

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Durable Medical Equipment and Services** as specified herein. Bids must be received by **2:00 p.m. on November 21, 2024**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 3611  
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 Susan Colella, Buyer, at 865-215-5769. Questions may be emailed to [susan.colella@knoxcounty.org](mailto:susan.colella@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 on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).

**1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

**1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

**1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing <http://www.knoxcounty.org/audit/hotline.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 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 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 peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their 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 their bid such specifications, catalog prices, 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 their bid.

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Disadvantaged Business Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Disadvantaged Business Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865-215-5760  
Fax: 865-215-5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 DELIVERY:** Knox County requires that vendors deliver all products "free on board" destination.
- 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 On-Line Procurement System. Facsimile and email submissions are strictly prohibited.
- 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 at [www.knoxcounty.org/procurement](http://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 Section 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 NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) 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. Bidder submission of anything other than new materials may be cause for the rejection of the bid.
- 1.19 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.
- 1.20 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 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 from charging Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.21 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.
- 1.22 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.23 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.
- 1.24 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.
- 1.25 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Procurement Division by **4:30 p.m. Local Time on November 7, 2024.** These requirements also apply to specifications that are ambiguous.
- 1.26 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.
- 1.27 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 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.

- 1.29 **UNFORESEEN CIRCUMSTANCES:** 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.
- 1.30 **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.
- 1.31 **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.
- 1.32 **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](http://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.
- 1.33 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

**These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.**

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State and local laws, statutes, ordinances and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW; 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.
- 2.9 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 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.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or 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.

- 2.17 **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 and right of set-off, 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 and warehoused.
- 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, 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 with a minimum notice of thirty (30) calendar days. 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 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 Durable Medical Equipment as desired by Knox County and Knox County Health Department (KCHD). However, if awarded, any Knox County Department may purchase from the award. 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 may require a specific written action by Knox County so stating.
- 3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for each site/branch and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Contractor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency. Invoicing and account information for the Knox County Health Department is as follows:
  - 3.3.1 Knox County Health Department  
Attention: Leslie Collier  
140 Dameron Avenue  
Knoxville, TN 37917

- 3.4 **ADDITIONS OR DELETIONS OF GOODS/SERVICES:** Knox County may, but shall not be required to, request the vendor to add other goods or services for Knox County. Pricing for any additional goods or services will be negotiated with the vendor. Knox County may add or delete from the Contract one (1) or more goods or services in the pricing sheet without terminating the entire Contract.
- 3.5 **AUTHORIZED DEALER:** Vendors may be requested to submit signed, written documentation from the manufacturer giving authorization to provide the products for which they are bidding. If the Vendor is the manufacturer of the products for which they are bidding, they may submit a signed statement verifying that they are the manufacturer.
- 3.6 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises
- 3.7 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to Knox County. Certain felony convictions will prohibit individuals from servicing this department. The successful Contractor will be required to submit a list of all employees that will be servicing the Knox County account. This list must be kept current and include the full name, current address, social security number, valid driver's license number and phone number of each employee. All associated costs for the background checks will be the responsibility of Knox County. Personal information will be kept confidential.
- 3.8 **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 all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.9 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.10 **CATALOG DISCOUNT FOR DURABLE MEDICAL EQUIPMENT:** Bidders must state the percentage off of the current year catalog price for all items not listed in Attachment B. Bidders must, upon request, furnish a catalog to the County.
- 3.11 **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.
- 3.12 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with email confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have email capabilities.
- 3.13 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.14 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

- 3.15 CONTRACTOR'S RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:
- 3.15.1** Provide qualified supervision.
  - 3.15.2** Provide qualified workers.
  - 3.15.3** Perform work without unnecessarily interfering with Knox County activities or other Contractor(s).
- 3.16 DELIVERY/PICKUP:** The awarded vendor **MUST** have a local storefront that dispenses durable medical equipment. At least one (1) storefront must be located within two (2) blocks of a bus stop. Orders may be picked up at the vendor's storefront or delivered (delivery only in cases in which pickup is not a reasonable option). The patient must present a valid prescription, including a diagnosis code, and the individual's eligibility must be verified before the prescription is filled. Eligibility can be verified by the patient presenting a valid "Knox County Medical Program" eligibility card. Alternatively, the vendor can call the Knox County Health Department to verify an individual's eligibility. Upon award, a Knox County Health Department representative's contact information will be provided to the vendor.
- Vendors must deliver items within three (3) business days after receipt of a signed Purchase Order or credit card authorization. Failure of a vendor to deliver within the specified time, or within reasonable time as interpreted by Knox County, or failure to make replacements of rejected items when requested, immediately or as directed by the participating agency's Administrators, shall constitute authority for the participating agency to purchase from the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the Vendor shall reimburse Knox County, within a reasonable time specified by the agency, for any expense incurred in excess of the contract price.
- Note: Patients are required to sign for goods/services rendered and proof of signature must be submitted alongside the corresponding invoice. If goods are shipped directly to the patient, tracking information must be submitted with the corresponding invoice.
- 3.17 DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.18 DETAILED SUBMITTAL:** Bidders, upon request, may need to submit a detailed sheet listing the specification of the item(s) priced.
- 3.19 DISCONTINUED ITEMS:** Vendors must notify the Knox County Procurement Division of any discontinued items, item number changes, or changes in package size throughout the term of the bid. Successful vendor(s) must submit updates notifying the Procurement Division of item number changes. Vendor must notify the Knox County Procurement Division of any anticipated shortages. Failure not to immediately notify the Procurement Division may be just cause for termination.
- 3.20 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- |       |            |
|-------|------------|
| Price | 100 Points |
|-------|------------|
- 3.21 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the bid 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 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 which is in the best interest of Knox County.
- 3.22 EXPIRATION DATES:** If applicable, the expiration date for any item must be no less than six (6) months from the date the order is received by the County.



- 3.23 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 sub-contract 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 sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract 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.
- 3.24 HIPAA/HITECH:** The Contractor must ensure compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), as applicable.
- 3.25 INSURANCE CHECKLIST:** The Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the bidder's willingness to obtain and maintain the insurance, bidders **must** complete, sign and have his/her insurance agent sign the insurance checklist and submit it with their bid. Upon Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverages and naming Knox County as the additional insured.
- 3.26 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.
- 3.27 INVOICE DETAIL:** Knox County is requesting invoices show the following details to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- 3.27.1** The invoice must show the amount due to the Contractor by Knox County.
- 3.27.2** The invoice must show an itemized detailed service/material count, including: type of service(s)/item(s), quantity by type(s) of service(s)/item(s), the associated unit price for the service(s)/item(s), percent discount applied, final cost to Knox County, delivery location (address to be included), date the item/service was rendered, and the Contract number, as applicable.
- 3.27.3** Invoices are to be original and uniquely pre-numbered.
- 3.27.4** Invoices which do not show this information are subject to rejection.
- 3.28 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of that invoice. Rejected invoices will be returned to the Contractor for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.
- 3.29 MATERIAL SAFETY DATA SHEETS:** Successful bidder(s) must, upon request, provide Material Safety Data Sheets (MSDS) to the County, as applicable.
- 3.30 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.
- 3.31 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- 3.32 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.
- 3.33 ON-LINE ORDERING:** Bidders may also list a website on which the County may place orders, if available.
- 3.34 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.35 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider.
- Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:
- 3.35.1** Continue with the existing prices.  
**3.35.2** Request a lower price increase.  
**3.35.3** Not accept the renewal offer.
- 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.
- 3.36 QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services. Products will be purchased on an as needed basis.
- 3.37 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular goods/services proposed.
- 3.38 RETURN POLICY:** Bidders must state the return policy in their response. Items must be accepted as returns if, through no fault of Knox County, they are broken, defective, incorrect items, etc.
- 3.39 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.
- 3.40 SAMPLES:** Knox County reserves the right to request samples after bids are opened and before an award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten (10) business days following the issuance of an Intent to Award. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 3.41 SUBMIT QUESTIONS:** All questions regarding this bid must be submitted to Susan Colella, no later than **4:30 p.m. Local Time on November 7, 2024**. Submit questions by email to [susan.colella@knoxcounty.org](mailto:susan.colella@knoxcounty.org).
- 3.42 SUBSTITUTIONS:** Any substitutions must be approved by Knox County or their designee prior to delivery. Delivery of a substituted item without prior notification is at the Contractor's risk and refusal to accept the substituted item will be at the Contractor's expense.

**Note: Bidders need not return pages 1 – 10 with their response.**

**SECTION IV VENDOR INFORMATION FOR INVITATION FOR BID 3611**

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

4.1 Vendor: \_\_\_\_\_

4.2 Vendor number assigned by Knox County: \_\_\_\_\_

4.3 Street Address: \_\_\_\_\_  
City State Zip

4.4 Contact Person: \_\_\_\_\_

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

4.5 Vendor's email address: \_\_\_\_\_

4.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature \_\_\_\_\_  
*Sign Original in Blue Ink*

4.7 Pursuant to Tennessee Code of 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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in a boycott of Israel.

Authorizing Signature: \_\_\_\_\_  
*Sign Original in Blue Ink*

4.8 Vendor's Knox County Business License Number (if applicable): \_\_\_\_\_  
*Attach a Copy of the License*

4.9 Will you accept the VISA Credit Card as payment per Section 1.20?  Yes  No

4.10 Is your company in full compliance with Section 2.21, Tax Compliance?  Yes  No

4.11 Did you include warranty information per Section 2.23?  Yes  No

4.12 Can your company meet the 3 business day delivery requirements outlined in Section 3.16?  Yes  No

Storefront Address(es): \_\_\_\_\_  
*Add additional sheet if more space is required*

4.13 Did you complete and return Attachment A (Insurance Checklist)?  Yes  No

4.14 Did you complete and return Attachment B (Pricing)?  Yes  No

4.15 Please state the percentage off list price or manufacturer's suggested retail price for any items not listed:

Catalog Name: \_\_\_\_\_ Percentage off: \_\_\_\_\_% Website link: \_\_\_\_\_

4.16 If an electronic catalog is not available, have you included a hard copy of the catalog?  Yes  No  N/A

4.17 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

**4.18** 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:

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**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
INVITATION FOR BID NO. 3611**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)														COMBINE SINGLE LIMIT (Per-Accident) \$1,000,000 BODY INJURY (Per-Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)	
X	ANY AUTO-SYMBOL (1)																		
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;"></td> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">OCCUR</td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td style="width: 20px;"></td> <td style="width: 40px;">POLICY</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 40px;">PROJECT</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="width: 20px;">LO</td> </tr> </table>		CLAIM MADE	X	OCCUR	GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	X	PROJECT				LO	LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/AG GREGATE \$ 2,000,000
	CLAIM MADE	X	OCCUR																
GEN'L AGGREGATE LIMITS APPLIES PER																			
	POLICY	X	PROJECT																
			LO																
NO	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																
NO		PROFESSIONAL LIABILITY																	
NO NO NO NO	10.	ARCHITECTS & ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM																
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																
NO	13.	MOTOR CARGO INSURANCE																	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																
NO	17.	DISHONESTY BOND	\$																
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. **Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.**

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. **Certificate of Insurance shall show the IFB number and title.**

24. Other insurance required \_\_\_\_\_.

**Insurance Agent's Statement and certification:** I have reviewed the above requirements with the Contractor named below and have advised the Contractor of required coverage.

Agency Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**Contractor's Statement and Certification:** If awarded the Contract, I will comply with the Contract insurance requirements.

Contractor's Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
PRICING  
INVITATION FOR BID NUMBER 3611**

VENDOR: \_\_\_\_\_

<b>Item</b>	<b>Rental or Purchase</b>	<b>Brand Priced (if Bidding Alternate)</b>	<b>Item Number (if Bidding Alternate)</b>	<b>List Price</b>	<b>Discount to Knox County</b>	<b>Final Price to Knox County</b>
CPAP Rental- ResMed (includes Heated Humidifier) Item No. 37208	<b>Rent</b>					<b>/Monthly</b>
BiPAP Rental- Resironics Dream Station BiPAP Auto Item No. DSX700T11C	<b>Rent</b>					<b>/Monthly</b>
CPAP Rental- Resironics Dream Station Item No. DSX500T11C	<b>Rent</b>					<b>/Monthly</b>
BiPAP Rental- ResMed AirCurve 10 VAuto Item No. 37212	<b>Rent</b>					<b>/Monthly</b>
Heated Humidifier Rental Item No. DSXH Resironics	<b>Rent</b>					<b>/Monthly</b>
Phillips Resironics Dream Wear Nasal CPAP Mask with Headgear (Cushion Fitpack) Item No. 1116700	<b>Purchase</b>					<b>/Each</b>
ResMed Climate Line Tubing Item No. 37296	<b>Purchase</b>					<b>/Each</b>
ResMed HumidAir CPAP Standard Water Tub Item No. 37299	<b>Purchase</b>					<b>/Each</b>
ResMed AirFit P10 Support Item No. 62900	<b>Purchase</b>					<b>/Each</b>
Regular Tubing Item No. Sunset TUB006	<b>Purchase</b>					<b>/Each</b>
ResMed Climate Line Tubing Item No. 37296	<b>Purchase</b>					<b>/Each</b>
Chin Strap Item No. Sunset CS003R	<b>Purchase</b>					<b>/Each</b>
ResMed AirFit F20 Medium Replacement CPAP Mask Cushion Item No. 63468	<b>Purchase</b>					<b>/Each</b>
Nasal Cushions Item No. Resironics 1116741	<b>Purchase</b>					<b>/Each</b>
Nasal Pillows Item No. Resironics 1125035	<b>Purchase</b>					<b>/Each</b>
Full Face Mask Item No. Fisher Paykel Simplus 400476	<b>Purchase</b>					<b>/Each</b>

VENDOR: \_\_\_\_\_

Item	Rental or Purchase	Brand Priced (if Bidding Alternate)	Item Number (if Bidding Alternate)	List Price	Discount to Knox County	Final Price to Knox County
Full Face Mask Cushion Item No. Fisher Paykel 400HC580	Purchase					/Each
Reusable Filters Item No. Resironics 1122446	Purchase					/Each
Phillips Respironics Pollen Filter for Dream Station CPAP, Reusable Item No. 1122446	Purchase					/Each
Respironics Dream Station Disposable CPAP Filters, 2 pack Item No. 1122518	Purchase					/Each
Disposable Filters Item No. Sunset 2107	Purchase					/Each
Water Chambers Item No. Resmed 37299	Purchase					/Each
Pulse Oximetry Test						/Each
Essential Medical Supply Offset Handle Cane Item No. 1340	Purchase					/Each
Quad Cane Item No. Essential W1303BL	Purchase					/Each
Medline Two-Button Folding Walker (without wheels) Item No. 864104	Purchase					/Each
Knee Walker- Free Spirit Knee Walker Item No. P4000	Purchase					/Each
Rollator Walker- Driver Medical Item No. DRVR800BL	Purchase					/Each
Walker with Wheels- Medline Item No. MDS86410W54	Purchase					/Each
Oxygen Concentrator- 5L Item No. Resironics 1020015	Rent					/Monthly
Oxygen Concentrator- 10L Item No. Resironics M10600	Rent					/Monthly
Portable Regulator Item No. Sunset RES042	Rent					/Monthly
Oxygen Tank Refill- M6						/Each
Oxygen Tank Refill- D						/Each
Oxygen Tank Refill- E						/Each
Oxygen Tank Refill- H						/Each



VENDOR: \_\_\_\_\_

Item	Rental or Purchase	Brand Priced (if Bidding Alternate)	Item Number (if Bidding Alternate)	List Price	Discount to Knox County	Final Price to Knox County
Oxygen Tank Refill- M						/Each
Sunset Healthcare Solutions Nebulizer Item No. NEB100	Purchase					/Monthly
Nebulizer Administration Kit- Mask Item No. Medline HCS4485	Purchase					/Each
Nebulizer Administration Kit- Mouthpiece Item No. Medline HCS4483	Purchase					/Each
Standard Drive Wheelchair Item No. SSP218DDa-SF	Rent					/Monthly
Lightweight Drive Wheelchair Item No. K318DDA-SF	Rent					/Monthly
Heavy Duty Drive Wheelchair Item No. STD22ECDDA-SF	Rent					/Monthly
Extra Heavy Duty Drive Wheelchair Item No. STD22ECDDA-SF	Rent					/Monthly
Transport Wheelchair Item No. Compass Medical KT1912B	Purchase					/Each
Labor for repairs (Hourly)						/Hour

Note: Any deviations from item specifications must be clearly noted. If necessary, attach additional pages detailing deviations.