

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Solar Auditor Services for CAC** as specified herein. Bids must be received by **2:00 p.m.** on **August 23, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3581
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865.215.5754. Questions may be emailed to robert.mackey@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) 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 Bids.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, multi-award basis, line-item basis, or schedule basis. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

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

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

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

- 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, one (1) exact copy. No additional copies are required when submitting electronically.
- 1.10 **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.
- 1.11 **DESCRIPTIVE LITERATURE:** Vendors are to clearly identify the manufacturer and the specifications to which they are submitting. Vendors must provide descriptive literature with their bid.
- 1.12 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and/or email submission is strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time. Section V: Vendor Information and Attachments A through D, at the end of this document, **MUST** be attached with your electronic submission.
- 1.13 **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 online vendor registration and maintenance, electronic receipt of Purchase Orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online 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 online 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.
- 1.14 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.16 **NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of their bid.
- 1.17 **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.
- 1.18 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 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.
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.21.1** Be submitted on recycled paper;
 - 1.21.2** Not include pages of unnecessary advertising;
 - 1.21.3** Be made on both sides of each sheet of paper;
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **August 9, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.23 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.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.26 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.
- 1.27 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.
- 1.28 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

- 1.29 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.30 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "KNOXBUYS," and then "Online Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.31 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee.

Each party consents to personal jurisdiction thereto and waives any defense based on personal jurisdiction, venue, and inconvenient forum.

- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award, and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance, or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, individual trait or character 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 nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.17 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) Written Contract, (2) Invitation for Bids, (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, upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Auditors to provide Residential Solar Audit services projects for Housing and Energy Services grant funds on an "as needed" basis for the contract period as desired by the Knoxville-Knox County Community Action Committee (CAC). The award of this Contract will be based on a Best Value procurement. 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 an acceptance of products/services that are provided. Acceptance requires a specific written action by Knox County or CAC so stating.
- 3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for the Knox County CAC Housing & Energy Services 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 Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

- 3.3.1 Invoices for Knox County CAC:
CAC Housing & Energy Services
Attn: Accounts Payable
P.O. Box 51650
Knoxville, TN 37950
OR Email to: April.Farmer@cachousing.org and Jeffrey.Vincent@cachousing.org

- 3.4 **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.
- 3.5 **ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

- 3.6 AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 3.7 AWARD STATUS:** Knox County/CAC intends to issue a one (1) year 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. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County/CAC desire not to renew, no reason needs to be given.
- 3.8 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.
- 3.9 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.10 BONDING COMPANIES:** Contractors are advised that the selected bidder(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. 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 Knox County.
- 3.11 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.12 COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.
- 3.13 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor 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 vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- 3.14 CONSTRUCTION MATERIALS/WARRANTY:** The Contractor shall be solely responsible for all construction, methods, techniques, sequences, and procedures. The Contractor shall furnish all materials, equipment, machinery, tools, and labor to perform the work required to complete the project and assure that all materials will be new, free from faults and defects and in conformance with Standards as set forth by the funding sources. Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) apply when using Federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. The Buy America preference requirement applies to all the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award for identified EPA financial assistance funding programs.

The Contractor shall remedy defects identified by the agency associated with faulty materials or workmanship which appear within one (1) year of the completion date following final inspection by the Agency.

- 3.15 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. 7

The Contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner 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 the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

- 3.16 DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.17 ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of Knox County/CAC buildings. 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 CAC's Housing and Energy Department prior to reporting to a site for work.
- 3.18 ESTIMATE PREPARATION:** Contractor may 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) calendar days from acceptance by CAC. All estimation and quotation shall be provided at no cost or obligation to Knox County or CAC.
- 3.19 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contact(s) to County personnel. Any newly appointed contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.20 CONTRACT EXECUTION:** The award of this bid may result in a Contract between CAC and the successful bidder(s). CAC will draft this contract and no vendor forms (e.g.: Terms and Conditions, Service Agreements, or other standard Company forms) will be accepted as Contract attachments. The Contract must be approved and signed by the Knoxville/Knox County CAC Executive Director. Vendors are hereby cautioned that no contract shall be binding unless signed by the Executive Director. A Purchase Order may also be generated to encumber the funds necessary for each project.
- 3.21 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	60 Points
Business Capabilities & Resources	20 Points
Experience/References	20 Points

- 3.22 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.

- 3.23 FUNDING PARTNERS:** Projects may be funded in part by the U.S. Environmental Protection Agency, The Greenhouse Gas Reduction Fund, U.S. Department of Energy's Weatherization Assistance Program, Tennessee Housing Development Agency, Knoxville Utilities Board, U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grants, HUD Home Investment Partnership Act, HUD Office of Lead Hazard Control and Healthy Homes, the City of Knoxville, Knox County, the Affordable Housing Trust Fund of East Tennessee Foundation with support from the City of Knoxville, the City of Morristown, East Tennessee Development District, and/or local funding.

3.24 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

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

3.25 INSURANCE: The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign, and have its insurance agent sign the attachment and submit it with the bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverage, endorsement pages issued by your insurance company and listing Knoxville/Knox County CAC as additional insured. CAC must receive all of the COI requirements listed above prior to any work or services being provided. It shall be the successful Contractor's responsibility to keep a current COI on file with Knox County Procurement at all times.

3.26 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted 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 to 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 detail of items;

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 those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives a correct invoice.

3.29 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. There shall be no component billing.

3.30 LICENSING: All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

- 3.31 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of commercial grade or better.
- 3.32 **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.
- 3.33 **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 Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.34 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing (email) to the Knox County Procurement Division prior to the time set for the opening of bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bids.
- 3.35 **PERFORMANCE AND PAYMENT BONDS:** The successful Contractor(s) may be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. Knox County and/or CAC reserve the right to require a Performance Bond and a Payment Bond on any project regardless of the value of the project.

The bonds will be returned upon the successful and satisfactory completion of the project. Vendors are advised that 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: all required bonds must be issued through companies licensed to do business in the State of Tennessee.

- 3.36 **PERMITS:** The bidders are responsible for obtaining any and all required permits at no cost to Knox County or CAC.
- 3.37 **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:

- 3.37.1 Continue with the existing prices;
- 3.37.2 Request a lower increase;
- 3.37.3 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.

- 3.38 **PROHIBITION OF ILLEGAL IMMIGRANTS:** The Contractor shall not knowingly utilize the services of an illegal immigrant on any worksite and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant. The Contractor shall maintain records for all personnel providing services for any job. The personnel records shall be made available for review and random inspection at any reasonable time upon reasonable notice.
- 3.39 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.40 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Purchases will be made on an as-needed basis.
- 3.41 **REFERENCES:** Vendors must submit a list of three (3) references with which you have placed this type of service within the past three (3) years.

Show the name of the agency or institution, person to contact, their telephone number, their email address and the nature and size of the contract. Do not list Knox County Government or CAC as a reference.

- 3.42 REMOVAL OF CONTRACTOR'S EMPLOYEES:** The successful Contractor(s) agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County or CAC may require that the successful Contractor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County or CAC.
- 3.43 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:
- 3.43.1** 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
 - 3.43.2** 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
 - 3.43.3** That such temporary and permanent work required by the Contract Documents as is to be done by the firm 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
 - 3.43.4** 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.
- 3.44 REQUIREMENTS CONTRACT ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. CAC will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for CAC for the period of the contract indicate the need for this service and/or supplies. The contractor understands and agrees that CAC is under no obligation to the Contractor to buy any amount.
- 3.45 RIGHT TO SEPARATELY BID PROJECTS:** Knox County & CAC reserve the right to separately bid any project when it is in their best interest.
- 3.46 SAFETY AND PROTECTION:** The Contractor(s) 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 their employees on all safety issues as required by OSHA regulations for the project.

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.

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.

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. All work is to be done as required by OSHA, EPA and AHERA.

The Contractor shall be responsible for providing placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of the utmost importance to CAC and all costs associated are the responsibility of the Contractor.

Knox County and CAC 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 the project manager.

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.

3.47 SCHEDULING OF WORK: Contractor(s) shall cooperate with CAC in performing work so that interference with normal programming will be held to a minimum. Contractor(s) shall follow all EPA notification requirements.

3.48 SECTION 3 CLAUSE: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low- income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract.

Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

3.49 SUBCONTRACTORS: Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.50 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **August 9, 2024, at 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.

3.51 TRASH CONTAINERS: Bidders are advised that CAC policy does not allow Contractors to utilize on-site trash bins paid for by CAC or any client. Bidders are responsible for removing and disposing of all debris associated with the work to be performed.

3.52 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:** Every residential participant in CAC's Solar Programs must have an initial inspection (Pre-Audit) performed by a qualified assessor before any work is performed. In some instances, the auditor may identify conditions which will not allow work to be performed (Deferred Initial Inspection). Once the work has been completed the home must have a quality control inspection (Post-Audit) performed to insure all work is completed to standard. In some instances, a contractor fails to complete all required measures to standard. An additional Quality Control Inspection (Subsequent Inspection) is required to review the items which failed the initial Post-Audit. CAC may also request the Auditor compile the recommended measures into a scope of work (Work Order) using a standard template or online tool.
- 4.2** CAC utilizes both Staff and Contracted Auditors and anticipates the need for 175+ audits in the next 5 years (dependent upon grant funding).
- 4.3** Every auditor must exhibit expertise with the approved audit tool and participate in all mandatory auditor training.
- 4.4** The Contractor shall provide all audit results to the Agency and upload results into the database if applicable. Audit results to include, but not be limited to the following items:
- Pre-Audit
 - Field notes and diagrams
 - Recommended Scope of Work
 - Diagnostic test results
 - Digital pictures of items to be included in the work order, and/or inspected, in a format acceptable to the Agency
 - Justification for any required diagnostic test not performed
 - Client Education documentation
 - List of deferral conditions and digital pictures, in a format acceptable to the Agency (if applicable)
 - List of measures not completed to standard and digital pictures, in a format acceptable to the Agency (if applicable)
 - Any additional items as required by the Agency.
- 4.5** The auditor will also be required, as part of their regular job duties, to provide client education and to install low-cost energy measures and/or life safety devices for the unit.
- 4.6** All auditors are expected to have access to all required diagnostic equipment, including Solar Pathfinder Tool or equivalent, a blower door, combustion analyzer, combustion gas detector and personal CO monitor, and have expertise in the use of the equipment.
- 4.7** An individual who has contracted to work with a sub-grantee as an auditor cannot also be approved for installation work as a contractor for that same sub-grantee. Any individual who is a certified auditor and contractor may only contract to perform one of the functions with the sub-grantee.

(Note: Bidders do not need to return pages 1 – 13 with their submission)

SECTION V VENDOR INFORMATION FOR BID # 3581, SOLAR AUDITOR SERVICES FOR CAC

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

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____
City State Zip

5.4 Contact Person: _____

Telephone Number: _____

5.5 Vendor's e-mail address: _____

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

Authorizing Signature: _____
Sign Original in Blue Ink

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

Authorizing Signature: _____
Sign Original in Blue Ink

5.8 Vendor's Knox County Business License Number (if applicable): _____
Attach a Copy of the License

5.9 Will your company accept an Electronic Commerce (VISA) Card as a method of payment? (See Section 1.18) YES: _____ NO: _____

5.10 Is your company in full compliance with Section 2.21 Tax Compliance? YES: _____ NO: _____

5.11 Did you attach a copy of your Contractor's License as detailed in Section 3.31? YES: _____ NO: _____

5.12 Did you complete "Attachment A" Pricing? YES: _____ NO: _____

5.13 Did you complete "Attachment B" Experience/References? YES: _____ NO: _____

5.14 Did you complete "Attachment C" Insurance Checklist? YES: _____ NO: _____

5.15 Did you complete "Attachment D" Drug-Free Workplace? YES: _____ NO: _____

5.16 I acknowledge receipt of: (Please write yes if you received one)

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

5.17 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:

ATTACHMENT A
PRICING FOR BID # 3581, SOLAR AUDITOR SERVICES FOR CAC

Bids shall be based on the criteria listed below. Please indicate in the bid response any exceptions. Additional sheets to list equipment can be attached.

Number of Non-Clerical Employees Directly Assigned to CAC Account	
Years in Business	
Number of Employees	
Major Equipment Owned	

SERVICES TO BE QUOTED

DESCRIPTION	Price/Percentage
Initial Inspections (Pre-Audit):	
Deferred Initial Inspections:	
Quality Control Inspections (Post-Audit):	
Quality Control Inspections (Subsequent Inspections):	
Scope of Work (Work Orders):	
Subcontractors (Cost plus %) (Subcontractors quote must accompany your quote.)	%
Additional professional services rate, minimum base rate	
Additional professional services rate, per hour	

COST FOR PERFORMANCE BOND: CAC will reimburse the vendor for the actual cost of any required performance and payment bonds for any project equal to or greater than \$100,000. Vendor is to provide a price for the bond with the bid submission. However, vendor will not be required to obtain the bonds until the first project is assigned to the vendor.

MINIMUM ELIGIBILITY REQUIREMENTS:

- Register as a vendor with Knox County per Section 1.30.
- Have been a licensed business for at least one (1) year
- Current Business License
- NABCEP PV Installation Professional
- State of TN Contractor, S-Solar Class
- OSHA 30 Training Certificate
- EPA Lead Renovation, Repair, and Painting (RRP) Training Certification
- Proof of Registration with the System for Award Management at www.sam.gov (Excluded Parties are not eligible for award)

OPTIONAL ATTACHMENTS:

- Building Performance Institute's Energy Auditor (EA) and/or Quality Control Inspector (QCI) Certification
- Lead Safe Weatherization Training Certificate
- Other relevant training, licenses, and/or certificates.

Attachment B
Reference Check Form
BID # 3581, SOLAR AUDITOR SERVICES FOR CAC

REFERENCES OF SIMILAR ACCOUNTS

Bidder: _____

Bidders shall submit a list of three (3) projects of similar size which have been in service for at least one year, and within the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. **References checks will be sent via e-mail only.** Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

I _____ hereby certify that (company) _____

has performed the following services within the last three (3) years.

NAME OF BUSINESS THAT WAS SERVICED: _____
CONTACT NAME: _____
ADDRESS: _____ EMAIL: _____
AMOUNT OF CONTRACT: \$ _____ PHONE: _____
TYPE OF WORK: _____

NAME OF BUSINESS THAT WAS SERVICED: _____
CONTACT NAME: _____
ADDRESS: _____ EMAIL: _____
AMOUNT OF CONTRACT: \$ _____ PHONE: _____
TYPE OF WORK: _____

NAME OF BUSINESS THAT WAS SERVICED: _____
CONTACT NAME: _____
ADDRESS: _____ EMAIL: _____
AMOUNT OF CONTRACT: \$ _____ PHONE: _____
TYPE OF WORK: _____
TYPE OF WORK: _____

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID # 3581, SOLAR AUDITOR SERVICES FOR CAC**

The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 23.

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 ANY AUTO-SYMBOL (1) X	COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000
			BODY INJURY (Per -Person) \$1,000,000
			BODY INJURY (Per-Accident)
			PROPERTY DAMAGE (Per-Accident) \$100,000
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE \$ 1,000,000
			FIRE LEGAL LIABILITY \$ 50,000
			MED EXP (Per person) \$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY \$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$ 2,000,000
YES	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
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED
NO	9.	UMBRELLA LIABILITY COVERAGE	\$
		PROFESSIONAL LIABILITY	
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- ,OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGES(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTOR NAMED BELOW 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 D

BID # 3581, SOLAR AUDITOR SERVICES FOR CAC

AFFIDAVIT OF COMPLIANCE WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by 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 bid 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: _____