

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **July 23, 2024**. Late bids will be neither considered nor returned.

Deliver Bids to:

**Bid Number 3576
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@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.
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified 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 bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become 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 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

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

- 1.8 **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.
- 1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.
- 1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.
- 1.12 **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, 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.
- 1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: 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.
- 1.16 **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.
- 1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

- 1.18 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 bidders' ability.
- 1.19 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on July 9, 2024**. These requirements also apply to specifications that are ambiguous.
- 1.21 SIGNING OF BIDS:** **In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- 1.22 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.23 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.
- 1.24 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 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.
- 1.25 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.
- 1.26 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.27 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.
- 1.28 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products 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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **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 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.
- 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, subcontractor 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) Contract, (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, right of offset, 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.

- 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 that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23 TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24 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. 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 obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. 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 items that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.
- 3.6 BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.
- 3.7 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 reserves the right to make such changes after consultation with the vendor. 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 services.
- 3.8 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 an email confirmation.

- 3.9 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor 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.
- 3.10 CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor's work is less than \$25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**
- 3.11 CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). 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 successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.
- 3.12 CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.
- 3.13 CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.
- 3.14 CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.
- 3.15 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**
- 3.16 DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 points
Contractor Capabilities & Experience*	20 points

*The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **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.

3.20 **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.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETING:** A Pre-Bid Meeting will be held on Tuesday, June 25, 2024 beginning at 3:30 pm local time. This Pre-Bid Meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Vendors are encouraged to attend. However, the meeting is not mandatory.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

- 3.26.4** That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.
- 3.27** **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.
- 3.28** **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.
- 3.29** **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.30** **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.
- 3.31** **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.
- 3.32** **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.
- 3.33** **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **July 9, 2024** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.34** **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10 hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.
- 3.35** **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.
- 3.36** **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Contractors may bid on as many or as few trade categories as they are licensed and qualified to perform. All bidders **must** provide a bid for the General/Labor Trade category. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each individual construction activity. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

- 4.2 ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.
- 4.3 ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.
- 4.4 ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.
- 4.5 FEDERAL CONTRACT PROVISIONS:** Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.
- 4.6 INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: <https://www.tn.gov/commerce/regboards/contractors.html>.

- 4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.
- 4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**
- 4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.
- Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. 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. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.
- 4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID. Register at <https://sam.gov/content/home>. Assistance may be provided by Knox County Grants and Community Development as needed.
- 4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

- 5.1 Vendor Name _____
- 5.2 Knox County Vendor Number _____
- 5.3 Vendor Address _____
 City _____ State _____ Zip _____
- 5.4 Contact Person _____
- 5.5 Telephone Number _____
- 5.6 E-Mail Address _____

5.7 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.

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 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 in BLUE ink)

5.8 Knox County Business License Number _____
 (If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)
 ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 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:

- 5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO
- 5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO
- 5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO
- 5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO
- 5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO
- 5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO
- 5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

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

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Instructions: All bidders must bid on the General/Labor Category below. Contractors may then bid on as many or as few trade categories as they are licensed and qualified to perform. Bids will be evaluated by trade category. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

In cases where the work order for a job cannot be fully captured using the activities listed in the bid, hourly labor rates may be used to calculate miscellaneous or otherwise missing construction costs. Hourly labor rates are included in the General Category, which is required for all bidders. There is also a Materials Delivery Fee which can be applied to cover the cost of acquiring and delivering materials to the jobsite.

*Note: The Knox County Home Rehabilitation Program requires the use of ‘builder-grade’ materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.

Trades and Activities	Unit	Cost
General/Labor (Provide bid for applicable Skilled Trades listed. Fore example, a plumbing company need not provide a labor rate for an electrician unless they are licensed to do electrical work and plan to also bid the Electrical Trade Category. List other labor categories as necessary.)		
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Concrete/Asphalt		
Driveway Repair	Linear Ft	
Driveway Slab	Sqft	
Sidewalk Repair	Sqft	
Sidewalk Pour	Sqft	
Formwork	Linear Ft	
Concrete Sealing	Sqft	

Trades and Activities	Unit	Cost
Demolition		
Remove Detached Buildings	Sqft	
Remove Decks	Sqft	
Haul Scrap	Weight	
Deconstruction	Sqft	
Demolition	Sqft	
Foundation Removal	Sqft	
Concrete Removal	Sqft	
Site Survey	Sqft	
Assessment and Planning	Each	
Utility Disconnect	Each	
Grading and Leveling	Sqft	
Backfilling	Cu Ft	
Remove Duct System	Sqft	

Trades and Activities	Unit	Cost
Yard Drainage Prices		
Downspout ext direct connect gutter	Linear Ft	
Catch Basin	Each	
French Drain with Pop-up	Linear Ft	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Decking		
Repairs	Linear Ft	
Girders	Linear Ft	
Joists	Linear Ft	
Complete Deck Build - Rails and Stairs	Sqft	
Decking	Sqft	
Railing	Each	
Footers	Each	
Stairs	Each	
Railings	Linear Ft	
Ramps	Sqft	
Staining	Sqft	
Pressure Washing	Sqft	
Painting	Sqft	
Sealing	Sqft	

Trades and Activities	Unit	Cost
Drywall		
Drywall hanging	Sqft	
Taping	Linear Ft/Per Board	
Mudding/Finishing	Sqft /Per Board	
Patching	Each	
Prep Work	Sqft	
Wall Repair	Sqft	
Floor Insulation - Remove	Sqft	
Floor Insulation - Install	Sqft	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Electrical		
Switches	Each	
Receptacle Install	Each	
Ceiling Fan Install	Each	
Interior Light Fixture Install	Each	
Exterior Light Fixture Install	Each	
Exhaust Fan Install	Each	
Appliance Hookup	Each	
Breaker Box Replacement	Each	
Switch Covers	Each	
Smoke Detector Wiring/Install	Each	
Repair Circuit	Each	
Box Repair	Each	
Rewire Entire Home	Sqft	
Replace Breaker box and service and meter	Sqft	
Inspect and Test Entire Electrical System	Each	
GFCI Receptacle	Each	
Junction Box	Each	

Trades and Activities	Unit	Cost
Flooring		
Vinyl Replacement	Sqft	
Remove Flooring	Sqft	
Reinforce Flooring	Sqft	
Girder Install	Linear Ft	
Underlayment	Sqft	
Subfloor Repair	Sqft	
Vinyl - Removal	Sqft	
Tile - Install	Sqft	
Tile - Removal	Sqft	
Floor Reinforcement	Sqft	
Floor Insulation	Sqft	
Carpeting - Remove/Replace	Sqft	
Replace Floor, Subfloor, and Vinyl	Sqft	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Foundation and Crawlspace		
Foundation Repairs	Each	
Excavation	Cu Ft	
Reinforcement	Sqft	
Waterproofing	Sqft	
Backfill	Cu Ft	
Anchoring	Each	
Framing	Sqft	
Vapor Barrier - Remove	Sqft	
Vapor Barrier - Install	Sqft	
Remove Debris	Sqft	
Remove foil between joists	Each	
Expansion Joint	Linear Ft	
Insulation - Remove	Sqft	
Insulation - Install	Sqft	
Cracked wall repair	Linear Ft	
Cracked slab repair	Linear Ft	
Underpinning	Each	
Vents	Each	
Sealing penetrations	Each	
Dehumidifier - Install	Each	
Seal Vents	Each	
Ground Barrier - Install	Sqft	
Wrap Pillars	Each	
Insulation Barrier Taped - Install	Sqft	
Loose Laid Ground Barrier - Install	Sqft	
Subfloor Insulation - Install	Sqft	
Spray and Seal Subfloor	Sqft	
Mold Inhibitor Wood Protectant	Sqft	
Air Seal Subfloor	Sqft	
Active Ventilation System	Each	
Drain Tile - Install	Linear Ft	
Sump Pump Basin and Plumbing - Install	Each	
Sump Pump Battery Backup	Each	
Seal Rim Joists	Linear Ft	
Insulate Rim Joists	Linear Ft	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Foundation and Crawlspace Continued		
Install Door	Each	
Air Purifier - Install	Each	
Level Floor with Gravel	Cubic Ft	
Temporary Dry Space	Sqft	
Spray Foam Brick/Stone	Sqft	
Condensate Pump - Install	Each	
Concrete Crack Repair	Each	
Carbon Fiber	Each	
Steel I-beam Wall Support	Each	
Jack Post	Each	
Steel I-beam Floor Support	Each	
8' Steel I-beam floor support	Each	
12' Steel I-beam floor support	Each	
Sister joists	Linear Ft	
Radon System (no elec)	Each	
Radon Fan Only (no elec/no plastic/no pipe)	Each	
Eliminator Brack (installed on Sill plate)	Each	

Trades and Activities	Unit	Cost
Hazards and Pests		
Asbestos removal	Sqft	
Mold remediation	Sqft	
Lead Paint Testing	Sqft	
Lead Paint Remediation	Each	
Lead Paint Clean to Clearance	Sqft	
Lead Paint Low Dust	Each	
Lead Paint Soil Treatment	Linear Ft	
Lead Paint Remediation - Enclose Trim	Sqft	
Lead Paint Remediation - Stabilize Column	Each	
Termite Treatment	Sqft	
Pest Termination	Sqft	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Attic & Ductwork Prices		
Install Multi-Layer Insulation	Sqft	
Air Seal	Sqft	
Install 1 Attic Gator	Each	
Install 1 Gable Fan with Electric	Each	
Air Seal Lights	Each	
Remove insulation (per 6-inches)	Sqft	
Install Baffles	Each	
Blow in R19 (6-inches) fiberglass	Sqft	
Duct purification system	Each	
Air Purifier	Each	
Install LED recessed lights (retro fit)	Each	
Air seal knee wall R10 Foamboard	Sqft	
Gutter Guards	Linear Ft	
Gutter Cleaning	Linear Ft	
Install Soffit Vents (black/white)	Each	
E70 dehumidifier with drip pan	Each	
E80 dehumidifier with drip pan	Each	
E100 dehumidifier with drip pan	Each	
Electrical per outlet	Each	
Clean Ducts (1 unit up to 10 runs)	Each	
Clean ducts-cost per additional run	Each	
Apply mold fog to ducts (per unit)	Each	
Clean Dryer Vent	Each	
Air seal cold air return	Each	
Air seal register flex duct both ends	Each	
Air seal large supply/return flex duct both ends	Each	
Remove/replace small flex duct with insulation	Each	
Remove/replace large flex duct with insulation	Each	
Air seal/insulate 1 small hard duct	Each	
Air seal/insulate 1 large hard duct	Each	
Remove only small ducts as part of encapsulation	Each	
Remove only large ducts as part of encapsulation	Each	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
HVAC/Mechanical		
HVAC Install	Each	
HVAC Recharge	Each	
HVAC Repair	Each	
Mini split	Each	
Duct cleaning	Each	
Hot water heater	Each	
Appliances	Each	
Washer	Each	
Dryer	Each	
Dish washer	Each	
Duct repair	Each	
Duct insulation	Linear Ft	
Duct fabrication	Linear Ft	
Duct install	Sqft	
Leak repair	Each	
Refrigerant line	Each	
Vent replacement	Each	
Gas lines	Each	
Electrical connection	Each	
Condensate drain	Each	
Emergency HVAC repair	Each	
Energy audit	Each	
Thermostat	Each	
Heat Pump	Each	
System design	Each	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Painting		
Interior painting	Sqft	
Exterior painting	Sqft	
Paint removal	Sqft	
Priming interior	Sqft	
Priming exterior	Sqft	
Masking	Each	
Trimming	Linear Ft	
Drywall	Sqft	
Mudding/taping	Sqft	
Plaster	Sqft	
Textured plaster	Sqft	
Wall panels	Sqft	

Trades and Activities	Unit	Cost
Plumbing		
Toilet install/repair	Each	
Bathtub/shower install/repair	Each	
Sink install/repair	Each	
Drain clearing	Each	
Faucet instal/repair	Each	
Water heater install/repair	Each	
Sump pump install/repair	Each	
Backflow Prevention Installation	Each	
Drain Cleaning and Unclogging	Each	
Leak Detection and Repair	Each	
Pipe Insulation	Each	
Pressure Regulator Installation	Each	
Plumbing Code Compliance	Each	
Emergency Plumbing Services	Each	
Misc. Bathroom Repairs	Each	
Supply Line Replace	Linear Ft	
Relocate Water Line	Each	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Roofing		
Roof Inspection	Each	
Roof Removal	Sqft	
Shingles	Sqft	
Patch Leaks	Each	
Underlayment	Sqft	
Decking Install/Repair	Sqft	
Drip Edge	Linear Ft	
Vent Collars	Each	
Gutters	Linear Ft	
Gutter stripping	Linear Ft	
Downspout	Linear Ft	
Broken Shingle Repair	Sqft	
Repair Flashing	Each	
Rotting Decking Repair	Sqft	
Leak Detection	Each	
Flashing Install	Linear Ft	
Ice and Water Barrier	Sqft	
Soffit Repair/Install	Linear Ft	
Fascia Install/Repair	Linear Ft	
Attic Ventilation	Each	
Complete Roof Replacement	Sqft	
EPDM Roof Install	Sqft	
Chimney Repair	Each	
Insulation - Remove	Sqft	
Insulation - Install	Sqft	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Siding		
Wooden siding	Sqft	
Vinyl siding	Sqft	
Aluminum siding	Sqft	
Siding repair	Sqft	
Siding inspection	Each	
Repairing damaged siding	Sqft	
Siding Installation	Sqft	
Siding Removal	Sqft	
Weatherproofing and Insulation	Sqft	
Trim and Molding Installation	Linear Ft	
Siding Flashing Installation	Linear Ft	
Siding Underlayment Installation	Sqft	
Siding Ventilation Installation	Each	
Siding Painting or Staining	Sqft	
Siding Replacement	Sqft	
Vinyl Siding Repair and Replacement	Sqft	
Fiber Cement Siding Installation	Sqft	
Wood Siding Restoration	Sqft	
Engineered Wood Siding Installation	Sqft	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Septic		
Leak repair	Each	
Cleaning	Each	
Permitting	Each	
Site Assessment	Each	
Septic System Design	Each	
Excavation and Site Preparation	Sqft	
Septic Tank Installation	Each	
Distribution Box Installation	Each	
Drainfield Installation	Sqft	
Septic Tank Pumping and Cleaning	Each	
Septic Inspection	Each	
Septic Repair	Linear Ft	
Septic Tank Riser Installation	Each	
Septic System Upgrade	Each	
Septic System Abandonment	Each	
Septic Tank Alarm Installation	Each	
Septic Tank Effluent Filter Installation	Each	
Odor Detection and Remediation	Each	
Septic System Pump Replacement	Each	
Septic System Drainfield Restoration	Sqft	
Septic Tank and Drainfield Replacement	Each	
Sewer Connection	Each	

SECTION VI PRICING FOR BID 3576, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder _____

Trades and Activities	Unit	Cost
Carpentry		
Joist Repair/Reinforce	Linear Ft	
Door Replacement - Interior	Each	
Door Replacement - Exterior	Each	
Door Replacement - Glass	Each	
Window Replacement	Each	
Window Sills	Each	
Framing	Sqft	
Ceiling Repair	Each	
Trim/Molding	Linear Ft	
Countertop Install	Linear Ft	
Cabinets	Linear Ft	
Cabinets - Demo	Linear Ft	
Exterior Deck	Sqft	
Hardwood Flooring	Sqft	
Subfloor Repair/Replace	Sqft	
Bathroom Vanity	Each	
Grab Rails	Each	
Handrail	Each	
Reinstall Door	Each	
Remove Window	Each	

ATTACHMENT A
BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3576

SEALED BIDS WILL BE RECEIVED BY: Knox County Procurement Division
 1000 N. Central Street, Suite 100
 Knoxville, Tennessee 37917

UNTIL: 4:00 p.m. Eastern Time July 23, 2024
 TIME DATE

COMPLETE ALL BLANKS!

BIDDER _____
STREET ADDRESS _____
CITY, STATE ZIP CODE _____
TENNESSEE CONTRACTOR'S LICENSE NUMBER _____
LICENSE CLASSIFICATION _____
 (if applicable to this project) Dollar Limit

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B
AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2 _____.

Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2023 in Tennessee: \$ _____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

Anticipated Subcontractors:

Major Equipment Owned:

Number of Service Trucks/Type:

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email: _____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
6. New Restrictions on Lobbying, 31 C.F.R. Part 21.
7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.
8. Generally applicable federal environmental laws and regulations.
9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A HUD employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. <https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf>
11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$30,000.
16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:
 - a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
 - b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and

- the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
19. 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 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.
 20. 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.
 21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than \$200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. <https://www.hud.gov/section3>
 22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). <https://www.law.cornell.edu/uscode/text/42/4831>
 23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor 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 contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.
 24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.
 25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. **BUILD AMERICA BUY AMERICA:** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
27. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** If a Contract exceeds \$150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).