The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Metal and Plastic Pipe** as specified herein. Bids must be received by **2:00 p.m.** on **April 04, 2019**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 2794
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Karen D. Smitherman, CPPB, Manager of Construction and Energy Contracts, at 865.215.5753. Questions may be faxed to 865.215.5778. Karen may also be reached at karen.smitherman@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

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

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

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

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

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Electronic submissions are recorded electronically. 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.

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

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

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

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

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

Lori Holmann, Business Outreach Coordinator
Knox County Procurement
Telephone: 865.215.5757
Fax: 865.215.5778
E-mail: lori.holmann@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COOPERATIVE PURCHASING:** Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

1.10 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies. If submitting electronically, no additional copies are needed.

1.11 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.12 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.

1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.14 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.16 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via 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 on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. 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 bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time** on **March 27, 2019**. 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 or submitting your bid through our on-line portal, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services. The submission of your bid through our on-line portal will be the acknowledgement of signature.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.25 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **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:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

2.9 **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, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.16 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (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, 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.

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 and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.21 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.22 **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 this solicitation is to convey to prospective vendors the general type and quality of Metal and Plastic Pipe to be delivered as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

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

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

3.3.2 Invoices for Knox County Schools:
Knox County Schools Maintenance & Operations
Attn: Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

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

3.5 **AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting Contract.

3.6 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

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

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

3.9 **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 a bid.

3.10 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract, if applicable. Certifications of technicians shall be included in the bid package. It shall be the awarded vendor's responsibility to maintain current certification(s) with Knox County Procurement for the duration of the Contract.

3.11 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service. The approval notification will be done in writing and the Contractor(s) will be notified of the price schedule and the effective date of the change. This documentation will become part of the bid file. No approvals will be authorized verbally.

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 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 number, cell phone numbers, 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 that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.14 **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 **DELIVERY OF MATERIAL(S):** Vendors must state the number of business days that it will take to delivery material(s) after receipt of a signed Purchase Order. Vendor must state the number of business hours, not a range of business hours. For example, an unacceptable answer is "3-6 business hours." Vendors must be specific and state either "3 business hours" or "6 business hours." If Vendor states a range of business hours, Knox County will base their answer on the maximum number of business days provided. Vendors must state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. If actual delivery time continues to be inconsistent with stated delivery time, then Knox County reserves the right to revoke the award.

3.16 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

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

Price	80 Points
Delivery of Materials	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

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

3.20 **FORCE MAJEURE:** If Contractor shall be unable to carry out their obligations under the resulting Contract due to causes beyond their control (e.g. an act of God, acts of terrorism, war, flood and riot), this Contract shall remain in effect, but the Contractor's obligations shall be suspended for a period equal to the disabling circumstance.

The Contractor shall give the County prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature of the occurrence and its expected duration, and shall continue to furnish timely regular reports with respect thereto during the period of Force Majeure. Contractor shall continue to provide services without interruption which are unaffected by Force Majeure.

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 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 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 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 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.

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

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

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

3.24 **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 (E-mail) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.25 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.25.1 The invoice must show the amount due to the Contractor by Knox County.
3.25.2 The invoice must show an itemized detailed material count, including: the date(s) of delivery; the location material(s) was delivered to; description of the material(s) delivered; the associated unit price as stated in the Contract; and a copy of the delivery ticket(s), if applicable.
3.25.3 Invoices are to be original and uniquely pre-numbered.
3.25.4 Invoices which do not show this information are subject to rejection.

3.26 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives an invoice.

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

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

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

- **a.** Cancel the Contract, if it is currently in effect;
- **b.** Determine the amount that the participating agency was overcharged, and submit a request for payment from the Contractor for that amount.

3.29 **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. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.30 **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.

3.31 **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.

3.32 **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 Bids.

3.33 **PARTS STOCKING:** The successful bidder(s) must maintain an inventory of Metal and Plastic Pipe sufficient to guarantee Knox County that ninety (90) percent of all orders will be immediately available for delivery or pick up.

3.34 **PATENTS AND COPYRIGHTS:** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend Knox County and/or KCS against any claim, suit or proceeding brought against Knox County and/or KCS which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Knox County and/or KCS.

3.35 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.36 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Knox County will consider price increase requests when a government imposes a new fee, tariff, or tax which cannot be waived for Knox County's requested products and/or services; supporting documentation will be required. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

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

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

3.37 **PRODUCT DELIVERY:** Products ordered under this agreement will typically be delivered to Knox County Engineering & Public Works, 205 W. Baxter Avenue, Knoxville, TN 37917. Knox County may request delivery to a specified address within the County limits. Knox County reserves the right to pick up materials at the awarded Vendor's business location(s). Any products procured with a Purchase Order shall clearly state the delivery address or state that Knox County will pick up the products. There shall be no additional charge for delivery of materials, if requested.

3.38 **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.

3.39 **QUALITY CONTROL:** Bidders must supply material that is of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said material shall be cause for termination of the Contract. Knox County may require that defective material be promptly replaced/repaired by the vendor at no cost to the County.

3.40 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County will purchase these items on an "as-needed" basis. For informational purposes only, Knox County spent $63,675.29 in FY 2017 and $57,905.20 in FY 2018 on these products.

3.41 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.42 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

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

3.44 **SAFETY AND PROTECTION:** The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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

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

3.45 **SAFETY DATA SHEETS:** As part of our efforts to comply with the OSHA Hazardous Chemical Communication Law (1910.1200), each vendor must furnish, the most current Safety Data Sheets (SDS) for all products that you sell to Knox County.

3.46 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.47 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **March 27, 2019**. Submit questions as noted in Section 1.1.

3.48 **TERMINATION:** In the event Contractor intends to interrupt or discontinue service under the resulting Contract, Contractor agrees to give County sixty (60) days' advance written notice of said interruption of discontinuance of service prior to interrupting or discontinuing it. Any interruption or discontinuance of service without said advance written notice shall constitute a material breach of the Contract.

3.49 **WARRANTY:** Bidders must state the warranty for materials provided under this Contract. Contractor(s) shall not charge the County for any labor costs incurred in repairing or replacing defective material or making repairs for items still under warranty. Knox County shall not be charged under any circumstance for any repairs under warranty.

SECTION IV SPECIFICATIONS

4.1 **SPECIFICATIONS:** The following are required specifications for the metal pipe:

- Vendor must maintain a complete inventory and/or fabrication processing facility, which has been subjected to and approved by the Division of Materials and Testing, the State of Tennessee, Department of Transportation.
- Vendor must state the location of the nearest distribution point.
- Vendor must be able to supply pipe in exact linear foot measurements ordered.
- Vendor must have pipe available for delivery or pick up within a maximum of two (2) business days from order.

4.1.1 **Aluminized Steel Type 2 Corrugated Metal Pipe – Round:** This pipe shall meet or exceed the requirements of Subsection 915.02 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction and ASTM A929. The gauge and thickness will be the minimum as shown in the following, unless otherwise specified. Pipe with helical corrugations shall be re-rolled to form circumferential corrugations as per AASHTO M-274 regarding end finish.

Aluminized Steel Type 2 Corrugated Metal Pipe – Round – 2 ⅔ x ½ Inch	
Diameter – Inches	**Sheet Gauge Number**
12" – 48"	14
18" – 60"	12
72" – 96"	10

Aluminized Steel Type 2 Corrugated Metal Pipe – Round – 5 x 1 Inch	
Diameter – Inches	**Sheet Gauge Number**
54" – 144"	10

4.1.2 **Aluminized Steel Type 2 Corrugated Metal Pipe – Arch:** This pipe shall meet or exceed the requirements of Subsection 915.02 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction and ASTM A929. The gauge and thickness will be the minimum as shown in the following, unless otherwise specified. Pipe with helical corrugations shall be re-rolled to form circumferential corrugations as per AASHTO M-274 regarding end finish. The sizes shall be identified by the span and height in inches and shall be manufactured from the thickness metal indicated in tables below, if not otherwise specified.

Arch Pipe						
Pipe Arch Size	**Equivalent Diameter**	**Span**	**Rise Inches**	**Minimum Corner Radius**	**Minimum Thickness**	**Sheet Gauge Number**
28" x 20"	24"	28"	20"	3"	0.101	12
35" x 24"	30"	35"	24"	3 ½"	0.101	12
42" x 29"	36"	42"	29"	3 ½"	0.101	12
49" x 33"	42"	49"	33"	4"	0.101	12
57" x 38"	48"	57"	38"	5"	0.101	10
64" x 43"	54"	64"	43"	5"	0.129	10
71" x 47"	60"	71"	47"	7"	0.129	10
81" x 59"	72"	81"	59"	7"	0.129	10

4.1.3 **High-Performance Polypropylene Pipe:** This pipe shall meet or exceed the requirements of Subsection 915.02 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction. Polypropylene compound for pipe and fitting productions shall be impact modified copolymer meeting the material requirements of ASTM F2881, Section 5 and AASHTO M330, Section 6.1. The Manning's "n" value shall be 0.012. The pipe shall utilize an enhanced dual wall construction, smooth interior, and annular exterior corrugations. The pipe shall be joined with a gasketed integral bell and spigot joint meeting the requirements of F2881. Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer with a joint lubricant and covered with a removable, protective wrap to ensure the gasket is free from debris. The pipe shall have an exterior bell wrap installed by the manufacturer. Fittings shall conform to ASTM F2881 and AASHTO M330. Bell and spigot connections shall utilize a spun-on, welded or integral bell and spigots with gaskets meeting ASTM F477. Bell and spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations. The pipe shall meet or exceed testing of ASTM F1417 or ASTM F2487.

4.2 **DETAILED SUBMITTAL:** Vendors **must** submit a detailed specification sheet with their bid listing for all Metal & Plastic Pipe as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all items are bid as specified.

Note: Failure to respond to Section 4.2 may be just cause for rejection of bid.

4.3 **DISCOUNT FOR OTHER GOODS:** Bidders must state the discount given for all other goods not stated in this solicitation that the bidder can provide at their location(s). If bidder does not provide a discount for other goods, please state Zero Percent (0%).

4.4 **LOCAL PICKUP:** The vendor's location must be within Knox County limits. Store locations must be open Monday through Friday during normal business hours. Bidders **must** provide the business location and hours of operation in Section 5.14.

Please note that it is not necessary to return pages one (1) through twelve (12). You must complete and return pages thirteen (13) through twenty (20).

SECTION V VENDOR INFORMATION FOR BID NUMBER 2794, METAL AND PLASTIC PIPE

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

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Fax Number: _____

5.7 Vendor's E-mail address: _____

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

Authorizing Signature: _____
(Sign in BLUE ink)

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

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

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

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

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

_____

_____

5.12 Total Number of Years in Business: _____

5.13 Total Number of Local Employees: _____

5.14 Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 2794, METAL AND PLASTIC PIPE – CONTINUED

VENDOR NAME: _____

Additional Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.15	**Will you allow Cooperative Purchasing as detailed in Section 1.9?**	**YES**	**NO**
5.16	**Did you include the correct number of exact copies as detailed in Section 1.10?**	**YES**	**NO**
5.17	**Will you accept Electronic Commerce Cards as payment as detailed in Section 1.17?**	**YES**	**NO**
5.18	**Will you allow Knox County designees to tour and inspect your facility as per Section 2.18?**	**YES**	**NO**
5.19	**Did you include your certifications as detailed in Section 3.10?**	**YES**	**NO**
5.20	**Did you include your fully executed Insurance Checklist as detailed in Section 3.23?**	**YES**	**NO**
5.21	**Can you meet the Parts Stocking Requirement as detailed in Section 3.33?**	**YES**	**NO**
5.22	**Did you include your SDS Sheets for the products bid as detailed in Section 3.45?**	**YES**	**NO**
5.23	**Did you include your Detailed Submittal Sheets for the products bid as detailed in Section 4.2?**	**YES**	**NO**
5.24	**What is your Warranty (in calendar days) offered for products bid?**	_____	**DAYS**
5.25	**Did you complete and include the pricing in Section VI and submit it with your bid?**	**YES**	**NO**

5.26 **Delivery guaranteed to be completed within _____ business hours after receipt of a signed Purchase Order. NOTE: "ASAP" will not be accepted as a delivery time.**

5.27 **Discount for other goods not listed in sample pricing: _____%**

SECTION VI VENDOR PRICING FOR BID NUMBER 2794, METAL AND PLASTIC PIPE

VENDOR NAME: _____

The following table includes materials that Knox County may purchase from the resulting Term Contract. **Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.**

	Type of Material	Unit of Measure	Price per UOM
6.1	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 12" diameter, 14 gauge, per specifications	LF	
6.2	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.3	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 15" diameter, 12 gauge, per specifications	LF	
6.4	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.5	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 15" diameter, 14 gauge, per specifications	LF	
6.6	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.7	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 18" diameter, 14 gauge, per specifications	LF	
6.8	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.9	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 24" diameter, 14 gauge, per specifications	LF	
6.10	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.11	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 30" diameter, 14 gauge, per specifications	LF	
6.12	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.13	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 36" diameter, 14 gauge, per specifications	LF	
6.14	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.15	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 42" diameter, 14 gauge, per specifications	LF	
6.16	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.17	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 48" diameter, 14 gauge, per specifications	LF	
6.18	Band, H-12, 1 foot wide, 16 gauge, 2 2/3 x ½ for item directly above	EA	
6.19	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 18" diameter, 12 gauge, per specifications	LF	
6.20	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.21	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 24" diameter, 12 gauge, per specifications	LF	
6.22	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	

SECTION VI VENDOR PRICING FOR BID NUMBER 2794, METAL AND PLASTIC PIPE – CONTINUED

VENDOR NAME: _____

	Type of Material	Unit of Measure	Price per UOM
6.23	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 30" diameter, 12 gauge, per specifications	LF	
6.24	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.25	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 36" diameter, 12 gauge, per specifications	LF	
6.26	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.27	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 42" diameter, 12 gauge, per specifications	LF	
6.28	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.29	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 2 ⅔ x ½ inch corrugations, 48" diameter, 12 gauge, per specifications	LF	
6.30	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.31	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 5 x 1 inch corrugations, 54" diameter, 10 gauge, per specifications	LF	
6.32	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.33	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 5 x 1 inch corrugations, 60" diameter, 10 gauge, per specifications	LF	
6.34	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.35	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 5 x 1 inch corrugations, 72" diameter, 10 gauge, per specifications	LF	
6.36	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.37	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 5 x 1 inch corrugations, 84" diameter, 10 gauge, per specifications	LF	
6.38	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.39	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 5 x 1 inch corrugations, 96" diameter, 10 gauge, per specifications	LF	
6.40	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.41	Aluminized Steel Type 2 Corrugated Metal Round Pipe, 5 x 1 inch corrugations, 108" diameter, 10 gauge, per specifications	LF	
6.42	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.43	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 2 ⅔ x ½ inch corrugations, 24" diameter, 12 gauge, per specifications	LF	
6.44	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	

SECTION VI VENDOR PRICING FOR BID NUMBER 2794, METAL AND PLASTIC PIPE – CONTINUED

VENDOR NAME: _____

	Type of Material	Unit of Measure	Price per UOM
6.45	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 2 ⅔ x ½ inch corrugations, 30" diameter, 12 gauge, per specifications	LF	
6.46	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.47	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 2 ⅔ x ½ inch corrugations, 36" diameter, 12 gauge, per specifications	LF	
6.48	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.49	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 2 ⅔ x ½ inch corrugations, 42" diameter, 12 gauge, per specifications	LF	
6.50	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.51	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 2 ⅔ x ½ inch corrugations, 48" diameter, 12 gauge, per specifications	LF	
6.52	Band, H-12, 1 foot wide, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.53	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 5 x 1 inch corrugations, 54" diameter, 10 gauge, per specifications	LF	
6.54	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.55	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 5 x 1 inch corrugations, 60" diameter, 10 gauge, per specifications	LF	
6.56	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.57	Aluminized Steel Type 2 Corrugated Metal Arch Pipe, 5 x 1 inch corrugations, 72" diameter, 10 gauge, per specifications	LF	
6.58	Band, 10-C, 2 foot fully corrugated, 16 gauge, 2 ⅔ x ½ for item directly above	EA	
6.59	High Performance Polypropylene Pipe, 12" diameter, HP Storm or equal, per specifications	LF	
6.60	HDPE Split Band Couplers for 12" diameter pipe	EA	
6.61	High Performance Polypropylene Pipe, 15" diameter, HP Storm or equal, per specifications	LF	
6.62	HDPE Split Band Couplers for 15" diameter pipe	EA	
6.63	High Performance Polypropylene Pipe, 18" diameter, HP Storm or equal, per specifications	LF	
6.64	HDPE Split Band Couplers for 18" diameter pipe	EA	
6.65	High Performance Polypropylene Pipe, 24" diameter, HP Storm or equal, per specifications	LF	
6.66	HDPE Split Band Couplers for 24" diameter pipe	EA	
6.67	High Performance Polypropylene Pipe, 30" diameter, HP Storm or equal, per specifications	LF	
6.68	HDPE Split Band Couplers for 30" diameter pipe	EA	

SECTION VI VENDOR PRICING FOR BID NUMBER 2794, METAL AND PLASTIC PIPE – CONTINUED

VENDOR NAME: _____

	Type of Material	Unit of Measure	Price per UOM
6.69	High Performance Polypropylene Pipe, 36” diameter, HP Storm or equal, per specifications	LF	
6.70	HDPE Split Band Couplers for 36” diameter pipe	EA	
6.71	High Performance Polypropylene Pipe, 42” diameter, HP Storm or equal, per specifications	LF	
6.72	HDPE Split Band Couplers for 42” diameter pipe	EA	
6.73	High Performance Polypropylene Pipe, 48” diameter, HP Storm or equal, per specifications	LF	
6.74	HDPE Split Band Couplers for 48” diameter pipe	EA	
6.75	High Performance Polypropylene Pipe, 60” diameter, HP Storm or equal, per specifications	LF	
6.76	HDPE Split Band Couplers for 60” diameter pipe	EA	

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

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 2794

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 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
		CLAIM MADE / X / OCCUR	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 / LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

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

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

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

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

24. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: _____Authorizing Signature: _____

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

Bidder Name: _____ Authorizing Signature: _____