

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Surplus Book Removal Services** as specified herein. Bids must be received by **2:00 p.m. on April 11, 2019**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2798
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 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 businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

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

Lori Holmann
Coordinator of Business Outreach
Knox County Procurement Division
Telephone: 865.215.5757
Email: lori.holmann@knoxcounty.org

- 1.8 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are required with an electronic bid response.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.14 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.15 NON-COLLUSION:** 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.
- 1.16 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.
- 1.17 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.

- 1.18 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:
- 1.18.1** Be submitted on recycled paper;
 - 1.18.2** Not include pages of unnecessary advertising;
 - 1.18.3** Be made on both sides of each sheet of paper.
- 1.19 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 **March 28, 2019 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.20 SIGNING OF BIDS:** **In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.21 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.
- 1.22 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.
- 1.23 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.
- 1.24 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.
- 1.25 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "On-line Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.26 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services.
- Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Surplus Book Removal Services as desired by Knox County and Knox County Schools. 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. Upon award of the Contract, a list of all departments with the associated agency can 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 for Knox County Schools is as follows:
- Knox County Schools
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org
- 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 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.
- 3.6 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. Personal information will be kept confidential.
- 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 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.
- 3.9 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.
- 3.10 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.

- 3.11 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.
- 3.12 CONTRACTOR RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:
- 3.12.1** Provide qualified supervision;
 - 3.12.2** Provide qualified workers;
 - 3.12.3** Perform work without unnecessarily interfering with Knox County activities or other Contractor(s).
- 3.13 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.
- 3.14 COOPERATIVE PURCHASING:** Vendors are to indicate whether or not it is permissible for other governments in Tennessee to utilize these services at the same percentage return. Freight charges can be adjusted to reflect differences in transportation costs. Indicate any additional delivery charges or minimum orders for utilization by other entities.
- 3.15 DESTINATION AND DELIVERY:** All destination and pickup charges must be accounted for in the bidder's percentage return. **There will be no extra hidden charges.** Pick up of surplus textbooks and educational material must be free to the County department.
- 3.16 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|-------------------|-----------|
| Percentage Return | 90 Points |
| References | 10 Points |
- 3.17 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.
- 3.18 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

- 3.19 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.
- 3.20 INSURANCE:** The successful Vendor(s) may be required 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 may 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.
- 3.21 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.
- 3.22 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.
- 3.22.1** The invoice must show the amount due to Knox County by the Contractor.
- 3.22.2** The invoice must show an itemized detailed service/material count, including: type of service(s), type of item(s) collected, quantity item(s), the associated unit price for the service(s)/item(s), Knox County's percentage return, site location (address to be included), date work was performed and the Contract number, as applicable.
- 3.22.3** A copy of the signed service ticket for each service visit listed on the invoice will be included.
- 3.22.4** Invoices are to be original and uniquely pre-numbered.
- 3.22.5** Invoices which do not show this information are subject to rejection.
- 3.23 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of 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.
- 3.24 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.
- 3.25 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the highest percentage return offered by your company for similar services. If at any time during the Contract period your company offers a higher percentage return to another customer and prior notification of said return is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:

- 3.25.1 Cancel the Contract, if it is currently in effect;
- 3.25.2 Determine the amount that the participating agency was not reimbursed, and submit a request for payment from the Contractor for that amount.

3.26 NEWS RELEASES BY VENDORS: As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.27 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 OFFER WITHDRAWAL: No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

3.29 PRICING: The Contractor(s) warrants that the percentage return 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 percentage return to Knox County is decreased 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. Reductions will only be considered at the renewal period(s). If the adjustment is rejected the vendor may:

- 3.29.1 Continue with the existing percentage return;
- 3.29.2 Request a lower reduction;
- 3.29.3 Not accept the renewal offer.

Contractor(s) must submit proof of price increase related to a requested percentage return reduction. If the adjustment 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.

3.30 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.

3.31 QUANTITIES: Knox County does not guarantee any quantity of services will be utilized under this solicitation. Knox county cannot estimate the number of books that will be collected as needs vary.

3.32 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.

3.33 REFERENCES: The vendor must provide three (3) references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Do not list Knox County Government or Knox County Schools as a reference. References shall be submitted on Attachment A of this solicitation.

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

3.35 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, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.36 RESPONSE TIME: Bidders must state the number of business days for both the start and completion of service after receipt of a request. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when lead time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "3 – 5 business days." Vendors must be specific and state either "3 business days" or "5 business days." If Vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

Failure of a vendor to provide service within the time specified, or within reasonable time as interpreted by Knox County, shall constitute authority for the participating agency to purchase from the open market services of comparable grade to replace the services rejected or not delivered.

3.37 REVENUE: Knox County Schools will only accept checks as a return for the re-sale of surplus books and other education materials. Checks must be received no later than thirty (30) calendar days after books and educational materials are sold. Please mail checks to:

Knox County Schools Library Media Services
Attention: Sarah Culp Searles
Andrew Johnson Building, 10th Floor
912 S. Gay Street
Knoxville, TN 37902

3.38 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.

3.39 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **March 28, 2019 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.40 TENNESSEE REGISTRATION: The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF SERVICES

4.1 VENDOR RESPONSIBILITIES:

- 4.1.1** The requirements of the services include:
- The identification, marketing and sale of out of adoption books and other educational materials generating a return for Knox County Schools;
 - The disposal of the non-saleable books and other educational materials in the most environmentally friendly manner and;
 - The minimization of any staff time involvement on behalf of Knox County Schools.
- 4.1.2** The Contractor shall provide all labor, supervision, services, equipment, materials, etc. to provide Knox County with a program for the disposal of surplus, out of adoption books. The services shall include, at a minimum, but not necessarily limited to, the following:
- Provide all staff, labor, materials, supplies, equipment, vehicles etc. to pick-up all surplus books.
 - Survey, separate differing books, combine like books and count and inventory all books in order to identify and list all books received from the County. Provide list of inventory to Knox County upon request.
 - Market and sell all re-saleable books maximizing any return to the County.
 - Dispose of all non-re-saleable books in the most environmentally friendly manner possible and in accordance with all applicable legal guidelines and mandates.
 - Provide Knox County Schools with a percentage of any monies received from the re-sale of any educational materials and certification/verification as to the final disposition of all non-saleable materials.
- 4.1.3** All surplus books and educational materials are to be picked-up at 1000 North Central Street, Knoxville, TN 37917. There is a loading dock available for use at this location.

4.2 COUNTY RESPONSIBILITIES:

- 4.2.1** The County is most familiar with the day-to-day issues related to surplus books and envisions a collaborative relationship with the contractor and intends to play a proactive role in the scheduling of all services to be provided by the contractor.
- 4.2.2** The County will designate a representative to act on behalf of the County with respect to the work to be performed under the contract. Such representative shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions as applicable. The representative will not have the authority to amend any provision of the Contract. Any amendment must be issued by Knox County Procurement.
- 4.2.3** County personnel will available for meetings with the contractor.

- 4.3** **PERFORMANCE TIMEFRAME:** Bidders shall include a time-line indicating initiation and completion of all phases and tasks upon notification of readiness of books to be picked up and disposed.

- 4.4** **PRICING SCHEDULE:** Knox County Schools seeks to gain a return for its "out of adoption" books and has no staff funds budgeted for the Program; therefore the County shall only consider those respondents offering a "No Cost to the County" program. All costs incurred by the Contractor in providing the needed services will be borne by the Contractor. The cost proposal shall include a percentage of return to the County, based on volume, for re-sales of books and other materials.

SECTION V VENDOR INFORMATION AND PRICING FOR INVITATION FOR BID 2798

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 Tennessee Code Annotated § 12-12-106.
Authorizing Signature: _____
Sign Original in Blue Ink
- 5.7 Vendor's Knox County Business License Number (if applicable): _____
Attach a Copy of the License
- 5.8 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 Is your company in full compliance with Section 2.20, Tax Compliance? _____ Yes _____ No
- 5.11 Will your company allow Cooperative Purchasing per Section 3.14? _____ Yes _____ No
- 5.12 Will your company provide services per Section 4.4.1 at no cost to Knox County? _____ Yes _____ No
- 5.13 Did you complete and return Attachment A (References)? _____ Yes _____ No
- 5.14 Did you complete and return Attachment B (Insurance Checklist)? _____ Yes _____ No
- 5.15 Did you complete and return Attachment C (Criminal History Affidavit)? _____ Yes _____ No
- 5.16 Book Removal Services will begin within _____ business days from notification of County preparedness and be completed within _____ business days from notification of County preparedness.
- 5.17 Percentage of return to the County, based on volume, for resale of books and other educational materials.
_____ % for _____ volume
_____ % for _____ volume
_____ % for _____ volume
_____ % for _____ volume
_____ % for _____ volume

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
INVITATION FOR BID NUMBER 2798**

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least one year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. 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. **Do not use Knox County Schools or Knox County as a reference.**

Name of Entity/Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Entity/Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

Name of Entity/Firm: _____
Contact Person: _____ Phone Number: _____
Email Address: _____ Fax Number: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over life of contract)
Contract start date: _____ Contract end date: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BID NUMBER 2798

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>\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per-Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	BODY INJURY (Per-Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																						
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BODY INJURY (Per-Accident)																																															
PROPERTY DAMAGE (Per-Accident)																																															
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;"></td> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 50px; text-align: center;">X</td> <td style="width: 50px;">OCC</td> <td style="width: 100px;"></td> <td style="width: 100px;"></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td>POLICY</td> <td>X</td> <td>PROJECT</td> <td> </td> <td>LO</td> </tr> </table>		CLAIM MADE	X	OCC															GEN'L AGGREGATE LIMITS APPLIES PER							POLICY	X	PROJECT		LO	<table border="1" style="width: 100%;"> <tr> <td> </td> <td>LIMITS</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
	CLAIM MADE	X	OCC																																												
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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	10.	PROFESSIONAL LIABILITY																																													
NO		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 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 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's Name: _____ Authorizing Signature: _____

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK
INVITATION FOR BID NUMBER 2798

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: _____