

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Maintenance of Proprietary Water Quality Devices** as specified herein. Bids must be received by **2:00 p.m. on September 25, 2018**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2727
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 Karen D. Smitherman, CPPB, PMP Manager of Construction and Energy Contracts, at 865.215.5753. Questions may be faxed to 865.215.5778. Karen may also be reached at karen.smitherman@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) 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, 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 an 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 bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than one (1) hour prior to the bid opening time.

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

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

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

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

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

Lori Holmann, Business Outreach Coordinator
Knox County Procurement
Telephone: 865.215.5757
Fax: 865.215.5778
E-mail: lori.holmann@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 COOPERATIVE PURCHASING:** Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.
- 1.10 COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies.
- 1.11 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.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement On-Line," 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 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.
- 1.17 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 the Knox County Procurement Division via e-mail. 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 on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as 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.

- 1.18 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.
- 1.19 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.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that being submitted on paper shall:
- 1.20.1** Be submitted on recycled paper
 - 1.20.2** Not include pages of unnecessary advertising
 - 1.20.3** Be made on both sides of each sheet of paper.
- 1.21 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 bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on September 17, 2018**. These requirements also apply to specifications that are ambiguous.
- 1.22 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.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 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.
- 1.25 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 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 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. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 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 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 three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall 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 which have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.10 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.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) 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, 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.
- 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 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 at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

- 2.23 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 solicitation is to obtain a qualified firm(s) to provide Maintenance of Proprietary Water Quality Devices as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein. The Bid Form will establish rates, which include mobilization charges, for routinely scheduled work as well as emergency call-outs.
- 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, Knox County Schools, 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 Stormwater Management:
Knox County Stormwater Management
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917
- 3.3.2** Invoices for Knox Engineering and Public Works:
Knox County Engineering and Public Works
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

- 3.8 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 BONDING:** 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. All required bonds must be issued through companies licensed to do business in the State of Tennessee.
- 3.10 CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.
- 3.11 CHANGES AFTER AWARD:** It is possible that after award Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.12 COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with a fax transmission or e-mail. It is essential that the Contractor have an efficient and properly working fax machine as well as e-mail capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, fax numbers and e-mail addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.13 COMPLETION OF WORK:** Contractor shall go to the site to assess the work to be completed and provide a written estimate to Knox County within three (3) business days from the date the request was received. All requested maintenance shall be completed no later than five (5) business days from the date Knox County issues the Purchase Order or Notice to Proceed. Once the requested work has been completed, the Contractor will be required to fax Knox County Stormwater Management at (865) 215-5831 stating completion comments that include depths, quantities removed, and date completed for our maintenance records.
- Contractor(s) must be available for emergency call-out twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. Contractor(s) must be on-site within three (3) hours of notification of an emergency call-out.
- 3.14 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.
- 3.15 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.

Contractor(s) shall provide contact information for two (2) contacts to be used for emergency call-outs. This information shall include at a minimum: the names of the persons to be contacted, the phone numbers for the persons to be contacted, and cell phone number(s) for each person to be contacted. It shall be the Contractor's responsibility to maintain current contact information on file with Knox County at all times throughout the life of the Contract.

- 3.16 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.
- 3.17 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.
- 3.18 EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing maintenance of proprietary water quality devices. The list shall include, but not be limited to, a description of vehicles, trucks, unique equipment, and facilities, including age and condition, number of employees available to perform maintenance of proprietary water quality devices, and number of years in business. Certifications for personnel shall be included in the bid package, if applicable.
- 3.19 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|---|-----------|
| Price | 50 Points |
| Equipment, Capabilities, Hours, and Locations | 40 Points |
| References | 10 Points |
- 3.20 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.
- 3.21 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. Exceptions will be negotiated for a mutual resolution.
- 3.22 FUEL ADJUSTMENTS:** Due to current market conditions, world events and the volatility of the fuel industry, Knox County realizes the potential for drastic fluctuations in the price of fuel. In the event of extraordinary and unexpected increases in fuel costs, Knox County may **consider** requests for limited price/invoice/billing adjustments, provided that sufficient, appropriated funds for goods or services hereunder are available or reasonable appropriations can be made. Knox County makes **no** guarantee of such adjustments. Any request for adjustment must be accompanied with full documentation; this may include letters from vendors and/or suppliers, explaining what event or events led to the request for adjustment. Knox County reserves the right to audit **actual** invoices for fuel related products and/or services. Any adjustment made under this provision may require a contract amendment, which shall be governed by all applicable laws, rules and regulations governing contract modifications.
- 3.23 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or 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.

- 3.24 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. 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, 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.

- 3.25 INVOICE DETAIL:** Knox County is requesting invoices to 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 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.

3.25.1 The invoice must show the amount due to the Contractor by Knox County

3.25.2 The invoice must show an itemized detailed material count, including: type of material(s) removed, quantity by type(s) of material removed, site location (address to be included), date work was performed, the Contract number, and the associated unit price for the material(s) removed.

3.25.3 A copy of the signed service ticket for each service visit included on the invoice will be included.

3.25.4 Invoices are to be original and uniquely pre-numbered.

3.25.5 Invoices which do not show this information are subject to rejection.

- 3.26 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.

- 3.27 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 desire 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.

Vendors shall submit a sample copy of their invoice with their bid. Account information may be deleted.

- 3.28 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the best price offered by your company for similar services and products. If at any time during the Contract period your company offers a better price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:

a. Cancel the Contract, if it is currently in effect.

b. Determine the amount that the participating agency was overcharged, and submit a request for payment from the Contractor for that amount.

- 3.29 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.

- 3.30 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.

3.31 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 Bids.

3.32 OWNERSHIP OF DOCUMENTS: Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the contractor in the performance of its obligations under the Contract shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined necessary by the County.

The contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all contractor's obligations under the resulting Contract without the prior written consent of Knox County.

3.33 PERFORMANCE AND PAYMENT BONDS: The successful Contractor(s) may be required to submit both a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one (1) project exceeds One Hundred Thousand Dollars (\$100,000.00) in value. The bonds will be returned upon the successful and satisfactory completion of the project.

3.34 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.

3.35 PRE-BID CONFERENCE: A Pre-Bid Conference will be held on **August 30, 2018 beginning promptly at 10:00 a.m. local time in the Knox County Procurement Division conference room, 1000 N. Central Street, Suite 100, Knoxville, Tennessee 37917.** Please review the Invitation for Bids prior to this meeting and bring it with you. Vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing and made part of the solicitation. Official addenda must be issued from the Knox County Procurement Division.

3.36 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:

- a. Continue with the existing prices
- b. Request a lower price increase
- c. Not accept the renewal offer.

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, 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.

3.37 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.

3.38 QUANTITIES: Knox County does not guarantee any quantities to be purchased from this term Contract. Purchases will be made on an as-needed basis. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.39 RECORDS: Contractor(s) will maintain records of services provided to Knox County and make them available upon request by any of the respective participating agencies. The successful Contractor(s) shall only disclose the records of the requesting agency and not disclose other agency information.

- 3.40 REFERENCES:** Bidders must submit a list of three (3) references with which they have performed and placed this type of goods/service within the past three (3) years. Show the name of the agency or institution, person to contact, their telephone number and the nature and size of the Contract.

Vendors, by submitting a signed bid, certify that they have provided equipment, supplies or services comparable to the items specified in this Contract to the parties listed in the reference section and authorizes the County to verify references of business. Do not list Knox County Government as a reference. References shall be submitted on Attachment C of this IFB.

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. Reference Forms that cannot be delivered with the contact information listed, are not returned prior to the deadline listed on the form, or are not returned at all will be scored accordingly.

- 3.41 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.

- 3.42 REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County 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.

- 3.43 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 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.

Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.

- 3.44 SAFETY POLICY AND PROGRAM:** A copy of the Contractor's Safety Policy and Program must be included with their bid submittal. The Safety Policy and Program shall include confined space entry procedures.

- 3.45 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 all equipment to be used under this Contract.

- 3.46 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on September 17, 2018**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 SCOPE OF WORK: Knox County is seeking a Contractor(s) to provide maintenance of proprietary water quality devices in accordance with Federal, State and Local specifications. Knox County reserves the right to procure these materials and services from other contractors if the need arises.

4.2 CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION: Knox County may require Closed-Circuit Television (CCTV) inspection of devices. When this service is required, the data must be provided in a deliverable to Knox County in DVD or flash drive format prior to invoicing. All data submitted becomes the property of Knox County. The following conditions must be met:

4.2.1 Equipment

4.2.1.a Remote Reading Footage Counter

- 1) Accuracy to two-tenths of a foot over length of pipe being inspected.
- 2) Counter display located in monitoring studio.
- 3) Marking on cable will not be allowed.
- 4) Calibration shall be conducted each day prior to conducting any inspections.

4.2.1.b Television Camera

- 1) Resolution capability shall be a minimum of 750 lines of horizontal resolution and 750 lines of vertical resolution. Resolution of camera should meet or exceed the resolution of the monitor.
- 2) Shall have 360-degree rotation and 270-degree pan and tilt unit, with adjustable supports specifically designed and constructed for operation in connection with pipe inspection.

4.2.1.c Lateral Inspection Camera

- 1) Shall be capable of producing a color picture.

4.2.2 Recording and Documentation

4.2.2.1 Upon completion of CCTV inspection, all inspection data shall be transferred to External Hard Drive (HD) or DVD of sufficient capacity and compatibility with County's equipment. The code required for proper playback of the video file must be included on the external hard drive. DVDs may be used if approved by the County.

4.2.2.2 A printed label must be provided on the outside of the HD that includes, at a minimum:

- 1) The name of the County
- 2) The project title
- 3) The date of inspection
- 4) The name of the Vendor
- 5) The deliverable number
- 6) A list of unique identifier numbers that are included in the deliverable.

4.2.2.3 Media

4.2.2.3.a Video

- 1) Shall provide all inspections with a unique filename per inspection.
- 2) Shall be encoded in .WMV, .MPG, or .AVI format.
- 3) Shall include the following on-screen text display fields on the opening screen:
 - A. Date & Time: YYYY/MM/DD, military time hh:mm
 - B. Surveyor's Name
 - C. Project Name
 - D. Sub-basin Number
 - E. Street Address and City
 - F. Upstream and Downstream MH Number
 - G. Pipe Segment Reference
 - H. Direction of Inspection (i.e. Upstream or Downstream)
 - I. Pipe Material
 - J. Pipe height/width, field measured: Height & Width, in inches
 - K. Purchase Order Number, if applicable
 - L. Work Order Number, if applicable
 - M. Additional Information, as needed

- 4) The following is a list of required on-screen text display fields in continuous view:
 - A. Inspection Date and Time: YYYY/MM/DD, military time hh:mm
 - B. Continuous Forward and reverse readout of camera distance from center of access point starting reference
 - C. Pipe segment reference: Unique Identifiers
 - D. Upstream and Downstream access points
 - E. Defect/observation code, when encountered

4.2.2.3.b Audio

- 1) Audio shall be embedded in the video file.
- 2) Operator shall include a description of the inspection setup, including related information from log form and unusual conditions.
- 3) Verbal description and location of each defect and service connection shall be included.
- 4) Operation changes shall be included (e.g. remove roots and restart inspection at footage prior to root removal).

4.2.2.3.c Still Photographs

- 1) Shall provide digital photographs showing the inspection image at all defects, observations, and service connections.
- 2) Photos shall have a unique filename describing image.
- 3) Photos shall be encoded in .JPEG format.
- 4) Photos shall be a minimum of 640 x 480 resolution.
- 5) A label shall be provided on the front of photograph with pipe segment reference, upstream and downstream access points, footage, and defect code.

4.2.2.4 Database

- 1) Shall include asset information.
- 2) Shall include inspection information.
- 3) Shall include defect codes and scores.
- 4) Shall be in file type MSAccess, .MDB, or .ACCDB.
- 5) Shall be in database format NASSCO PACP Standard Exchange Database.
- 6) All inspection media shall be linked to the corresponding asset/inspection/defect information within the database.

4.2.2.5 Inspection Reports

- 1) Inspection reports shall be provided in .PDF format and shall include:
 - A. A summary of the inspection(s) completed
 - B. Pipe graphs of each inspection showing asset information and defects/observations
 - C. Heater information as listed below:
 - i. Date and Time: YYYY/MM/DD, military time hh:mm
 - ii. Inspection Company's name, address, and telephone number
 - iii. Surveyor's name
 - iv. Project name
 - v. Basin name
 - vi. Sub-basin number
 - vii. Location code (e.g. light highway or easement)
 - viii. Street address and city
 - ix. Weather conditions
 - x. Upstream MH number
 - xi. Upstream MH depth, to nearest tenth of a foot
 - xii. Downstream MH number
 - xiii. Pipe segment reference: UNIQUE IDENTIFIERS
 - xiv. Direction of inspection (i.e. upstream or downstream)
 - xv. Pipe material
 - xvi. Pipe height/width, field measured, Height and Width, in inches
 - xvii. Pre-cleaning, No / Yes – jetting
 - xviii. Date cleaned
 - xix. Map length
 - xx. Surveyed length
 - xxi. Survey start and end time
 - xxii. Purchase Order number, if applicable
 - xxiii. Work Order number, if applicable
 - xxiv. Pipe shape
 - xxv. Date of installation, if available

- xxvi. US_Easting
- xxvii. US_Northing
- xxviii. US_Elevation
- xxix. DS_Easting
- xxx. DS_Northing
- xxxi. DS_Elevation
- xxxii. Additional information as needed or requested by County

2) Field maps shall be corrected to reflect actual field conditions.

A. Neatly strike out incorrect data using a green pen and clearly mark correct data using a red pen. Show notes that clarify changes using a blue pen.

4.3 CONTRACTOR'S RESPONSIBILITIES: At Contractor's own expense, the Contractor shall:

- 4.3.1 Provide all material, labor, supplies, equipment and expertise to accomplish the work described herein.
- 4.3.2 Provide competent supervision.
- 4.3.3 Provide competent workers.
- 4.3.4 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- 4.3.5 Contractor shall have the service technician/crew check in upon arrival with the Knox County designee before proceeding with work. Upon completion of work, the service visit ticket must be presented to and signed by the Knox County designee.
- 4.3.6 Conduct and document an onsite safety meeting. Contractor will set up a work area, ensure proper PPE (e.g. emergency eyewash, showers) is onsite and functioning, properly cordon off the site to prohibit unauthorized access during work activities, and complete proper lockout and tag out procedures prior to commencing work.
- 4.3.7 Replace hydrocarbon bags, if applicable
- 4.3.8 Notify the Knox County designee as soon as possible if it appears that the actual work shall exceed the estimate provided; the Contractor's designee shall notify the Knox County designee of the revised estimated total to complete the work. No additional work shall be performed without the prior approval of Knox County.
- 4.3.9 Dispose of all material collected in adherence with all Federal, State, and Local guidelines. All Resource Conservation and Recovery Act (RCRA) requirements must be met. Contractor must maintain a proper chain of custody of all materials collected for Knox County. Contractor shall provide chain of custody documentation to Knox County for all work completed.
- 4.3.10 Dispose of or deliver pumped material to an approved processing facility. Disposal through land application is not acceptable.
- 4.3.11 Provide waste manifests. Waste manifests for all materials disposed of must be provided within seven (7) calendar days after pick-up.
- 4.3.12 Provide reports, including pictures, for each project. At a minimum, before and after pictures will be required. Additional pictures will be required, if necessary (e.g. there are major obstructions encountered or excessive waste/trash).
- 4.3.13 Load trucks with material from Knox County and empty trucks promptly at an approved facility before servicing other customers.
- 4.3.14 Flush tanks prior to servicing Knox County and empty tanks promptly at an approved facility before servicing other customers.

4.4 DAMAGE: Any damage to device(s) created by injection of the suction hose or other work performed during the maintenance of the device(s) will be charged back to the Contractor. A credit for the cost for repair or replacement will be issued against work performed and invoiced if damage exceeds the total invoice amount for work performed.

4.5 EASEMENTS: Easements for all sites may be used for access to devices.

4.6 EQUIPMENT: Contractor must have a truck with a minimum of a seven hundred (700) CFM pump and with a minimum two thousand (2,000) gallon capacity. Equipment verification will be completed prior to bid acceptance. Each truck will have a picture taken and the information located on the pump storage capacity will be documented.

Contractor's vehicle must be capable of pumping out all of the deep devices within Knox County. Floats must be moved out of the way before pumping begins. Contractor is responsible for removing all manhole covers and using their own tools to complete the work.

4.7 KNOX COUNTY'S RESPONSIBILITIES: Knox County will:

- 4.7.1** Contact the Contractor to schedule pumping.
- 4.7.2** Assist to provide access to the site.
- 4.7.3** Knox County will make available any known reports or documentation concerning the scope of work.

4.8 STEPS FOR SERVICING: The following steps shall be followed for servicing each device:

- 4.8.1** Accumulated garbage is to be removed first. This is typically done by lowering a basket into the unit to capture and remove debris either floating on the surface or trapped in a filtering basket.
- 4.8.2** The hydrocarbons are to be removed. This may be done by pumping the first few inches from the top of the water or by placing hydrocarbon absorbent materials on the surface of the water and then removing and disposing of them in accordance with all applicable laws and codes. This step shall not be required if all of the liquids removed are taken to a treatment facility; proof of transfer to an approved treatment facility shall be required.
- 4.8.3** The water is to be pumped from the device. This may be taken to an approved treatment facility or stored on site to be used to recharge the unit when all materials have been removed; proof of transfer to an approved treatment facility shall be required.
- 4.8.4** The sediment is to be removed. Sediment can be taken to an approved treatment facility or landfill as long as there is no evidence of hazardous materials present; proof of transfer to an approved treatment facility shall be required.
- 4.8.5** Knox County will inspect the device to ensure that it has been satisfactorily serviced and is working properly prior to Contractor leaving site.

4.9 TYPES OF DEVICES: Knox County has a variety of devices (e.g.: AquaShield Aqua-Swirl, Contech CDS, Contech Urbangreen Storm Filter, Contech VortSentry, Oldcastle Dual Vortex Separator, CrystalStream Water Quality Vault, Suntree Nutrient Separating Baffle Box, horizontal piping and vertical catch-basin structures) located within the boundaries of Knox County that may need to be maintained under this Contract. Contractor should be aware that other types of devices may need to be maintained.

4.10 TRAFFIC CONTROL: Contractor must provide traffic control to maintain safety for both the Contractor and public. The Contractor must provide an adequate staff to maintain traffic in and around the work area. Contractor will provide all necessary equipment (e.g.: stop/slow signs, barrels, cones). Contractor will be responsible for the flow of traffic and must maintain a safe environment for traffic at all times.

4.11 USAGE REPORTS: Contractor(s) will be required to submit an annual report on orders placed against the Contract. The report format shall contain the Contractor's name, item number and term of Contract at the top of the page. The report shall be for the fiscal year for Knox County (July 01 through June 30). The report shall be submitted within sixty (60) days after the end of Knox County's fiscal year. The report must be organized as follows:

Development Name	Address	Location	Description	Frequency	Cost
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Contractor may from time to time be asked to produce reports within a particular time frame (e.g. quarter). These reports must be furnished within seven (7) business days of request.

- 4.11.1** Reports are to be forwarded to:
Knox County Stormwater Management
ATTN: Tracy Jones
205 West Baxter Avenue
Knoxville, TN 37917

4.12 VOLUMES: Most of the devices in Knox County hold between one hundred (100) to six hundred (600) cubic feet. The volume is a mixture of water and half-wet sediment.

- 4.13 WORK AREA:** Contractor will keep the work area in an orderly condition, free of unnecessary material and equipment. All debris will be hauled away by the Contractor and disposed of in a responsible manner that meets all applicable codes and regulations.

Please note that it is not necessary to return pages one (1) through sixteen (16). You must complete and return pages seventeen (17) through twenty-four (24).

SECTION V VENDOR INFORMATION FOR BID NUMBER 2727, MAINTENANCE OF PROPRIETARY WATER QUALITY DEVICES

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 Fax Number: _____

5.7 Vendor's e-mail address: _____

5.8 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 in BLUE ink)

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

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

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

5.11 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:

5.12 Years in Business: _____

5.13 Total Number of Local Employees: _____

5.14 Business Location:

Address:

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 2727, MAINTENANCE OF PROPRIETARY WATER QUALITY DEVICES – CONTINUED

VENDOR NAME: _____

- | | | | |
|-------|--|----------|----|
| 5.15 | Will you allow Cooperative Purchasing as detailed in Section 1.9? | YES | NO |
| 5.16 | Did you include the correct number of exact copies as detailed in Section 1.10? | YES | NO |
| 5.17 | Will you accept Electronic Commerce Cards as payment as detailed in Section 1.17? | YES | NO |
| 5.18 | Did you complete and include your Criminal History Affidavit as detailed in Section 2.7? | YES | NO |
| 5.19 | Did you include your certifications as detailed in Section 3.10? | YES | NO |
| 5.20 | Can you meet the Completion of Work requirement as detailed in Section 3.13? | YES | NO |
| 5.21 | Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.18? | YES | NO |
| 5.22 | Did you complete and include the Insurance Checklist as detailed in Section 3.24? | YES | NO |
| 5.23 | Did you include a sample invoice as detailed in Section 3.27? | YES | NO |
| 5.24 | Did you include your References as detailed in Section 3.40? | YES | NO |
| 5.25 | Did you include a copy of your Safety Policy and Program as detailed in Section 3.44? | YES | NO |
| 5.26 | Did you attach a copy of your current Non-Hazardous Waste Hauler license? | YES | NO |
| 5.27 | Bond (cost per thousand) | \$ _____ | |
| 5.28 | State the location you will use for Disposal of Non-Hazardous Sludge (Biodegradable). | | |
| <hr/> | | | |
| 5.29 | State the location you will use for Disposal of Non-Hazardous Sludge (Source of PCB <50 ppm, flash point over 140° F). | | |
| <hr/> | | | |
| 5.30 | State the location you will use for Disposal of Hazardous Sludge, if needed. | | |
| <hr/> | | | |

SECTION VI VENDOR PRICING FOR BID NUMBER 2727, MAINTENANCE OF PROPRIETARY WATER QUALITY DEVICES

VENDOR NAME: _____

(See excerpt from Knox County, Tennessee Stormwater Maintenance Manual for Specifications (Attachment D))

Item	Description	Unit of Measure	Price for Normal Business Hours	Price for Emergency Call-Outs	Price for Emergency Call-Outs on Holidays
1	Vacuum Truck for devices 1' – 20' deep (including driver/technician)	HOUR			
2	Vacuum Truck for devices 21' – 40' deep (including driver/technician)	HOUR			
3	Vacuum Truck for devices over 40' deep (including driver/technician)	HOUR			
4	Air Mover Truck for devices 1' – 20' deep (including driver/technician)	HOUR			
5	Air Mover Truck for devices 21' – 40' deep (including driver/technician)	HOUR			
6	Air Mover Truck for devices over 40' deep (including driver/technician)	HOUR			
7	Roll-Off Vac Box, if needed to be used with Air Mover Truck (includes haul fee)	EACH			
8	Water Truck (including driver/technician)	HOUR			
9	High Powered Trailer Mounted Vacuum	HOUR			
10	Confined Space Entry Sites	DAY			
11	Disposal of Water	GALL			
12	Disposal of Non-Hazardous Sludge (biodegradable)	LBS			
13	Disposal of Non-Hazardous Sludge (Source of PCB <50 ppm, flash point over 140° F)	LBS			
14	Disposal of Hazardous Sludge, if needed	LBS			
15	Provide Extracted Petroleum Hydrocarbons (EPH) analysis (sampling and testing), if requested by Knox County	HOUR			
16	Provide Extracted Petroleum Hydrocarbons (EPS and Metals analysis (sampling and testing), if requested by Knox County	HOUR			
17	Provide full testing (e.g. PCB, herbicides, pesticides, flash point, heavy metal, and mercury), if requested by Knox County	HOUR			
18	Traffic Control (e.g. flaggers and signage)	HOUR			
19	Traffic Control for major thoroughfare that includes lane shifts	HOUR			
20	Closed-Circuit Television (CCTV) Inspection	HOUR			
21	Other				

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 2727, MAINTENANCE OF PROPRIETARY WATER QUALITY DEVICES

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract			
# of Resources or Equipment	Equipment or Resources	Age	Condition

NOTE: Attach additional pages if necessary.

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

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 2727**

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

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																														
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																														
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																														
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 40px;"> <tr> <td>X</td><td>ANY AUTO-SYMBOL (1)</td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td><td>\$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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PROPERTY DAMAGE (Per-Accident)																																	
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 40px;"> <tr> <td></td><td>CLAIM MADE</td><td>X</td><td>OCCUR</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td></tr> <tr> <td></td><td>POLICY</td><td>X</td><td>PROJECT LOC</td></tr> </table>		CLAIM MADE	X	OCCUR					GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	X	PROJECT LOC	<table border="1" style="width: 100%;"> <tr> <td></td><td>LIMITS</td></tr> <tr> <td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td>\$ 100,000</td></tr> <tr> <td>MED EXP (Per person)</td><td>\$ 5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AG GREGATE</td><td>\$ 2,000,000</td></tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	\$ 2,000,000
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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																														
YES	9.	UMBRELLA LIABILITY COVERAGE	\$2,000,000																														
		PROFESSIONAL LIABILITY																															
NO NO NO NO	10.	<table border="1" style="margin-left: 40px;"> <tr><td></td><td>ARCHITECTS & ENGINEERS</td></tr> <tr><td></td><td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr><td></td><td>MEDICAL MALPRACTICE</td></tr> <tr><td></td><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>		ARCHITECTS & ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	<table border="1" style="width: 100%;"> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$2,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</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 DIRECT LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																														
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																														
NO	17.	DISHONESTY BOND	\$																														
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																														
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																														

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO; ENDORSEMENT PAGE(S) SHALL BE INCLUDED WITH EACH CERTIFICATE OF INSURANCE.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. 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 2727**

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, 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, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**ATTACHMENT C
INVITATION FOR BIDS NUMBER 2727**

VENDOR NAME: _____

Bidder shall submit a list of three (3) Contracts of similar size which have been in service for one (1) year or longer. Do not list Knox County Government as a Reference.

Reference # 1

Name of Firm: _____

Contact Person: _____ **Phone number:** _____

E-mail address: _____ **Fax number:** _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: \$ _____ (over the life of the Contract)

Contract start date: _____ **Contract end date:** _____

Reference #2

Name of Firm: _____

Contact Person: _____ **Phone number:** _____

E-mail address: _____ **Fax number:** _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: \$ _____ (over the life of the Contract)

Contract start date: _____ **Contract end date:** _____

Reference #3

Name of Firm: _____

Contact Person: _____ **Phone number:** _____

E-mail address: _____ **Fax number:** _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: \$ _____ (over the life of the Contract)

Contract start date: _____ **Contract end date:** _____