

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Traffic Control Services** as specified herein. Bids must be received by **2:00 p.m. on December 12, 2024**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 3616  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to [brian.hubbs@knoxcounty.org](mailto:brian.hubbs@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 may be obtained on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).

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

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

**1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, 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, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on a schedule basis, item-by-item basis, an all or none basis or by multiple award whichever is in the best interest of the County. 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 respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses 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.

**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:

Knox County Procurement Division  
Diane Woods, Business Outreach Administrator  
Telephone: 865-215-5760  
Fax: 865-215-5778  
Email: [diane.woods@knoxcounty.org](mailto: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 being submitted by hand be submitted with one (1) marked original and one (1) exact copy.
- 1.10 DECLARATIVE STATEMENT:** 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 may result in their bid being non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 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](http://www.knoxcounty.org/procurement), register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.14 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.15 NON-COLLUSION:** Vendors, 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.
- 1.16 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. 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 E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce 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.
- 1.17 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.
- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders 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, requests that bids be sent electronically. Bids being submitted on paper shall:
- 1.19.1** Be submitted on recycled paper
  - 1.19.2** Not include pages of unnecessary advertising
  - 1.19.3** 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 Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.
- Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **12:00 p.m. local time on November 25, 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 bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services and the vendor's subsequent response.
- 1.22 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.23 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.
- 1.24 TITLE VI OF THE 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.
- 1.25 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.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.
- 1.27 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.
- 1.28 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses 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 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.
- 2.15 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 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.
- 2.17 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) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

**2.23** **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

**3.1** **INTENT:** The intent of this bid is to convey to prospective bidders the type and quality of Traffic Control Services as desired by the Knox County Engineering and Public Works. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

**3.2** **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

**3.3** **ACCOUNT SET-UP:** The successful vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works 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 vendor(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** Knox County Engineering and Public Works  
Attn: Accounts Payable  
205 West Baxter Avenue  
Knoxville, TN 37917

**3.4** **ADDITIONS/DELETIONS:** 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.

**3.5** **AWARD STATUS:** Knox County 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 desire not to renew, no reason needs to be given.

**3.6** **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the Contractor's staff providing services to certain information-sensitive departments (i.e. Knox County Sheriff's Office and the court system areas). Certain felony convictions will prohibit individuals from servicing these departments. All costs associated with background checks will be the responsibility of Knox County.

**3.7** **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

**3.8** **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all, of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

**3.9** **CERTIFICATIONS:** Contractor shall maintain all applicable state and federal certifications required to provide this type of service. Contractor's equipment operators shall be certified in the proper operation of the equipment they will provide. Copies of current certifications shall be included in their bid package.

**3.10** **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

- 3.11 **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 them.
- 3.12 **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 contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting.

The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

- 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 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.
- 3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "Free on Board" to the County department.
- 3.16 **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 Annotated, and **must** provide the Affidavit, **Attachment B**, required by Public Acts, 2000, Chapter 918.
- 3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Cost	80 Points
Resources/Services	20 Points

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

- 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 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.

**3.20 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.

**3.21 INSURANCE:** The successful vendor must carry the insurance as indicated on **Attachment A**. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

**3.22 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

**3.23 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 the invoice.

**3.24 INVOICE REQUIREMENTS:** Knox County is requesting invoices show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) 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.

**3.24.1** Each invoice must show the amount due to the Contractor by Knox County.

**3.24.2** All invoices shall be submitted within thirty (30) days of work being performed.

**3.24.3** Each invoice must show: daily work quantities by category, number of units, unit of measure, unit price as per the contract, the total amount due for that item per day, as well as any additional information as required by Knox County.

**3.24.4** Invoices are to be original and uniquely pre-numbered.

**3.24.5** Submit original invoice and one (1) exact copy.

**3.24.6** Invoices that do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. 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 "Bill To" 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. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.



- 3.25** **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-finishing or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable State law.
- 3.26** **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.
- 3.27** **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.28** **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bid.
- 3.29** **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.30** **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.
- 3.31** **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:
- Continue with the existing prices,
  - Request a lower price increase,
  - Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and Knox County Engineering and Public Works, the approval notification will be done in writing and the contractor 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.

- 3.32** **QUANTITIES:** Knox County does not guarantee any quantities to be ordered at any one particular time. There shall be no minimum order requirements from the vendors as this agreement is on an "as needed" basis. Knox County will make every effort to order even quantities but no guarantee is given or implied.
- 3.33** **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 3.34** **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

**3.35 RESOURCES:** Bidders **must** provide a summary detailing the number of employees, equipment, and certifications held within their business to be used for traffic control services. The list shall include, but not be limited to, a description of vehicles and equipment, including age and condition, staff members and their experience, and other resources that will be used to perform the work for the County.

Bidders must furnish satisfactory documentation stating that they have operated or are presently operating a traffic control services business of the type described in this document and they have done so under all conditions prevailing in this area. The County prefers that bidders have performed this type of service for minimum of three (3) years. If a bidder has not operated such a system for this amount of time, sufficient information must be provided with their bid in order to substantiate their experience in comparable fields or that they employ qualified personnel enabling them to comply with the requirements of the bid specifications.

The Contract will not be awarded to any bidder that has an unsatisfactory performance record, inadequate experience or who lacks the necessary organizational and equipment to conduct and complete the services in strict accordance with the specifications.

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary resources and abilities to furnish the service specified herein in a satisfactory manner, and the bidder may also be required to show past history which will enable the Procurement Director to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

**3.36 SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) 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 as by TOSHA, 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 the department designee.

Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

**3.37 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

**3.38 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **12:00 p.m. local time on November 25, 2024**. Submit questions as noted in Section 1.1.

**3.39 TENNESSEE REGISTRATION:** Bidders must be licensed to do business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be included in the sealed envelope with their bid.

**3.40 THIRD PARTY CONTRACTORS:** Vendors whom submit a bid and plan on using a third party for providing any service for their bid, must explicitly let Knox County know beforehand. Vendors and their third party must adhere to all terms and conditions set forth for this bid. Knox County will not have any contractual liability for any third party Contractors.

## SECTION IV SCOPE OF WORK

**4.1 COUNTY INTENT:** The County is seeking a contractor(s) for Traffic Control Services in Knox County. The awarded contractor(s) will be called upon on an as needed basis primarily during normal business hours. Vendors are requested to price the individual items separately. Invoices must show the individual price of each item or service rendered.

**4.2 CONTRACTOR'S RESPONSIBILITIES:** Contractor shall provide:

### 4.2.1 Unit Rates -

- A. Normal Business Hours** – Traffic Control Services will be requested on an as needed basis primarily during normal business hours Monday through Friday from 7:30 a.m. to 4:30 p.m. however, evening and nighttime work may be required. Notice for these services will be given at least seventy-two (72) hours in advance of the start date with start time and job site location provided as well. Start time is defined as the time the flag crew is requested to be at the work location. End time is defined as the time when Knox County or a Knox County Contract Crew finishes work, flagging equipment is removed and/or the flagging crew leaves the job site. Knox County does not pay for flag crew travel time to the job site or for travel time from the work site back to the traffic control office.
- B. Emergency Call-Outs** - Certain circumstances such as seasonal storms, flooding and other natural disasters that affect our roads and infrastructure requires the County to respond. Knox County is requesting that bidders bid an emergency call-out rate of service as well as an emergency rate of service on holidays. Either emergency response shall require the Contractor to be on-site within two (2) hours after receiving notification from the County. The County will notify the Contractor of the street address, cross street if available and what is the situation. The Contractor will be required to submit a list of emergency contacts and phones numbers.
- C. Definition of a Day** - A day shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.
- D. Labor Rate Adjustment** – Incomplete Crew: In cases where the Contractor cannot supply a full crew for the entire work shift, the Contractor shall make an adjustment to the invoice to Knox County when one of the Contractor's crew members is absent and is not replaced by the Contractor. For each full hour that a crew member is absent on a work shift, the Contractor shall credit Knox County the absent crew member's billable hourly rate. The credit shall appear as a line item on the monthly invoice with the specific job site location noted.
- E. One (1) Person Flag Crew Labor Rate:** The rates bid on the Unit Price Sheet are a bundled rate consisting of a qualified one (1) person flag crew with vehicle and equipment as specified. Furnish one (1) person flag crew composed of one (1) trained American Traffic Safety Services Association (ATSSA) flagman wearing Personal Protective Equipment (PPE), one (1) company vehicle with company name on it and strobe warning lights, signage and lane channeling devices meeting applicable codes and standards, flagging devices, including suitable for after dark operations, 2-way communications equipment, all proper for traffic reduction.
- F. Two (2) Person Flag Crew Labor Rate:** The rates on the Unit Price Sheet are a bundled rate consisting of a qualified two (2) person flag crew with vehicle and equipment as specified. Furnish two (2) person flag crew composed of two (2) trained ATSSA flagmen wearing PPE, one (1) company vehicle with company name on it and strobe warning lights, signage and lane channeling devices meeting applicable codes and standards, flagging devices including suitable for after dark operations, 2-way communications equipment, all proper for traffic lane reduction operations.
- G. Setup Crew Labor Rate:** In cases where Contractor labor is to provide a traffic control setup and teardown with flagging operations NOT required, the Contractor shall use hourly Extra Labor Rate, Section H below, for this service. Rates are per person.
- H. Extra Labor Rate:** The rates bid are for Extra Labor (Flagger or Technician) only, without additional equipment. The Extra Labor rates will be used only when additional labor (for example, a 3<sup>rd</sup> person) is needed on the jobsite that is not part of the labor supplied with the flagging crew, or at the sole discretion of Knox County.

Extra Labor used on Knox County jobsites shall meet the same safety, appearance and performance standards as Crew Labor. All persons serving as Extra Labor shall be fully qualified and capable of performing the job as required.

- I. **Extra Equipment Rate:** The rates bid are for Extra Equipment only, without personnel. The Extra Equipment rates will be used only when additional Extra Equipment is needed on the jobsite that is not part of the standard equipment supplied with the crew. Charges will be incurred only for the time the Extra Equipment is on an active job site. Extra Equipment used on Knox County jobsites is to meet the safety, functionality, and applicable standard codes. Extra Equipment is not subject to overtime rates. Extra Equipment includes all expendable supplies necessary to operate equipment, including fuel or batteries. All persons operating Extra Equipment must meet all applicable codes, laws, regulations, and be trained and knowledgeable in the operation of Extra Equipment.
  - J. **Outsourced Material Mark Up Rate:** This line item is the percentage mark up over Contractor's cost invoice for rental of material. Materials may consist of special signage, channeling devices, arrow boards, or other required items that are not a part of the Contractor's existing domicile supply or cannot otherwise be procured from Contractor's resources in a timely manner to meet an emergency. Any material charges that are not a part of Contractor's standard equipment or extra equipment must be approved by Knox County authorizing the work. Contractor is expected to maintain sufficient inventory of equipment to perform work without routinely renting 3<sup>rd</sup> party equipment.
  - K. **Professional Services:** Contractor shall provide professional services when required and at the request of Knox County. Professional Services include but are not limited to: participation in traffic control design meeting and discussions. Preparation of sketches or drawings in accordance with County and/or State requirements, including Engineer's stamp, if needed. Perform field measurements and data gathering. Provide professional Traffic Control advice to Knox County when requested. Provide testimony or deposition on Knox County's behalf when needed. All professional services to be priced on an hourly basis.
  - L. **Cancellation Period** – Knox County will not be responsible for payment if a crew is cancelled prior to one (1) hour before the scheduled report time.
- 4.2.2 Materials Supply** – Contractor shall supply all traffic control equipment and materials needed to perform work. Contractor shall supply at Contractor's expense all incidental material required to perform work such as, but not limited to uniforms, PPE, shop rags, hand cleaners, tools and tooling to assemble and disassemble equipment, Contractor is responsible for transportation of equipment and materials to and from jobsite.
- 4.2.3 Contractor Furnished Equipment** – Contractor shall furnish all traffic control equipment necessary to perform work. Contractor furnished equipment shall comply with all Knox County, state and federal requirements and specifications. Contractor shall maintain adequate inventory of traffic control equipment to handle all routine daily traffic control requirements. Equipment shall be located centrally within the Knox County boundaries for efficient deployment and retrieval.
- 4.2.3 Vehicles** – Contractor shall supply company owned or leased late model clean company vehicles of consistent make and color for transportation of Contractor's crew and for operations at the work site. The vehicles are to have Contractor's name on the side and be equipped with strobe warning lights and, if required, traffic advisor arrow board.
- 4.2.5 Communications** – Contractor to provide Flaggers with 2-way radio equipment as required to perform flagging operations or otherwise communicate on the job site. Contractor to provide crews on site with cell phones in order to communicate with Knox County supervisors.
- 4.2.6 Signage and Channeling Devices** – Contractor shall supply all signage and channeling devices as required to perform routine daily work. Included are arrow boards, light message boards, barricades, cones, barrels, caution tape and signs. All equipment is to be maintained in good working order and secure in its placement while on the jobsite. Defective, broken, scarred, scrapped, bent, dirty, vandalized, stolen, or otherwise damaged equipment is to be immediately removed from the jobsite and replaced with equipment in good condition.

- 4.2.7 Special Equipment** – Contractor shall respond in a time efficient manner to requests for special equipment as soon as Contractor is made aware of the requirement. Special projects or emergency situations may require truck mounted attenuators or additional inventory in Contractor’s local yard.
- 4.2.8 Personal Protective Equipment** – Contractor to provide all required PPE for Contractor’s employees working on the jobsite. Equipment shall include, but not limited to, reflective vests, hard hats, safety-toed boots, eye protection, and hearing protection.
- 4.2.9 Knox County Supplied Equipment** – None. Contractor is to offer a turnkey service with all material and incidentals included.
- 4.2.10 Pedestrian Traffic Control** – Contractor’s assignments may include pedestrian traffic control involving barricade set up, tear down caution tape and signage placement where construction activities are close to sidewalks or other pedestrian areas.
- 4.2.11 Dress Code and Demeanor** – Each of the Contractor’s personnel will be in contact with the public and will display appropriate professional appearance and demeanor. Each of the Contractor’s personnel will have a name badge or other recognizable insignia visibly displayed on their person. Contractor’s employees are to be professionally clothed with plain shirts, pants, jackets, or those bearing contractors name, and sturdy appropriate footwear. Hats or hoods are not to impair visibility or communication.
- 4.2.12 ATSSA Certifications** – Contractor shall maintain an American Traffic Safety Services Association (ATSSA) Flagger certification for all Flaggers and ATSSA Traffic Control Technician certification for all Traffic Control Technicians. Only certified Flaggers shall provide flagging and only certified Traffic Control Technicians shall design and direct set up.
- 4.2.13 Availability** – Contractor shall be available to provide traffic control services during normal business hours, evenings, at night, on weekends and holidays when requested. Contractor shall provide a twenty - four (24) hour a day Dispatch Operator as a single point of contact to expedite daily or emergency operations.
- 4.2.14 Work Shift to Coincide with Knox County Field Work** – When Contractor is providing flagging services in conjunction with Knox County field work, particularly emergency situations; Contractor shall maintain a flagging crew at the jobsite as long and the Knox County crew or crews continue to work. Contractor may provide relief crews, as necessary, but must coordinate and maintain uninterrupted flagging operation continuously, as long as needed by Knox County. Contractor to coordinate breaks and lunch schedules to accommodate Knox County’s schedule and needs.
- 4.2.15 Field Supervision** – Contractor shall provide a lead person who will perform daily inspections of work crews and inspection of traffic control set ups, including static unmanned setups. Any deficiencies found with set ups shall be promptly repaired, replaced or corrected regardless of cause.
- 4.2.16 Safety Requirements** – Contractor shall meet all current and future safety requirements of all governing authorities including but not limited to OSHA and TOSHA laws and regulations.
- 4.2.17 Standard** - The latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the FHWA and in conformity to the dimensions and locations on the traffic control design plans stamped by registered engineer in the State of Tennessee will be the standard for this bid.

**Please note that it is not necessary to return pages one (1) through thirteen (13).  
You must complete and return pages fourteen (14) through seventeen (17).**

**SECTION V VENDOR INFORMATION FOR BID NUMBER 3616, TRAFFIC CONTROL SERVICES**

*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: \_\_\_\_\_
- 5.5 Telephone Number: \_\_\_\_\_
- 5.6 Vendor's email address: \_\_\_\_\_

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.

- 5.7 Authorizing Signature: \_\_\_\_\_  
(Sign in BLUE ink)
- 5.8 Vendor's 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)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION  
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:  
\_\_\_\_\_  
\_\_\_\_\_

- 5.11 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO
- 5.12 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO
- 5.13 Did you include your Certifications as detailed in Section 3.9? YES NO
- 5.14 Did you complete and include the Drug Free Affidavit as detailed in Section 3.16? YES NO
- 5.15 Did you complete and include the Insurance Checklist as detailed in Section 3.21? YES NO
- 5.16 Did you include a detailed list of your Resources as detailed in Section 3.35? YES NO
- 5.17 Did you include your License information as detailed in Section 3.39? YES NO
- 5.18 Did you complete and include Section VI, Vendor Pricing with your submittal? 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 VENDOR PRICING FOR BID NUMBER 3616, TRAFFIC CONTROL SERVICES**

<b>Bid Item</b>	<b>Bid Item Description</b>	<b>Rate</b>	<b>Unit of Measure</b>
6.1	One Person Flag Crew Labor Rate (Normal Business Hours)	\$	Hour
6.2	One Person Flag Crew Labor Rate (Emergency Call-Outs)	\$	Hour
6.3	One Person Flag Crew Labor Rate (Emergency Call-Outs - Holiday)	\$	Hour
6.4	Two Person Flag Crew Labor Rate (Normal Business Hours)	\$	Hour
6.5	Two Person Flag Crew Labor Rate (Emergency Call Outs)	\$	Hour
6.6	Two Person Flag Crew Labor Rate (Emergency Call-Outs - Holiday)	\$	Hour
6.7	Setup Crew Labor Rate, per Each Technician (Normal Business Hours)	\$	Hour
6.8	Setup Crew Labor Rate, per Each Technician (Emergency Call-Outs)	\$	Hour
6.9	Setup Crew Labor Rate, per Each Technician (Emergency Call-Outs - Holiday)	\$	Hour
6.10	Extra Labor, ATSSA Flagger, per Each (Normal Business Hours)	\$	Hour
6.11	Extra Labor, ATSSA Flagger, per Each (Emergency Call-Outs)	\$	Hour
6.12	Extra Labor, ATSSA Flagger, per Each (Emergency Call-Outs - Holiday)	\$	Hour
6.13	Extra Labor, ATSSA Technician, per Each (Normal Business Hours)	\$	Hour
6.14	Extra Labor, ATSSA Technician, per Each (Emergency Call-Outs)	\$	Hour
6.15	Extra Labor, ATSSA Technician, per Each (Emergency Call-Outs - Holiday)	\$	Hour
6.16	Extra Work Truck	\$	Hour
6.17	Arrow Boards	\$	EA / Day
6.18	Message Boards	\$	EA / Day
6.19	Water Filled Traffic Rated Barriers (8' - 10' Sections)	\$	EA / Day
6.20	Truck Mounted Attenuators	\$	EA / Day
6.21	Extra Equipment - Type II Barricades	\$	EA / Day
6.22	Extra Equipment - Type III Barricades	\$	EA / Day
6.23	Extra Equipment - Reflective Flexible Drums w/ Bases	\$	EA / Day
6.24	Extra Equipment - Traffic Cones	\$	EA / Day
6.25	Extra Equipment - Signs	\$	EA / Day
6.26	Outsourced Materials Percent Cost Over Invoice	%	Percent
6.27	Professional Services - Engineering / Design	\$	Hour
6.28	Professional Services - Other, Specify:	\$	Hour

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3616**

**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.	<table border="1" style="margin: auto;"> <tr> <th colspan="4">AUTOMOBILE LIABILITY</th> </tr> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	AUTOMOBILE LIABILITY				X	ANY AUTO-SYMBOL (1)															<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
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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																												
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																												
		PROFESSIONAL LIABILITY																													
NO	10.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS &amp; ENGINEERS</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td style="width: 20px;">NO</td> <td>ASBESTOS &amp; REMOVAL LIABILITY</td> <td></td> <td></td> </tr> <tr> <td style="width: 20px;">NO</td> <td>MEDICAL MALPRACTICE</td> <td></td> <td></td> </tr> <tr> <td style="width: 20px;">NO</td> <td>MEDICAL PROFESSIONAL LIABILITY</td> <td></td> <td></td> </tr> </table>		ARCHITECTS & ENGINEERS			NO	ASBESTOS & REMOVAL LIABILITY			NO	MEDICAL MALPRACTICE			NO	MEDICAL PROFESSIONAL LIABILITY			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> <td style="width: 20%;"></td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM		\$2,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM					
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																												
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																												
NO	13.	MOTOR CARGO INSURANCE																													
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																												
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																												
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																												
NO	17.	DISHONESTY BOND	\$																												
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																												
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																												

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
22. THE 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 BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**BIDDER'S STATEMENT AND CERTIFICATION:** IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_



ATTACHMENT B  
INVITATION FOR BIDS NUMBER 3616

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

(To be submitted with bid by contractor with five (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 \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_