LED alley lights
 - Auxiliary brake/tail LED lights
 - Auxiliary side turn signal lights
 - Saddlebag LED Lights, Blue
- Alley Lights: Integrated alley light function utilizing separate Torus LED, selectable alternating wig-wag with emergency light operation.
- Cruise Lights: Integrated cruise light function for front and rear facing LED emergency lights to steady burn at 10% power output.
- Take-down Lights: Integrated twin Torus LED, with selection switch for steady-burn or wig/wag alternating flash with emergency light operation.
- Radio Options:
 - Radio power plug connector
 - Radio "Y" harness
 - Accessory output plugs
 - Radio speaker plug
 - Radio quick mounting plate
 - Helmet headset interface plug

4.1.2 General Specifications:

- Night Black
- Additional fog lights
- Driving lights
- Extra ignition key
- 2.5 Ah battery charger
- Front 12V power outlet (lighter style)
- Kustom Raptor display head mount
- Kustom Eagle front and rear antenna mounts
- Kustom Raptor front and rear antenna mounts
- Kustom Raptor radar counter mount (in radio box lid)
- Kustom remote controller mounting bracket
- Kustom/Stalker mic remote mounting hardware
- Electronic lock-release integrated radio box with wiring ports, ground plate and antenna mount.
- Police-specific top-opening saddlebags with glove-friendly latch and optional work bag liner.
- Corrosion-resistant stainless-steel front and rear protection bar system.
- Linked dual 16 Ah maintenance-free batteries with 10 separately monitored equipment circuits.
- Adjustable dashboard display of system voltage, outside temperature, tire pressure, etc.
- Four-way emergency flashers as well as two-way rear flashers, blue ID lights.
- Central stand allowing easier maintenance such as tire changes, cleaning, etc.
- Wind tunnel optimized full fairing providing superior air management / comfort.
- All lights "off" switch with dimmable dashboard information display.
- Cruise lights for dimmed front and rear emergency light steady illumination.
- Wig-wag headlight function when emergency lights are activated (three selectable frequencies or off).
- Alley light switch enables independent illumination of L or R front side LED alley lights.
- Integrated fairing-mounted speakers for radio & radar, pre-wired inside radio box w/speaker mute switch.
- BCa managed electrical power connection bus inside radio box for all common equipment connections.
- Accurate digital police speedometer with pace-lock display.
- Three-tone BMW 120 dB twin-speaker siren system with wail/yelp/hyper-yelp, air horn and public address.
- Cutting-edge BMW/Code 3 LED emergency lighting system with LIN-bus control.
- Electrically-adjustable windshield, adjustable seat height, adjustable brake, clutch & shift lever.
- Full radio interference suppression system with optimized radio antenna and control head mount.
- Gun lock release handlebar switch and pre-wired harness for lock.
- Pre-wired moving radar connection (VSS, battery+, switched power +, ground)
- Pre-wired constant and switched-power circuits for computers, printers or video systems.
- Side stand holds motorcycles on grades up to 9% without locking mechanism (park in gear for steeper grades).
- Partial-integral ABS braking system with independent rear wheel brake control and traction control.
- Kickstand extension

Note: These are the minimum specifications for Motorcycles, or equal. This is not a comprehensive list of all specifications available. Bidders must submit accordingly.

4.2 **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed 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 4.2 may be just cause for rejection of bid.

4.3 **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.

4.4 **MANUALS:** The successful vendor shall furnish all owner's and operator's manuals for the motorcycles.

Note: Bidders need not return pages 1-10 with their response. Pages 11-16 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'S INFORMATION AND PRICING FOR INVITATION FOR BID #3493, MOTORCYCLES

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor Address _____

5.4 City _____ State _____ Zip _____

5.5 Telephone Number _____ Fax Number _____

5.6 Contact Person _____

5.7 E-Mail Address _____

5.8 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 _____
(Please sign original in blue ink)

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing signature _____
(Please sign original in blue ink)

5.9 Knox County Business License Number (If applicable). Please enclose a copy of license with bid.

5.10 Year, Manufacturer and Model of Motorcycles: _____

5.11 Cost to County:

5.11.1 Cost of one (1) Motorcycle: \$ _____

5.11.2 Cost of two (2) Motorcycles: \$ _____

5.11.3 Cost of three (3) Motorcycles: \$ _____

5.12 Number of business delivery days after receipt of purchase order? _____ days

5.13 Did you include the detailed submittal as per Section 4.2? _____ Yes _____ No

5.14 Did you include warranty information as per Section 4.3? _____ Yes _____ No

5.15 Did you include the Specifications Checklist? _____ Yes _____ No

5.16 Will you accept Knox County's VISA Card as a form of payment without additional fees? _____ Yes _____ No

5.17 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

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.

SECTION VI SPECIFICATIONS CHECKLIST BID 3493, MOTORCYCLES 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 motorcycles being bid meet the minimum specifications by marking the “Yes” or “No” box. If the minimum specifications are 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 | Comment |
|---|-----|----|---------|
| Engine Layout: Air/water-cooled flat twin ('Boxer') 4-stroke engine, two camshafts and four radially aligned valves per cylinder, central balancer shaft | | | |
| Bore x Stroke: 102.5mm x 76mm | | | |
| Displacement: 1254 cc | | | |
| Rated Output: 136 hp (100kw) @7,750 rpm | | | |
| Max. Torque: 105 ft-lb (143 Nm) @ 6,250 rpm | | | |
| Compression Ratio: 12.5:1 | | | |
| Mixture Control/Engine Management: Electronic intake pipe injection / BMS-X+ electronic engine management with E-Gas electronic throttle actuator, ride mode control (rain / road), optional Ride Modes Pro with additional dynamic mode, reduced throttle twist angle to 70° | | | |
| Emission Control: Closed-loop 3-way catalytic converter, emission standard EU-5 | | | |
| Cooling System: Air / water precision cooled, thermostatically-controlled micro-cooled, large radiators with computer-controlled auxiliary fan drive | | | |
| Maximum Speed: 125+ mph (200 km/h) | | | |
| Fuel Consumption: 60 mpg at a constant 56 mph | | | |
| Fuel Type: Premium fuel 91 AKI (mid-grade 89 AKI with reduced performance) | | | |
| Alternator: Three-phase alternator 508 W w/auxiliary battery and power management via BCa | | | |
| Battery, Main: 12 V / 16 Ah, AGM maintenance-free | | | |
| Battery, Auxiliary: 12 V / 16 Ah, AGM maintenance-free, with computer controlled charging relay | | | |
| Clutch: Self-energizing wet clutch, 8-plates, hydraulic self-adjusting | | | |
| Gearbox: Constant mesh 6-speed gearbox with helical gear teeth | | | |
| Drive System: Shaft drive with integral torsion damper, std. ABS and traction control | | | |
| Frame: Continuous tubular steel bridge-type frame, bolt-on rear frame section | | | |

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3493, MOTORCYCLES VENDOR _____

| Specification | Yes | No | Comment |
|---|-----|----|---------|
| Front Wheel Location/Suspension: BMW Motorrad Telelever, central spring strut, hydraulic steering damper | | | |
| Rear Wheel Location/Suspension: Cast aluminum single-sided swing arm with BMW Motorrad EVO Paralever; WAD strut (travel-related damping), spring preload hydraulically adjustable (continuously variable) at hand wheel, rebound damping adjustable | | | |
| Suspension Travel Front/Rear: 4.7/5.4 inches (120 mm / 136 mm) | | | |
| Wheelbase: 58.5 inches (1,485 mm) | | | |
| Castor: 4.6 inches (116 mm) | | | |
| Steering Head Angle: 63.6° | | | |
| Wheels: Cast aluminum wheels, MTH2 rim profile | | | |
| Rim, Front: 3.50 x 17" | | | |
| Rim, Rear: 5.50 x 17" | | | |
| Tires, Front: 120/70 ZR 17 Michelin Pilot Road 4 | | | |
| Tires, Rear: 180/55 ZR 17 Michelin Pilot Road 4 | | | |
| Brakes, Front: Dual disc brake, floating brake discs, diameter 320 mm, four-piston radial calipers | | | |
| Brakes, Rear: Single disc brake, diameter 275 mm, double-piston floating caliper | | | |
| ABS: BMW Motorrad Integral ABS (partial-integral) | | | |
| Length: 87.5 inches (2,222 mm) | | | |
| Width (Including Mirrors): 38.7 inches (983 mm) | | | |
| Height (Excluding Mirrors): 55.7 inches (1,416 mm) | | | |
| Seat Height/Weight: 31.7/32.5 inches Std (high: 32.7 / 33.5 inches; low seat: 29.9 / 30.7 inches) | | | |
| Weight, Wet: 279 kg (615 lbs) | | | |
| GVWR: 505 kg (1113 lbs) | | | |
| Payload Including Rider: 441 lbs (200 kg) | | | |
| Usable Tank Volume: 6.6 gallons (25.0 liters) | | | |
| Reserve: Approx. 1 gallon (4.0 liters) | | | |
| Saddlebag Volume: 23 liters each, top-opening | | | |
| Siren System: BMW twin speaker electronic siren with wail, yelp, hyper-yelp, air-horn, PA. SAE J1849 and CA Title 13 compliant. 120 dB (A) @ 3 m. | | | |
| Emergency Light System: BMW/Code 3 LED light system (maximum 10 LEDX light heads) with alternating flash sequence, channel segregation for front & rear and duplex LEDX auxiliary rear. | | | |

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3493, MOTORCYCLES VENDOR

| Specification | Yes | No | Comment |
|---|-----|----|---------|
| Alley Lights: Integrated alley light function utilizing separate Torus LED, selectable alternating wig-wag with emergency light operation. | | | |
| Cruise Lights: Integrated cruise light function for front and rear facing LED emergency lights to steady-burn at 10% power output. | | | |
| Take-down Lights: Integrated twin Torus LED, with selection switch for steady-burn or wig/wag alternating flash with emergency light operation. | | | |
| Radio Options: Radio power plug connector, Radio "Y" harness, Accessory output plugs, Radio speaker plug, Radio quick mounting plate, Helmet headset interface plug | | | |

6.2 GENERAL SPECIFICATIONS

| Specification | Yes | No | Comment |
|---|-----|----|---------|
| Night Black | | | |
| Additional fog lights | | | |
| Driving lights | | | |
| Extra ignition key | | | |
| 2.5 Ah battery charger | | | |
| Front 12V power outlet (lighter style) | | | |
| Kustom Raptor display head mount | | | |
| Kustom Eagle front and rear antenna mounts | | | |
| Kustom Raptor front and rear antenna mounts | | | |
| Kustom Raptor radar counter mount (in radio box lid) | | | |
| Kustom remote controller mounting bracket | | | |
| Kustom/Stalker mic remote mounting hardware | | | |
| Electronic lock-release integrated radio box with wiring ports, ground plate and antenna mount. | | | |
| Police-specific top-opening saddlebags with glove-friendly latch and optional work bag liner. | | | |
| Corrosion-resistant stainless steel front and rear protection bar system. | | | |
| Linked dual 16 Ah maintenance-free batteries with 10 separately-monitored equipment circuits. | | | |
| Adjustable dashboard display of system voltage, outside temperature, tire pressure, etc. | | | |
| Four-way emergency flashers as well as two-way rear flashers, blue ID lights. | | | |
| Central stand allowing easier maintenance such as tire changes, cleaning, etc. | | | |

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3493, MOTORCYCLES VENDOR _____

| Specification | Yes | No | Comment |
|--|------------|-----------|----------------|
| Wind tunnel optimized full fairing providing superior air management / comfort. | | | |
| All lights "off" switch with dimmable dashboard information display. | | | |
| Cruise lights for dimmed front and rear emergency light steady illumination. | | | |
| Wig-wag headlight function when emergency lights are activated (three selectable frequencies or off). | | | |
| Alley light switch enables independent illumination of L or R front side LED alley lights. | | | |
| Integrated fairing-mounted speakers for radio & radar, pre-wired inside radio box w/speaker mute switch. | | | |
| BCa managed electrical power connection bus inside radio box for all common equipment connections. | | | |
| Accurate digital police speedometer with pace-lock display. | | | |
| Three-tone BMW 120 dB twin-speaker siren system with wail/yelp/hyper-yelp, air horn and public address. | | | |
| Cutting-edge BMW/Code 3 LED emergency lighting system with LIN-bus control. | | | |
| Electrically-adjustable windshield, adjustable seat height, adjustable brake, clutch & shift lever. | | | |
| Full radio interference suppression system with optimized radio antenna and control head mount. | | | |
| Gun lock release handlebar switch and pre-wired harness for lock. | | | |
| Pre-wired moving radar connection (VSS, battery+, switched power +, ground) | | | |
| Pre-wired constant and switched-power circuits for computers, printers or video systems. | | | |
| Side stand holds motorcycles on grades up to 9% without locking mechanism (park in gear for steeper grades). | | | |
| Partial-integral ABS braking system with independent rear wheel brake control and traction control. | | | |
| Kickstand extension | | | |