

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **HVAC Units** as specified herein. Bids must be received by **2:00 p.m. on February 21, 2019**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2778
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 Christina Davin, Senior Buyer, at 865.215.5769. Questions may be faxed to 865.215.5778 or emailed to christina.davin@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) 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 or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- 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 or submit their bid electronically less than one (1) hour prior to the bid opening time.

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

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

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

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

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

Lori Holmann
Coordinator of Business Outreach
Knox County Procurement Division
Telephone: 865.215.5757
Email: 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 COPIES:** Knox County requires that bids be submitted as one (1) marked original, 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 will result in the bid being considered non-responsive and disqualified.
- 1.11 DESCRIPTIVE LITERATURE:** Vendors are to clearly identify the manufacturer and the specifications to which they are submitting. Vendors must provide descriptive literature with their bid.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Purchasing 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 Purchasing 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 subsection 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:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

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

- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.20.1** 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 bidding procedures must be received in the Procurement Division by **February 5, 2019 @ 4:30 p.m.** local time. 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 vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.23 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 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 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. Please register on-line at our website at www.knoxcounty.org/procurement and click on "On-line Vendor Registration". 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 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:** The laws of the State of Tennessee shall govern this Contract, 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.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 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 that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 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) Line Item (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 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.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at any time. 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.

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

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to convey to prospective vendors the general type and quality of HVAC Units as desired by Knox County and Knoxville-Knox County CAC 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.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of products/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 the Knox County CAC Housing & Energy Services and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County CAC:
CAC Housing & Energy Services
Attn: Accounts Payable
P.O. Box 51650
Knoxville, TN 37950

- 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 AUTHORIZED DEALER/RESELLER:** Bidders must submit, with their bid, signed written factory documentation that they are authorized dealers/resellers for the product they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact must be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.
- 3.7 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.
- 3.8 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.9 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

- 3.10 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.11 COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.
- 3.12 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- 3.13 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contact(s) to County personnel. Any newly appointed contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.14 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). 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.
- 3.15 COOPERATIVE PURCHASING:** Vendors are to indicate whether or not it is permissible for other governments in Tennessee to lease these items or services at the same price.
- 3.16 DISCONTINUED ITEMS:** Vendors must notify the Knox County Procurement Division of any discontinued items, item number changes, or changes in package size throughout the term of the bid. Successful vendor(s) must submit updates notifying the Procurement Division of item number changes. Vendor must notify the Knox County Procurement Division of any anticipated shortages. Failure to not immediately notify the Procurement Division may be just cause for termination
- 3.17 ENCLOSURES WITH BID:** The vendor shall submit with their bid a specification sheet for the models of the HVAC Units being bid. Failure to include this material may be just cause for bid rejection.

Note: Failure to respond to Section 3.17 may be just cause for rejection of bid.

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

Price and Catalog Discount 100 points

- 3.19 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.

3.20 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.

3.21 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.

3.22 INCLEMENT WEATHER: During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.

3.22.1 If the Mayor closes the Administrative Offices prior to the time set for the solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.

3.22.2 Other weather issues shall be at the sole discretion of the Procurement Director.

3.22.3 Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

3.23 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.

3.24 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.

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

3.24.2 The invoice must show an itemized detail of items;

3.24.3 Invoices are to be original and uniquely pre-numbered;

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

3.25 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 correct invoice.

3.26 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. There shall be no component billing.

- 3.27 LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee.
- 3.28 LOCAL PICK UP:** Vendor must be located within Knox County for local pick up.
- 3.29 MANUFACTURER AND BRAND NAME:** Bidders must note the manufacturer and brand name of the items being bid. The phrases “as specified” or “as requested” are not acceptable. Failure to include the manufacturer and brand name may result in the bid being non-responsive and disqualified.
- 3.30 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower 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:
- 3.30.1** Cancel the Contract, if it is currently in effect;
- 3.30.2** Determine the amount that the participating agency was overcharged, and submit a request for payment from the Contractor for that amount.
- 3.31 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials and not recycled. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder’s submission of other than new materials may be cause for the rejection of the bid.
- 3.32 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.33 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.34 NON-RESTRICTIVE CLAUSE:** When brand names, trade names or manufacturer's name or catalogue numbers appear in the specifications, it is intended to establish a performance standard. The manufacturer may request to substitute a similar product as specified in Section 1.7.
- 3.35 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 bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bids.
- 3.36 PACKAGING:** The Contractor shall package and label all items individually that are ordered by Knox County.
- 3.37 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bids promote competitive bidding. It shall be the bidder’s responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bids. Such notification must be submitted in writing and must be received by the Procurement Division not later **February 5, 2019** at 4:30 p.m. local time.
- 3.38 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor’s price is increased after the initial year, Knox County must be given a written notice to consider.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

3.38.1 Continue with the existing prices;

3.38.2 Request a lower increase;

3.38.3 Not accept the renewal offer.

Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.39 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.40 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Purchases will be made on an as-needed basis. However, up to one hundred (100) HVAC Units may be ordered through the life of the contract.

3.41 **QUOTES:** If awarded a contract, Contractor will be required to submit quotes referencing Invitation for Bids #2778 prior to any order being placed. Quotes shall state the list price and percent discount for each line item, as well as final cost to Knox County. Quotes that deviate from the terms and conditions or pricing submitted by the vendor will be rejected. If online ordering is utilized, accounts must be set up to apply discount.

3.42 **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.

3.43 **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.

3.44 **SALIENT CHARACTERISTICS:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with their bid such specifications, catalog capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

3.45 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **February 5, 2019 at 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.

3.46 **SUBSTITUTIONS:** Any substitutions must be approved by Knox County or their designee prior to delivery. Delivery of a substituted item without prior notification is at the Contractor's risk and refusal to accept the substituted item will be at the Contractor's expense.

- 3.47 TEN YEAR WARRANTY:** Bidders must state the manufacturer's standard ten (10) year warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County during the warranty period.

SECTION IV SPECIFICATIONS

- 4.1 HVAC UNITS:** The following specifications are considered the minimum requirements for HVAC Units. Bidders must bid as specified or an approved equal. Bidders must bid as specified or an approved equal. They are included to give bidders the general type, quality and size of the HVAC Units desired by the County.

4.2 SPECIFICATIONS:

4.2.1 Air-Source Heat Pumps:

1. ≥ 8.5 Heating Seasonal Performance Factor (HSPF)/ ≥ 15 Seasonal Energy Efficiency Ratio (SEER)/ ≥ 12.5 Energy Efficiency Ratio (EER)* for split systems
2. ≥ 8.2 HSPF ≥ 15 SEER/ ≥ 12 EER* for single package equipment including gas/electric package units.

4.2.2 Central Air Conditioners:

1. ≥ 15 SEER/ ≥ 12.5 EER* for split systems
2. ≥ 15 SEER/ ≥ 12 EER* for single package equipment including gas/electric package unit.

Note: Bidders need not return pages 1-11 with their response. Pages 12-16 must be returned as your official bid response along with any other information requested. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

SECTION V VENDOR INFORMATION AND PRICING FOR BID#2778, HVAC UNITS

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

- 5.1 Vendor: _____
- 5.2 Vendor number as assigned by Knox County: _____
- 5.3 Street Address: _____
City State Zip
- 5.4 Contact Person: _____
- Telephone Number: _____ Fax Number: _____
- 5.5 Vendor's e-mail address: _____
- 5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- Authorizing Signature: _____
Sign Original in Blue Ink
- 5.7 Vendor's Knox County Business License Number (if applicable): _____
Attach a Copy of the License
- 5.8 Total Number of Years in Business: _____
- 5.9 Please state the percentage off list price or manufacturer's suggested retail price per any applicable catalogs:
- Catalog Name: _____ Percentage off: _____%
- Website link: _____
- 5.10 If an electronic catalog is not available, have you included a hard copy of each catalog? _____ Yes _____ No
- 5.11 Will you accept the VISA Credit Card as payment without fees per Section 1.17? _____ Yes _____ No
- 5.12 Is your company in full compliance with Section 2.20, Tax Compliance? _____ Yes _____ No
- 5.13 Did you include authorized dealer/reseller documentation as per Section 3.6? _____ Yes _____ No
- 5.14 Will your company allow Cooperative Purchasing per Section 3.15? _____ Yes _____ No
- 5.15 Did you include a specification sheet for the HVAC Units as per Section 3.17? _____ Yes _____ No
- 5.16 Did you include your ten year warranty information as per Section 3.47? _____ Yes _____ No
- 5.17 Did you complete the example pricing in Section VI and submit it with your bid? _____ Yes _____ No
- 5.18 I acknowledge the receipt of: (please write "yes" if you received one)
- Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.19 Business Locations (attach additional pages, if necessary):

5.19.1 Location Address:

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.20 Do you accept the terms and conditions of the bid? YES NO YES - WITH EXCEPTION

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

Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.

SECTION VI SPECIFICATIONS AND PRICING FOR BID NUMBER 2778, HVAC UNITS

VENDOR NAME: _____

Pricing is to be a percentage off list price or manufacturers' suggested retail price for all HVAC Units that are available. You **must** include with your bid, a catalogue or listing, preferably an electronic catalogue, showing all HVAC Units and prices for all units that your company carries. Electronic copies are particularly encouraged. If the requested model number has been superseded, please provide and bid the current part number.

Bidders **must** complete and submit this section with their bid. Failure to do so will result in your bid being non-responsive.

	Manufacturer/ Model Number	Item Description	List Price	Discount Price	Manufacturer/ Model Number	Item description	Lead Time after receipt of a signed purchase order
6.1	Coleman CG6A240752X1	Single Packaged Gas/Heat Air Conditioner LX Series, 16 SEER, Single-Phase, 2 Ton, R410A, 81% AFUE	\$	\$			Days
6.2	Coleman PCG6A300752X1	Single Packaged Gas/Heat Air Conditioner LX Series, 16 SEER, Single-Phase, 2-1/2 Ton, R410A, 81% AFUE	\$	\$			Days
6.3	Coleman PCG6B361002X1	Single Packaged Gas/Heat Air Conditioner LX Series, 16 SEER, Single-Phase, 3 Ton, R410A, 81% AFUE	\$	\$			Days
6.4	Coleman PCG6B421002X1	Single Packaged Gas/Heat Air Conditioner LX Series, 16 SEER, Single-Phase, 3-1/2 Ton, R410A, 81% AFUE	\$	\$			Days
6.5	Coleman PCG6B481252X1	Single Packaged Gas/Heat Air Conditioner LX Series, 16 SEER, Single-Phase, 4 Ton, R410A, 81% AFUE	\$	\$			Days
6.6	Coleman PCG6B601252X1	Single Packaged Gas/Heat Air Conditioner LX Series, 16 SEER, Single-Phase, 5 Ton, R410A, 81% AFUE	\$	\$			Days

SECTION VI SPECIFICATIONS AND PRICING FOR BID NUMBER 2778, HVAC UNITS – CONTINUED

VENDOR NAME: _____

	Manufacturer/ Model Number	Item Description	List Price	Discount Price	Manufacturer/ Model Number	Item description	Lead Time after receipt of a signed purchase order
6.7	Coleman TM9E060B12MP11	95% AFUE Multi-Position Gas Furnace TM9E Series, Single- Stage, X13 Motor, 33" Height,1.5 TON	\$	\$			Days
6.8	Coleman TM9E080B12MP11	95% AFUE Multi-Position Gas Furnace TM9E Series, Single- Stage, X13 Motor, 33" Height, 2 TON	\$	\$			Days
6.9	Coleman TM9E080B12MP11	95% AFUE Multi-Position Gas Furnace TM9E Series, Single- Stage, X13 Motor, 33" Height, 2.5 TON	\$	\$			Days
6.10	Coleman TM9E080C16MP11	95% AFUE Multi-Position Gas Furnace TM9E Series, Single- Stage, X13 Motor, 33" Height, 3 TON	\$	\$			Days
6.11	Coleman TM9E080C16MP11	95% AFUE Multi-Position Gas Furnace TM9E Series, Single- Stage, X13 Motor, 33" Height, 3.5 TON	\$	\$			Days
6.12	Coleman TM9E100C20MP11	95% AFUE Multi-Position Gas Furnace TM9E Series, Single- Stage, X13 Motor, 33" Height, 4 TON	\$	\$			Days
6.13	Coleman PHE6A2421	Single Packaged Heat Pump 16 SEER, 2 Ton, Single- Phase, R410A	\$	\$			Days
6.14	Coleman PHE6A3021	Single Packaged Heat Pump 16 SEER, 2-1/2 Ton, Single- Phase, R410A	\$	\$			Days
6.15	Coleman PHE6B4221	Single Packaged Heat Pump 16 SEER, 3-1/2 Ton, Single- Phase, R410A	\$	\$			Days

SECTION VI SPECIFICATIONS AND PRICING FOR BID NUMBER 2778, HVAC UNITS – CONTINUED

VENDOR NAME: _____

	Manufacturer/ Model Number	Item Description	List Price	Discount Price	Manufacturer/ Model Number	Item description	Lead Time after receipt of a signed purchase order
6.16	Coleman PHE6B4821	Single Packaged Heat Pump 16 SEER, 4 Ton, Single-Phase, R410A	\$	\$			Days
6.17	Coleman PHE6B6021	Single Packaged Heat Pump 16 SEER, 5 Ton, Single-Phase, R410A	\$	\$			Days
6.18	Coleman TH4B1821S	Heat Pump LX Series, 14 SEER, Single-Phase, 1-1/2 Ton, R410A	\$	\$			Days
6.19	Coleman TH4B2421S	Heat Pump LX Series, 14 SEER, Single-Phase, 2 Ton, R410A	\$	\$			Days
6.20	Coleman TH4B3021S	Heat Pump LX Series, 14 SEER, Single-Phase, 2-1/2 Ton, R410A	\$	\$			Days
6.21	Coleman TH4B3621H	Heat Pump LX Series, 14 SEER, Single-Phase, 3 Ton, R410A	\$	\$			Days
6.22	Coleman TH4B4221H	Heat Pump LX Series, 14 SEER, Single-Phase, 3-1/2 Ton, R410A	\$	\$			Days
6.23	Coleman TH4B4822S	Heat Pump LX Series, 14 SEER, Single-Phase, 4 Ton, R410A	\$	\$			Days

The items listed are for informational and evaluation purpose only and in no way to be construed as a guarantee that these units will be ordered. Units will be ordered on an as needed basis.

During the term of this contract, the County may also purchase items not listed above. Using departments may request quotes for other HVAC Units.