

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Mobile Classroom Vehicles for CAC** as specified herein. Bids must be received by **2:00 p.m. on December 21, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3498
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 & 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 robert.mackey@knoxcounty.org or 865-215-5754. 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) 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 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. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 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. 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 or 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.

Solicitations 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 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, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: 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 regards 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 COPIES: Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are necessary if submitting electronically.

1.12 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.

1.13 DESCRIPTIVE LITERATURE: Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.

1.14 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.

1.15 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" 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.

- 1.16 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 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:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - 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 December 7, 2023 @ 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. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. 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 less than twenty-four (24) hours prior to the bid opening time.
- 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 **CIVIL RIGHTS AND MINORITY BUSINESS ENTERPRISES:** The successful bidder shall comply with the regulations of U.S. Department of Transportation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) which will be incorporated by reference and made a part of all contracts.
- 2.7 **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.
- 2.8 **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.

- 2.9 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 defenses based on personal jurisdiction, venue, and inconvenient forum.
- 2.10 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.
- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 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.
- 2.15 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.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer 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 proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration 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, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 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.

- 2.19 **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.
- 2.20 **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.
- 2.21 **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.
- 2.22 **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.
- 2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime by giving 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.
- 2.24 **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 upon request. 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 Mobile Classroom Vehicles for Knox County, and Knoxville/Knox County Community Action Committee (CAC) Head Start. 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. Vehicles will be used as mobile classrooms for the Home Base option of the Early Head Start Program.
- 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 OR DELETIONS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed upon price.
- 3.4 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction 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.
- 3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.6 **DEALER DECALS:** No dealer decals or emblems are to be attached to the Mobile Classroom Vehicles.
- 3.7 **DELIVERY CONDITION OF MOBILE CLASSROOM VEHICLES:** The condition of the Mobile Classroom Vehicles must be clean and rid of any trash and odors (i.e.: cigarette smoke) that are determined by Knox County to be an offense. If in the event Knox County determines the Mobile Classroom Vehicles must be washed or treated by a professional to rid the vehicles 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.

3.8 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 Mobile Classroom 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 Karen Estes at 865.524.0319 to schedule delivery. Delivery shall be determined by receipt signed by designated CAC representative (Karen Estes and Michael Humphreys) at the point of delivery and may be preceded by a cursory inspection of the vehicles.

3.9 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.

3.10 DESTINATION AND DELIVERY: Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be “free on board” to the County department.

3.11 DISCONTINUED ITEMS: The successful vendor(s) shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. The Knox County Community Action Committee will be the sole judge if the substitution is appropriate.

3.12 ENCLOSURES WITH BID: The vendor shall submit with their bid a specification sheet for the model of Mobile Classroom Vehicles bid. Failure to include this material may be just cause for bid rejection.

3.13 EVALUATION CRITERIA: The following criteria will be used to evaluate each bid. The number represents maximum possible points in each category.

Price	80 points
Delivery Time	20 points

3.14 EVALUATION REVIEW: Knox County (and participating entities) reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) 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 a 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 closing. The purpose of such discussions/interviews are to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.15 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.

3.16 INCURRED COST: Cost incurred in developing the bid or in anticipation of a award or, prior to full and final execution of the agreement is entirely the responsibility of the bidder and shall not be chargeable to Knox County or any other participating entity.

- 3.17 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.18 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new equipment. 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. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.19 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.
- 3.20 NO CONTACT POLICY:** After the date and time the bidder receives this IFB, any contact initiated by any bidder with any Knox County (or other participating entity) representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.21 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.
- 3.22 SUBMIT QUESTIONS:** Bidders are to submit questions in written format to Robert Mackey, Buyer, no later than **December 7, 2023 by 4:30 pm local time**. Questions must be to robert.mackey@knoxcounty.org. The Knox County Procurement Division will issue written addendum to all bidders.
- 3.23 SUBSEQUENT MODEL YEAR:** The successful vendor must advise the Knox County Procurement Division in writing of the date upon which a subsequent model year vehicles will be applicable for the purpose of Purchase Order issuance. All Purchase Orders issued after that date are to reflect the subsequent model year. Under no event shall any Purchase Order be accepted by, or vehicles be delivered by, the vendor until such approval has been so granted by Knox County Procurement.
- 3.24 TESTING:** Each complete vehicle and all working and moving parts and operating devices shall be thoroughly tested and put in operating condition by the manufacturer. The roofs, windows, windshields, and compartment doors of the vehicles shall be water tested in an approved manner and any leaks found shall be repaired in a workmanlike manner.

Prior to acceptance of vehicles by CAC, the manufacturer shall service and adjust vehicles for operation to include, as a minimum, the following:

- Focusing of lights
- Vehicle alignment after conversion
- Adjustment of accessories
- Checking of electrical braking and suspension systems
- Charging of battery
- Inflation of tires
- Alignment after conversion
- Balancing of all wheels
- Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient temperature at the point of delivery
- Servicing of cooling system with permanent type antifreeze and summer coolant for -20°F
- Servicing windshield washer with water and appropriate additives

- 3.25 TITLE DOCUMENTS:** Adequate documents for securing title shall be provided to CAC at the time of delivery.

SECTION IV SPECIFICATIONS

- 4.1 MOBILE CLASSROOM VEHICLES:** This bid is for two (2) Head Start Mobile Classroom Vehicles that will be used in the community to provide direct services to Head Start families. The total cost must include the price of the vehicles including the vehicle fabrication. The following specifications are considered the minimum requirements for the Mobile Classroom 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 vehicles may have to be ordered if not available from current inventory. These specifications come from a Class C 26'10" Winnebago Commercial Grade Shell.

4.2 **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed above for the vehicles 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 **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 4.2.

- 2023 or High Quality Pre-Owned (2016 or newer) with low miles Class C 26'10" Winnebago Commercial Grade Shell or equivalent-NEW **PREFERRED**
- Ford E-450 Chassis
- Triton V-8 Gasoline Engine
- TorqShift 6 Speed Automatic Transmission with grad braking capacity
- GVWR: 14,500 pounds
- Suspension: Twin I Beam Front Suspension
- Three-point safety belts and dual front airbags
- Rear auxiliary air springs
- Stainless steel wheel liners with valve extensions
- Sony 8.95-inch infotainment radio with SiriusXM, Apple Car Play, Android Auto, color rearview camera monitoring system, Bluetooth hands free calling, Bluetooth music and GPS commands thru Apple Car Play or Android Auto, and 3-year warranty
- Side video camera monitoring system
- Spare Tire and Rim
- Fuel Capacity: 55 gallons gasoline
- Safety Enhancements;
 - Adaptive Cruise Control employs both radar and camera technology to set a cruise speed and distance from the vehicles in front of you, an especially helpful feature in slow traffic conditions.
 - Active distance alert maintains your distance to the vehicle ahead of you and adjusts itself based on the movement of the vehicles ahead
 - Forward collision warning alerts you if it senses a potential collision, displays a flash in the instrument cluster and increases brake assist sensitivity to provide full responsiveness when you brake
 - Lane departure warning uses a camera mounted behind the windshield to scan road lane markings and detects an unintended lane departure during the day or night.
 - Driver alert recognizes repeated lane departures as a sign of fatigue and issues visual and audio alerts that it's time to pull over and take a break
 - Automatic emergency braking provides an audio alert, displays in the instrument cluster, and precharges and increases brake assist sensitivity to provide full responsiveness when you do brake
 - Post impact braking can potentially lessen the severity of a secondary collision by automatically applying moderate brake pressure when an initial collision event is detected
 - Electronic stability control senses when you begin to lose traction and automatically applies selective braking to help prevent your vehicle from sliding and skidding
 - Traction control applies selective braking to keep your wheels from excessively spinning and helps maintain traction
 - Hill start assist activates the anti-lock brakes for up to two seconds as you transition your foot from the brake to the accelerator

- o Tire pressure monitoring system
- o Automatic headlamp activation and automatic high beam control
- o Driver monitoring
- o Remote keyless entry

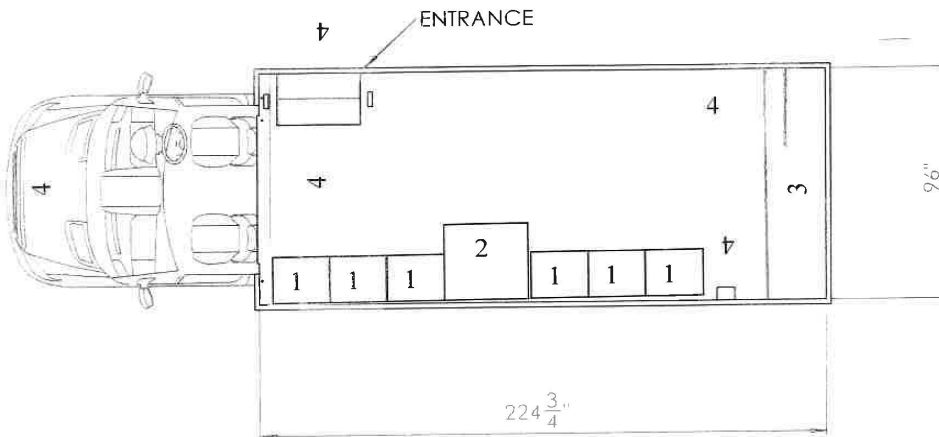
VEHICLES FABRICATION INFORMATION

- **Dimensions:** Approximately 285' long x 95' wide
- **Walls:** Fiberglass or white aluminum finish walls for clean and sterile presentation.
- **Ceiling:** Padded vinyl in off-white color
- **Flooring:** Flat floor on entire interior with commercial black coin flooring.
- **Generator:** Built in RV generator to be at large enough to allow for electrical and air conditioner/heating use.
- **Electrical:** Install new circuit box and breakers. Install wiring and six (6) electrical outlets where needed for client supplied equipment, shore power pigtail to be included.
- **LED Lighting:** Ceiling lighting to enable adequate lighting throughout vehicles.
- **Windows:** Two dual pane (2) windows to be installed. One (1) window to be installed on the driver side of vehicles and one (1) window to be installed on the passenger side of vehicles.
- **HVAC:** Install (1) roof mounted Air Conditioning unit and one (1) baseboard heater.
- **Cabinets:** Six (6) Economy Wall Cabinets to be 30" wide x 12" high x 12" deep and one (1) 36" Tall Cabinet. Cabinets to have locks and keys. Cabinet location to be discussed prior to installation.
- **Bench Seats:** One (1) bench seats with storage and cushions along the entire back wall to be installed
- **Camera System:** Prewiring for five (5) cameras to be installed per attached locations throughout vehicles
- **Awning:** Standard slide awning to be installed over doorway of vehicles

4.4 **WARRANTY:** All vendors must submit the manufacturer's standard new vehicles warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

4.5 **MANUALS:** The successful vendor shall furnish all owner's and operator's manuals for the Mobile Classroom Vehicles.

**KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE
HEAD START MOBILE CLASSROOM LAYOUT**



Design is not to scale

- 1: Small Wall Cabinets
- 2: Tall Wall Cabinet
- 3: Bench Seat
- 4: Camera Placement

NOTE: Bidders need not return pages 1-11 with their response.

SECTION V VENDOR INFORMATION BID 3498, CAC MOBILE CLASSROOM VEHICLES

5.1 Vendor Name _____

5.2 Vendor Address _____

City _____ State _____ Zip _____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number As Assigned By The Knox County Procurement Division _____

5.5 Contact Person: _____

Contact Phone: _____ Contact Email: _____

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: _____
(Please sign original in blue ink)

5.7 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)

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Did you include the correct number of copies as per Section 1.11? Yes: _____ No: _____

5.10 Will you accept an electronic commerce card (Visa) as payment as per section 1.19?

Yes: _____ No: _____

5.11 Year, Manufacturer and Model Number of Mobile Classroom Vehicles: _____

5.12 Total Cost of two (2) Mobile Classroom Vehicles, per Section 4.1: \$ _____

5.13 Guaranteed business days for delivery after receipt of a signed purchase order: _____ Business days

5.14 Did you attach the detailed submittal as per Section 4.2? Yes: _____ No: _____

5.15 Warranty as per Section 4.4? _____

5.16 Did you attach the Specification Checklist as per Section VI? Yes: _____ No: _____

5.17 I Acknowledge The Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.18 Do you accept the terms and conditions of the bid? YES _____ NO _____ YES WITH EXCEPTION _____

If not please give your detailed explanation:

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI SPECIFICATIONS CHECKLIST
VENDOR _____

BID 3498 Mobile Classroom Vehicles

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 Mobile Classroom Vehicles being 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.

6.1.1 Schedule 1 – Vehicles Information			
DESCRIPTION	YES	NO	COMMENT
2023 or High Quality Pre-Owned (2016 or newer) with low miles Class C 26'10" Winnebago Commercial Grade Shell or equivalent-NEW PREFERRED			
Ford E-450 Chassis			
Triton V-8 Gasoline Engine			
TorqShift 6 Speed Automatic Transmission with grad braking capacity			
GVWR: 14,500 pounds			
Suspension: Twin I Beam Front Suspension			
Three-point safety belts and dual front airbags			
Rear auxiliary air springs			
Stainless steel wheel liners with valve extensions			
Sony 8.95-inch infotainment radio with SiriusXM, Apple Car Play, Android Auto, color rearview camera monitoring system, Bluetooth hands free calling, Bluetooth music and GPS commands thru Apple Car Play or Android Auto, and 3-year warranty			
Side video camera monitoring system			
Spare Tire and Rim			
Fuel Capacity: 55 gallons gasoline			

6.1.1 Schedule 2 – Safety Enhancements			
DESCRIPTION	YES	NO	COMMENT
Active distance alert maintains your distance to the vehicles ahead of you and adjusts itself based on the movement of the vehicles ahead			
Forward collision warning alerts you if it senses a potential collision, displays a flash in the instrument cluster and increases brake assist sensitivity to provide full responsiveness when you brake			
Lane departure warning uses a camera mounted behind the windshield to scan road lane markings and detects an unintended lane departure during the day or night.			
Driver alert recognizes repeated lane departures as a sign of fatigue and issues visual and audio alerts that it's time to pull over and take a break			
Automatic emergency braking provides an audio alert, displays in the instrument cluster, and precharges and increases brake assist sensitivity to provide full responsiveness when you do brake			
Post impact braking can potentially lessen the severity of a secondary collision by automatically applying moderate brake pressure when an initial collision event is detected			
Electronic stability control senses when you begin to lose traction and automatically applies selective braking to help prevent your vehicles from sliding and skidding			
Traction control applies selective braking to keep your wheels from excessively spinning			

and helps maintain traction			
Hill start assist activates the anti-lock brakes for up to two seconds as you transition your foot from the brake to the accelerator			
Tire pressure monitoring system			
Automatic headlamp activation and automatic high beam control			
Driver monitoring			
Remote keyless entry			

6.1.1 Schedule 3 – Vehicles Fabrication Information			
DESCRIPTION	YES	NO	COMMENT
Dimensions: Approximately 285' long x 95' wide			
Walls: Fiberglass or white aluminum finish walls for clean and sterile presentation.			
Ceiling: Padded vinyl in off-white color			
Flooring: Flat floor on entire interior with commercial black coin flooring.			
Generator: Built in RV generator to be at large enough to allow for electrical and air conditioner/heating use.			
Electrical: Install new circuit box and breakers. Install wiring and six (6) electrical outlets where needed for client supplied equipment, shore power pigtail to be included.			
LED Lighting: Ceiling lighting to enable adequate lighting throughout vehicles.			
Windows: Two dual pane (2) windows to be installed. One (1) window to be installed on the driver side of vehicles and one (1) window to be installed on the passenger side of vehicles.			
HVAC: Install (1) roof mounted Air Conditioning unit and one (1) baseboard heater.			

Cabinets: Six (6) Economy Wall Cabinets to be 30" wide x 12" high x 12" deep and one (1) 36" Tall Cabinet. Cabinets to have locks and keys. Cabinet location to be discussed prior to installation.			
Bench Seats: One (1) bench seats with storage and cushions along the entire back wall to be installed			
Camera System: Prewiring for five (5) cameras to be installed per attached locations throughout vehicles			
Awning: Standard slide awning to be installed over doorway of vehicles			

*NOTE: IF SUBMITTING YOUR BID ELECTRONICALLY, PLEASE COMPLETE THIS SPECIFICATION CHECKLIST, AND ATTACH TO YOUR ELECTRONIC RESPONSE.