

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Office Furniture** as specified herein. Bids must be received by **2:00 p.m. on March 7, 2019**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2785
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 Heather Whitehead, Senior Buyer, at 865-215-5751. Questions may be faxed to 865-215-5778 or emailed to heather.whitehead@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 Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications 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 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 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 BIDS REQUESTED ON BRANDS OR EQUAL:** 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 the bid.

It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

- 1.8 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 sub-contract 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

- 1.9 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.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are required with an electronic bid response.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors may also be requested to provide descriptive literature with their bid.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will not accept electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited. Bids may be submitted by hand or commercial carrier.
- 1.14 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 Section 1.1 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Bid forms call for all equipment furnished to be of new manufacturer. However, the Knox County is open to considering gently used furniture or equipment if equivalent in form and function to the new specifications. Any used offerings must be clearly so marked on the bid forms.
- 1.18 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.
- 1.19 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 email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County 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.
- Vendors are hereby notified that the Knox County Procurement Division has necessary and proper procedures to procure equipment for the user departments of Knox County Government. Vendors are hereby cautioned that placing any equipment prior to the issuance of a purchase order or credit card (VISA) order constitutes a violation of that procedure and may result in the vendor being debarred for a minimum period of twelve (12) months. User departments are not authorized to sign any vendors' agreements.
- 1.20 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 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.
- 1.23 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:
- 1.23.1** Be submitted on recycled paper;
 - 1.23.2** Not include pages of unnecessary advertising;
 - 1.23.3** Be made on both sides of each sheet of paper.
- 1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **February 22, 2019 @ 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.25 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.

- 1.26 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 **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.
- 1.28 **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.
- 1.29 **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.
- 1.30 **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.
- 1.31 **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. If you are unsure of your registration status, please contact the Procurement Division Representative noted in Section 1.1.
- 1.32 **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 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 GOVERNING LAW:** 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.
- 2.10 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 sub-contractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its sub-contractors, 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 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, 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 provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 REMEDIES: Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 RIGHT TO INSPECT: Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.20 SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 TERMINATION: County may terminate this agreement with or without cause at any time. 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 upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

The vendor shall fully guarantee the safety of equipment and that equipment will be free of defects. Workmanship and programming shall be guaranteed for the life of any contract that is awarded as the result of this solicitation. Any additional and/or supplemental warranties or guarantees will be considered in the evaluation.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this bid is to convey to prospective vendors the type and quality of Office Furniture desired by Knox County. This term agreement will serve all Knox County departments and Knox County Schools. The Public Building Authority also reserves the right to purchase from this agreement. For purposes of this solicitation, "Knox County" refers to the Public Building Authority (PBA) and Knox County Schools as well as Knox County Government. Knox County is requesting pricing as a percentage off catalog price that will apply to the current General Office Furniture catalog of each awarded contractor. Additionally, Knox County is requesting a discount off Quick Ship Programs and/or Used Furniture, if applicable. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance may require 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 each site/branch and any other departments that may use this Term Contract. The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.
- 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 AUTHORIZED DEALER:** Vendors **must** submit written factory signed documentation stating that they are factory authorized dealers for the furniture they are bidding. A change in the status of an awarded vendor must be reported to Knox County Procurement immediately. Failure to respond to this condition may be just cause for rejection of bid. In cases in which the Vendor is the manufacturer of the products for which they are bidding, the vendor must submit a signed statement verifying that they are the manufacturer.
- 3.6 AWARD LENGTH:** Knox County intends to issue this Contract for one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services/goods from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.7 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to Knox County. Certain felony convictions will prohibit individuals from servicing this department. The successful Contractor will be required to submit a list of all employees that will be servicing the Knox County account. This list must be kept current and include the full name, current address, social security number, valid driver's license number and phone number of each employee. All associated costs for the background checks will be the responsibility of Knox County. However, Knox County may require reimbursement from the successful Contractor for any background checks in which the individual in question is found to have a conviction(s) that prohibits them from servicing Knox County. Personal information will be kept confidential.

A Knox County Sheriff's Department background check will be required for any or all employees of the successful Firm's staff or their sub-contractors providing "on-site" services to PBA. Additionally, the successful Firm will submit the completed KCSD records check to the PBA Director of Security. The PBA Director of Security will perform additional records checks and will determine whether the proposed employee meets suitability standards for unescorted access to PBA managed property. In a standard check, the Firm should allow up to 5 working days for an employee to be approved/denied for unescorted access within any PBA managed facility. Certain inquiries may take longer. PBA will notify the successful Firm upon final determination. Under no circumstances shall a contractor's employee/sub-contractor begin work on a PBA property prior to receiving PBA approval. PBA reserves the right to alter the requirements for records reports on a building-by building, area-by-area and project-by-project basis such as but not limited to finger printing, TCA Code 49-5-413 and/or waiving certain record checks. Any/all related fees will be the responsibility of the Firm. Reasonable fees may become part of the project cost but are subject to PBA approval. Costs for failed security checks are the responsibility of the Firm.

- 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 CATALOGS:** Vendors are to submit a hard copy of the catalog from which their bid is based. Knox County shall purchase furniture from each awarded vendor's current catalog for one (1) year at a predetermined "percentage off" published prices. Catalogs must **only** reference office furniture and not include other products. The catalog may be pre-printed or assembled by the vendor. The successful contractor(s) will be required to distribute these catalogs to every Knox County and Knox County School department at no cost to Knox County. Some departments may request multiple catalogs and the successful contractor(s) will be required to distribute the requested amount.
- 3.10 COMPLETION AND CHECKLIST:** The successful contractor(s) will be required to submit a Notice of Completion for all projects when installation is complete. The project coordinator will then have a complete walk-thru with the contractor(s) for final inspection and acceptance. The project coordinator will then sign, only if installation is acceptable, the Notice of Completion and submit it with the receivers' copy of the Purchase Order.
- 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 email. It is essential that the Contractor have email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone number, fax numbers and email 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 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants 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.
- 3.14 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.15 CONTRACTOR(S) RESPONSIBILITIES:** At their own expense, the contractor(s) shall:
- 3.15.1** Provide qualified supervision.
 - 3.15.2** Provide qualified workers.
 - 3.15.3** 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.
 - 3.15.4** Perform work without unnecessarily interfering with County activities and/or other contractor(s).
 - 3.15.5** The successful contractor(s) shall be responsible for all necessary measurements and for the accurate fitting of all furniture and systems. This Contractor is responsible for measurements and verification of existing conditions as required for proper installation. The successful contractor(s) shall be responsible for any damage to the facility or any equipment inside the facility during this contract as a result of fault or negligence of the successful contractor. Any such damage will be repaired at the successful contractor's expense and to the satisfaction of Knox County, Knox County Schools or the Public Building Authority.

- 3.15.6** The successful contractor(s) shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the contractor expense. Upon completion and before making application for acceptance of the work, the contractor(s) shall clean the work-area of all rubbish, packing material, temporary structures and equipment.
- 3.15.7** Furniture that is being replaced may be removed and relocated to Knox County Property Management, 1005 Stewart St, Knoxville, TN 37917, by the successful bidder. No extra fees will be paid.
- 3.15.8** The successful contractor(s) shall be responsible for maintaining the work area in such a manner that the public and Knox County staff may continue to work safely in the facility.
- 3.15.9** The successful 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, furnishings and appurtenances shall be protected by the contractor(s) from damage, which might be done or caused by work 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 Vendor.
- 3.15.10** The successful contractor(s) shall be responsible (along with Knox County) for the coordination of the operations of all trades, sub-contractors, or materials suppliers engaged under this contract. Knox County, Knox County Schools or the Public Building Authority will be responsible for connecting power from any system or modular furniture to the hardwired building. Knox County, Knox County Schools or the Public Building Authority will also be responsible for running all phone and data communication wiring through the system or modular furniture. The successful contractor must coordinate with the project manager for the proper timing of these services.
- 3.16** **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful vendor(s). The Knox County Procurement Division will draft this Contract and no vendor forms (e.g.: Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's bid.
- 3.17** **COOPERATIVE PURCHASING:** Vendors are to indicate whether or not 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.
- 3.18** **DAMAGED DELIVERIES:** Knox County will not accept damaged goods. If damaged goods are discovered during delivery and installation, the successful contractor(s) will be required to immediately re-order. At the user department or project manager's option, the successful contractor(s) may be required to install the damaged furniture if still usable. If the damaged furniture is unusable, the successful contractor(s) will be required to provide loaner furniture. Damaged goods shall not release the successful contractor(s) from the stated delivery lead times.
- 3.18.1** There shall be no additional charges for the exchange of the damaged furniture with the replacement furniture.
- 3.18.2** Damage in transit is the responsibility of the vendor and not the transportation company. Knox County, Knox County Schools and the Public Building Authority will seek redress only from the vendor and not the transportation company.
- 3.18.3** The signing of a delivery ticket shall not necessarily constitute the acceptance of an order nor does it relieve the vendor of warranties or repairs needed after acceptance.
- 3.19** **DELIVERY INSTRUCTIONS:** The successful contractor(s) will be required to contact the person listed on the Purchase Order **before** delivering any furniture for instructions. A contact person's name and phone number will be provided on each Purchase Order and must be contacted before delivery can be made. Failure to contact this person may be cause for rejection of delivery.
- 3.19.1** Deliveries designated to the Central Receiving location are to be tailgate or dock.
- 3.19.2** If Knox County Schools requests, all items delivered shall have a placard or tag stating the name of the school that they are intended to be stationed in. A listing of the school name on the Purchase Order is the indication that a placard or tag is needed on each item.
- 3.20** **DELIVERY LEAD TIMES:** The lead times for General Office Furniture items must not exceed eight (8) weeks from the placement of the order until the order is delivered and fully installed.

The lead time for Quick Ship Items must not exceed four (4) weeks from the placement of the order until the order is delivered and fully installed. Knox County reserves the right to cancel orders when lead times are exceeded with no obligation from Knox County, Knox County Schools or the Public Building Authority. Repeated failures to meet delivery requirement may result in the cancellation of the Contract.

- 3.21 DESIGN LAYOUT:** The successful contractor(s) may be required to measure, design and layout office furniture so the contractor and user department have a complete understanding of the location of the furniture and the actual design. All design work must conform to American Society of Interior Designers (ASID) guidelines and meet the American with Disabilities Act (ADA) requirements as specified. Multiple designs may be needed to serve the best interest of the user department. All measurements, design and layout shall be provided at no cost to Knox County. Failure to follow ASID guidelines and ADA regulations in design layout may be just cause for termination of term agreement.

The successful contractor(s) will be required to have the project manager, department head or official designee approve the final design and “sign-off” on any plans created by the vendor(s). An authorizing signature on the final plans must be submitted with the design layout and estimate to the requesting department. This will serve as final notification of the exact layout of the furniture and no deviations will be allowed by either the user department or the successful contractor(s). Each project manager must be given a copy of the Approval of Design along with the estimate.

- 3.22 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their prices. **There will be no extra hidden charges.** Delivery must be “free on board” to the County department.

- 3.23 DETAILED SUBMITTAL:** Bidders must submit a specification sheet for the models being priced in Attachment A with their bid. Failure to include this information may be just cause for bid rejection.

- 3.24 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.

- 3.25 DROP SHIPMENTS:** It shall be the responsibility of the successful contractor(s) to coordinate any and all drop shipments. This shall include, but not be limited to; adequate parking, off-loading, storing and removal of debris. Knox County personnel **shall not** be enlisted to help with the unloading of furniture, traffic control, installation, etc.

- 3.26 ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful contractor(s) are allowed on the premises of Knox County buildings. Contractor(s) employees are NOT to be accompanied in their work area by acquaintances; family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform, identified with the Company name at all times.

- 3.27 ESTIMATE PREPARATION:** The successful contractor(s) may be required, upon request, to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to, furniture cost, design, layout preparation, detailed description of the scope of work, and accurate lead times. Quotation shall remain firm for sixty days from acceptance by Knox County, Knox County Schools or the Public Building Authority. All estimation and quotation preparation shall be provided at no cost or obligation to the County. Design fees on large projects may be discussed during the planning stages of projects but absolutely no guarantee is given or implied.

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

**PRICE
REFERENCES**

**90 POINTS
10 POINTS**

- 3.29 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.

- 3.30 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 sub-contract 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 sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract 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 sub-contractor under Knox County contracts.
- 3.31 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.
- 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.
 - Other weather issues shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 3.32 INSPECTION:** Knox County, Knox County Schools and the Public Building Authority reserve the right to inspect work in progress as well as make final inspection to approve completed work.
- 3.33 INSTALLATION:** The successful contractor(s) will be required to deliver and install all furniture orders to the destination noted on the Purchase Order. No additional charges will be allowed for these services. If there are installations that must be done after normal business hours, negotiations for installation charges will take place in the planning stages. Knox County requires the successful contractor(s) to supply any shortages such as hardware, brackets, screws, bolts, legs, glides, etc. These items are to be shipped overnight, at the expense of the vendor, if deemed necessary by the County in order to complete installation without further disruption of the county workplace. Partial shipments must not be scheduled for installation unless approved by the department contact. The successful contractor(s) must verify that all components of the order are complete before scheduling installation.
- 3.34 INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of 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 proposal.
- Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.
- 3.35 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.36 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.

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

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

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

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

3.36.5 A certificate of destruction shall be furnished by the Vendor with each corresponding invoice.

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

3.36.7 Invoice items must match the Purchase Order line items if order was placed via Purchase Order.

3.37 **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 that invoice. Rejected invoices will be returned to the Contractor for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.38 **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 desired 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.

3.39 **LOANER FURNITURE:** If damaged goods are discovered during delivery and installation, the successful contractor(s) must, at the user departments discretion, deliver loaner furniture to put in place while replacement furniture is on order. Loaner furniture must be similar in style, color and function to the original furniture ordered. At the contractor's expense, the loaner furniture must be installed within two (2) business days and removed promptly once the ordered furniture is ready for install.

3.40 **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:

3.40.1 Cancel the Contract, if it is currently in effect;

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

3.41 **NATIONAL COOPERATIVES:** Knox County reserves the right to purchase from National Cooperative contracts. These contracts currently include the following manufacturers: Haworth, Herman Miller, Hon, Knoll and KI. Knox County has been made aware these manufacturers extend their discounts to local authorized dealers. Bidders must list what cooperatives they are authorized to use.

3.42 **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.

3.43 **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.

- 3.44 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.
- 3.45 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) business days after the date fixed for opening the Invitation for Bid.
- 3.46 PRICING:** The Contractor(s) warrants that the discount percentage 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 discount percentage changes 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:
- 3.46.1** Continue with the existing prices;
 - 3.46.2** Request a lower price increase;
 - 3.46.3** Not accept the renewal offer.
- Contractor(s) must submit proof of discount decrease. If a discount decrease 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 decrease. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.47 PRODUCT MIX:** Knox County, Knox County Schools and the Public Building Authority prefer each vendor to bid manufacturers who have a complete product mix (i.e. Systems furniture, desks, files, bookcases and chairs). This will ensure that all finishes match and no "peace meal" offices will result. However, Knox County, Knox County Schools and the Public Building Authority reserve the right to purchase products from different manufacturers.
- 3.48 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.
- 3.49 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation.
- 3.50 QUOTES:** If awarded a contract, Contractor will be required to submit quotes referencing Invitation for Bid #2785 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.
- 3.51 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.
- 3.52 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.
- 3.53 REFERENCES:** Vendors must submit a list of three references with whom you have had service agreements of this nature within the past three (3) years. Show the name of the agency or institution, person to contact, a current telephone number and the nature and size of the Contract. Do not list Knox County Government, Knox County Schools or the Public Building Authority as a reference.

- 3.54 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.55 RETAINERS:** Knox County reserves the right to withhold a ten (10%) percent retainer on projects chosen by Knox County. These projects requiring retainers will be discussed in the planning stages. This retainer will ensure a timely response to "punch list" items that need correcting after installation has been completed. The successful contractor(s) must provide to the project coordinator, (all projects will have a designated coordinator), a firm delivery and correction date. Failure to meet this delivery date may be just cause for forfeiture of the ten (10%) percent retainer.
- 3.56 RETURN POLICY:** Bidders must state the return policy in their response. Items must be accepted as returns if, through no fault of Knox County, they are broken, defective, incorrect items, etc.
- 3.57 SCHEDULING OF WORK:** Contractor(s) shall cooperate with County and School officials in performing work so that interference with the normal program will be held to a minimum.
- 3.58 TURN-KEY OPERATION:** The successful contractor(s) must be able to provide a complete "turn-key" operation. The successful contractor must be able to design, order, warehouse, deliver and install any and all orders. No sub-contracting shall be done without prior express written consent from Knox County, Knox County Schools or the Public Building Authority.
- 3.59 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **February 22, 2019 at 4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.60 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.
- 3.61 VOLUME DISCOUNT:** Vendors may submit volume discount information with their bid, if applicable. However, points the evaluation of price will only be calculated based on the general discount percentage.
- 3.62 WARRANTY:** Vendors must submit written factory signed documentation, with their bid, of all warranties associated with the products bid. Vendors are hereby notified that any and all warranties shall not start until final acceptance of the furniture has been made.

SECTION IV SPECIFICATIONS

4.1 GENERAL OFFICE FURNITURE

4.1.1 Metal Case Goods/Systems Furniture: Metal case goods as used in this Invitation for Bid include, but are not limited to, desks, credenzas, file cabinets, chairs and bookcases. Systems furniture as used in this Invitation for Bid includes, but is not limited to, panels, work surfaces, filing pedestals, flipper door cabinets, accessories, etc.

- Panels must be panel to panel mounted, wall mounted or free-standing.
- Work surfaces must be able to be panel mounted, wall mounted or freestanding depending on the office environment. All work surfaces must be height adjustable. Must be able to accept center drawers, mouse trays and keyboard drawers.
- Filing pedestals must be work surface mounted or freestanding. Pedestals must also have different drawer combinations to accommodate different needs. Pedestals must be lockable.
- Flipper door cabinets must be panel mounted, wall mounted or freestanding on the work surfaces. Flipper door cabinets must be lockable and available in laminate as well as fabric door fronts.
- All accessories must have matching finishes and retrofit able among different workstations.
- Electrical assemblies and cabling must conform to all U.L. Listed standards.

- Desks must be available in traditional and contemporary styles. Desks must also be available in different paint finishes. Laminate tops with chrome legs are preferred but painted legs must also be available from the same manufacturer.
- Desks must be available in different sizes.
- Desks, file cabinets, bookcases and credenzas must all match in style and color options.
- Metal case goods must have a complete line of products in order to completely furnish one office or an entire department.
- Seating must also have matching finishes with an array of fabrics available. Fabric selections shall be limited to the middle grade fabric and below.

4.1.2 Wood/Wood Modular Case Goods: Wood case goods as used in this Invitation for Bid includes, but are not limited to: desks, credenzas, file cabinets, chairs and bookcases. Modular case goods as used in this Invitation for Bid includes, but not limited to: Work surfaces, credenzas, overhead units, file cabinets, chairs and bookcases.

- Desks must be available in traditional and contemporary styles. Desks must be available in different wood finishes. Laminate case goods are preferred, but wood or wood veneer must also be available from the same manufacturer.
- Desks must be available in different sizes and configurations.
- Wood case goods must have a complete line of complimentary products in order to completely furnish one office or an entire department.
- Seating must have matching finishes with an array of fabrics available. Fabric selections shall be limited to the middle grade fabric and below.
- Work surfaces must be available in traditional and contemporary finishes. Work surfaces must also be available in different paint finishes. Laminate tops with wood end panels are preferred but all laminate construction must also be available from the same manufacturer.
- Work surfaces must be available in different sizes and configurations.
- Overhead units must have laminate or fabric covered door units and accept task lighting.
- Modular case goods must have a complete line of products in order to completely furnish one office or an entire department.

4.1.3 Vendor may submit one metal and one wood manufacturer for consideration. Knox County will make the sole determination of acceptance of that manufacturer.

4.2 **QUICK SHIP PROGRAM:** Bidders shall include their quick-ship program catalog with their bid response, if applicable. Knox County requests a catalog with a diversity of office furniture categories such as furniture and furniture accessories. Bidders are to state their percent off catalog discount for these items. The discount offered must be the same on all items.

4.3 **USED FURNITURE:** If used furniture is available, bidders should include information regarding the location of any local showroom(s) and provide a percentage off tag price discount. The discount offered must be the same on all items.

Note: Bidders need not return pages 1 – 15 with their response.

SECTION IV VENDOR INFORMATION FOR INVITATION FOR BID 2785

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 email 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 T.C.A. § 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 if applicable.

5.8 I acknowledge the receipt of: (please write "YES" if you received one)

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

5.9 Do you accept the terms and conditions of the bid? ____Yes ____No ____Yes, with exception
If you do not fully accept the terms and conditions, please note the exceptions below:

5.10 Please state your return policy below:

5.11 Please identify any national cooperatives that you are authorized to use:

5.12 Discount Percentage

- General Office Furniture
Catalog Name: _____ Percentage off current year catalog _____%
- Quick Ship Program
Catalog Name: _____ Percentage off current year catalog _____%
- Used Furniture
Showroom location(s): _____
Percentage off tagged price _____%
- Volume Discount Information (if applicable): _____

- | | | | |
|-------------|--------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 5.13 | Will you accept the VISA Credit Card as payment per Section 1.19? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.14 | Is your company in full compliance with Section 2.21, Tax Compliance? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.15 | Have you attached authorized dealer statement per Section 3.5? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.16 | Have you included catalogs for as requested in Section 3.9? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.17 | Will your company allow Cooperative Purchasing? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.18 | Have you attached Warranty documentation per Section 3.62? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.19 | Have you attached the Sample Pricing Worksheet (Attachment A)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.20 | Have you attached the specification sheet(s) for items priced in Attachment A? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.21 | Have you attached Insurance Checklist (Attachment B)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.22 | Have you attached References (Attachment C)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.23 | Have you completed and attached the Criminal History Affidavit (Attachment D)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
SAMPLE PRICING
INVITATION FOR BID NUMBER 2785**

Vendor Name: _____

GENERAL OFFICE FURNITURE

WOOD RECEPTION STATION

MAHOGANY: SINGLE PEDESTAL DESK, RIGHT 72"W x 36"D x 29½"H, RIGHT RETURN with box/file 48"W x 24"D x 29½"H, RECEPTION STATION FOR L WORKSTATION 71 ¾" W X 82 ¾" D X 14 ¼" H RIGHT

Brand: _____ Item Number: _____

Catalog Name: _____ Page Number: _____

List Price for one (1) unit: \$ _____ Percent off Catalog Discount: ____% Final Price to Knox County: \$ _____

Notes: _____

METAL U WORKSTATION

LIGHT GRAY: PENINSULA WITH FULL END PANEL 70" W X 36" D X 29 ½" H, STACK ON STORAGE W/O DOOR 72" W X 13 ½" D X 36 1/4" H, BRIDGE 42" W X 24" D X 29 ½" H, FLIPPER DOORS 2 @ 36" W X 16" H, SINGLE PEDESTAL CREDENZA, LEFT 72" W X 24" D X 29 ½" H

Brand: _____ Item Number: _____

Catalog Name: _____ Page Number: _____

List Price for one (1) unit: \$ _____ Percent off Catalog Discount: ____% Final Price to Knox County: \$ _____

Notes: _____

WOOD U WORKSTATION

MAHOGANY: SINGLE PEDESTAL DESK, RIGHT 72" W X 36" D X 29 1/2" H, BRIDGE 48" W X 24" D X 29 ½" H, CREDENZA W/ BOX/FILE, LEFT 72" W X 24" D X 29 ½" H, OVERHEAD HUTCH W/WIRE MESH DOORS 70" W X 16 1/8" D X 48 ¾" H

Brand: _____ Item Number: _____

Catalog Name: _____ Page Number: _____

List Price for one (1) unit: \$ _____ Percent off Catalog Discount: ____% Final Price to Knox County: \$ _____

Notes: _____

METAL FILE CABINET

4 DRAWER LATERAL, LOCKING, LIGHT GRAY 42"W x 18"D x 52 ½" H

Brand: _____ Item Number: _____

Catalog Name: _____ Page Number: _____

List Price for one (1) unit: \$ _____ Percent off Catalog Discount: ____% Final Price to Knox County: \$ _____

Notes: _____

Note: Bidders must clearly note any alternates bid or deviations from measurements.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
SAMPLE PRICING
INVITATION FOR BID NUMBER 2785**

Vendor Name: _____

QUICK SHIP FURNITURE

HIGH BACK CHAIR

CONTOURED 3 ½ " THICK PADDED SEAT, FABRIC ABRASION TESTED TO A MINIMUM OF 70,000 DOUBLE RUBS. MESH BACK WITH BUILT IN LUMBAR SUPPORT. HEAVY-DUTY NYLON BASE WITH DUAL-WHEEL CARPET CASTERS. OVERALL DIMENSIONS: 27"W X 27"D X 38"-42"H SEAT DIMENSIONS: 21"W X 20"D X 19"-22"H

Brand: _____ Item Number: _____

Catalog Name: _____ Page Number: _____

List Price for one (1) unit: \$ _____ Percent off Catalog Discount: ____% Final Price to Knox County: \$ _____

Notes: _____

72" HEAVY DUTY STORAGE CABINET

POWDERCOAT FINISH, STEEL CONSTRUCTION WITH RAISED BASE. LOCKING CHROME HANDLES. FIVE (5) HEAVY DUTY SHELVES CAPABLE OF HOLDING UP TO 150 POUNDS EACH, ADJUSTABLE IN 2" INCREMENTS. STATIONARY. 36"W X 18"D X 72"H.

Brand: _____ Item Number: _____

Catalog Name: _____ Page Number: _____

List Price for one (1) unit: \$ _____ Percent off Catalog Discount: ____% Final Price to Knox County: \$ _____

Notes: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BID NUMBER 2785**

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: 20px;"> <tr> <td style="width: 50px; text-align: center;">X</td><td style="width: 150px;">ANY AUTO-SYMBOL (1)</td><td style="width: 50px;"></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 style="text-align: center;">\$1,000,000</td></tr> <tr> <td>BODY INJURY (Per-Person)</td><td></td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td></td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td></td></tr> </table>	COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	BODY INJURY (Per-Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)								
X	ANY AUTO-SYMBOL (1)																																
COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000																																
BODY INJURY (Per-Person)																																	
BODY INJURY (Per-Accident)																																	
PROPERTY DAMAGE (Per-Accident)																																	
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																														
		<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">CLAIM MADE</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">OCC</td> <td style="width: 50%;">EACH OCCURRENCE</td> <td style="width: 10%; text-align: center;">\$ 1,000,000</td> </tr> <tr> <td></td><td></td><td></td><td>FIRE LEGAL LIABILITY</td><td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td></td><td></td><td></td><td>MED EXP (Per person)</td><td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td colspan="3">GEN'L AGGREGATE LIMITS APPLIES PER</td><td>PERSONAL & ADV INJURY</td><td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td></td><td>POLICY</td><td style="text-align: center;">X</td><td>PROJECT</td><td style="text-align: center;">LO</td> </tr> <tr> <td></td><td></td><td></td><td>GENERAL AGGREGATE</td><td style="text-align: center;">\$ 2,000,000</td> </tr> </table>	CLAIM MADE	X	OCC	EACH OCCURRENCE	\$ 1,000,000				FIRE LEGAL LIABILITY	\$ 100,000				MED EXP (Per person)	\$ 5,000	GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY	\$ 1,000,000		POLICY	X	PROJECT	LO				GENERAL AGGREGATE	\$ 2,000,000	
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	POLICY	X	PROJECT	LO																													
			GENERAL AGGREGATE	\$ 2,000,000																													
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																													
NO	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																														
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																														
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																														
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																														
NO		PROFESSIONAL LIABILITY																															
NO NO NO NO	10.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50px;"></td><td style="width: 150px;">ARCHITECTS & ENGINEERS</td><td style="width: 50px;"></td></tr> <tr> <td></td><td>ASBESTOS & REMOVAL LIABILITY</td><td></td></tr> <tr> <td></td><td>MEDICAL MALPRACTICE</td><td></td></tr> <tr> <td></td><td>MEDICAL PROFESSIONAL LIABILITY</td><td></td></tr> </table>		ARCHITECTS & ENGINEERS			ASBESTOS & REMOVAL LIABILITY			MEDICAL MALPRACTICE			MEDICAL PROFESSIONAL LIABILITY		<table border="1" style="width: 100%;"> <tr> <td style="width: 50px;"></td><td style="width: 150px;">ARCHITECTS & ENGINEERS</td><td style="width: 50px;"></td></tr> <tr> <td></td><td>ASBESTOS & REMOVAL LIABILITY</td><td></td></tr> <tr> <td></td><td>MEDICAL MALPRACTICE</td><td></td></tr> <tr> <td></td><td>MEDICAL PROFESSIONAL LIABILITY</td><td></td></tr> </table>		ARCHITECTS & ENGINEERS			ASBESTOS & REMOVAL LIABILITY			MEDICAL MALPRACTICE			MEDICAL PROFESSIONAL LIABILITY							
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																														
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																														
NO	13.	MOTOR CARGO INSURANCE																															
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																														
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																														
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																														
NO	17.	DISHONESTY BOND	\$																														
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																														
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																														

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
INVITATION FOR BID NUMBER 2785**

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size and nature. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are illegible, incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Name of Firm:	
Contact Person:	Phone Number:
Email Address:	
Nature of Contract:	
Duration of Contract:	
Approximate Dollar Value of Contract:	

Name of Firm:	
Contact Person:	Phone Number:
Email Address:	
Nature of Contract:	
Duration of Contract:	
Approximate Dollar Value of Contract:	

Name of Firm:	
Contact Person:	Phone Number:
Email Address:	
Nature of Contract:	
Duration of Contract:	
Approximate Dollar Value of Contract:	

**ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK
INVITATION FOR BID NUMBER 2785**

**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: _____