

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Industrial Lubricants** as specified herein. Bids must be received by **2:00 p.m. on November 6, 2019**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

**Bid Number 2904
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Tom Seagle, CPPB, at 865.215.5603. Questions may be faxed to 865.215.5778 or emailed to tom.seagle@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 sixty (60) 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, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award.
- 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. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of 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 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all 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 small, minority or woman owned business and would like additional information about our Business Outreach Program please contact:

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

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COOPERATIVE PURCHASING:** Vendors are to 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. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.12 DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be one (1) marked original and one (1) exact copy.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile and email submission is strictly prohibited.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing 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. 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.
- 1.15 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures regarding solicitations and weather delays.
- 1.15.1** 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.
- 1.15.2** Other weather issues shall be at the sole discretion of the Procurement Director.
- 1.15.3** Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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.
- 1.18 NON-DISCRIMINATION:** Vendors, during the performance of this Contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- 1.19 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 Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.20 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** 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 bidder's ability.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids submitted on paper shall:
- 1.23.1** Be submitted on recycled paper;
 - 1.23.2** Not include pages of unnecessary advertising;
 - 1.23.3** Be made on both sides of each sheet of paper.
- 1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid 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 **October 25, 2019 by 4:30 p.m.** These requirements also apply to specifications that are ambiguous.
- 1.25 SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink. 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 and/or services and the Vendors subsequent response.
- 1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.28 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination on 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 and Title IX.
- 1.29 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.30 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.
- 1.31 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/Procurement. Select the Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

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

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by Knox 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. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**
- 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 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 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 LIMITATION 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) Written Contract, (2) Invitation for Bid, (3) Bid Response, (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:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this bid is to convey to prospective bidders the type and quality of Industrial Lubricants as desired by the Knox County Fleet Service Center. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or 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 Fleet Service Center and any other departments that may use this Term Contract. The successful vendor(s) will be required to invoice, as well as post payment, to the proper agency.
- 3.4 ADDITION/DELETION OF GOODS/SERVICES:** Knox County may, but shall not be required to, request the vendor to add goods/services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will add such goods/services under this Contract. Pricing for any additional goods/services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete from the Contract goods/services in the pricing sheet without terminating the entire Contract.
- 3.5 AWARD STATUS:** Knox County intends to issue a one-year (1) 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 and the Knox County Schools reserves the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserves the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.
- 3.6 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the Contractor's staff providing services to certain information-sensitive departments (i.e. Knox County Sheriff's Office and the court system areas). Certain felony convictions will prohibit individuals from servicing these departments. All costs associated with background checks will be the responsibility of Knox County.
- 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 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.10 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.
- 3.11 CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County to avoid any interruption of service.
- 3.12 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful bidder(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 documents or as Contract attachments.

3.13 DESTINATION AND DELIVERY: Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.14 DELIVERY TIME: Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is “1 – 4 business days.” Vendors must be specific and state either “1 business day” or “4 business days.” If Vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.15 DISCONTINUED ITEMS: The successful bidder shall notify the Knox County Purchasing Division of any items that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 EVALUATION CRITERIA:

Price	80 points
Delivery	20 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 INSURANCE CHECKLIST: Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance along with all endorsement pages showing the specified coverage and listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage with no lapse in coverage. If found to have a lapse in insurance coverage the vendor may be immediately terminated and debarred from doing business with Knox County.

3.19 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. Invoices must be submitted in triplicate and must match the corresponding purchase order number. There shall be no component billing.

Invoicing and account information is as follows:

3.19.1 Invoices for Knox County Fleet Service Center:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.20 INVOICE REVIEW: Knox County shall review all invoices for adherence to the terms and conditions of the Contract, variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction.

If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.21 NEW MATERIAL: Unless specified otherwise in the bid package, Contractor(s) 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 the bid. Refurbished or remanufactured materials **will not** be accepted.

- 3.22 NEWS RELEASES BY CONTRACTORS:** 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.
- 3.23 NO CONTACT POLICY:** After the date and time the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.24 OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **October 25, 2019 by 4:30 p.m.** local time.
- 3.25 PRICING:** Vendors are to quote a firm fixed price for the next twelve (12) months. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:
- 3.25.1** Continue with existing prices;
 - 3.25.2** Not accept the renewal offer;
 - 3.25.3** Request a lower price increase.
- If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.26 QUALITY CONTROL:** Bidders must supply industrial lubricants that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said industrial lubricants shall be cause for termination of the Contract.
- 3.27 QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from of this term Contract. Knox County has spent approximately \$110,000 with the current Contracted Vendors from Fiscal year 2015 – Fiscal Year 2019.
- 3.28 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.
- 3.29 REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced 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.
- 3.30 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 work performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Vendor. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public

- 3.31 SAFETY DATA SHEETS:** As part of our efforts to comply with the OSHA Hazardous Chemical Communications Law (1910.1200), each vendor must furnish, if requested by Knox County, the most current Safety Data Sheets (SDS) for all chemical products included in the Example Pricing (Section VI) that you are bidding on. If, however, the material is non-hazardous, then a letter or statement should be submitted, if requested by Knox County, indicating the same. Vendor(s) must provide Knox County with Safety Data Sheets (SDS) for all products delivered to Knox County under this Contract.
- 3.32 SAMPLES:** Knox County may request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made in writing following the opening of bids. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 3.33 STOCKING:** The successful bidder(s) must maintain an inventory of industrial lubricants sufficient to guarantee the Knox County Fleet Service Center that ninety (90) percent of all orders will be immediately available for delivery.
- 3.34 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without approval.
- 3.35 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.36 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **October 25, 2019 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

SECTION IV PRICING

Pricing is to be a percentage off list price for all Industrial Lubricants (e.g.: motor oil, transmission fluid, and hydraulic fluid) that are available. You **must** include with your bid, a catalog or listing, preferably an electronic catalog, showing all lubricants and pricing for those lubricants that your company carries. Failure to do so may result in your bid being non-responsive. Electronic copies of catalogs, such as CD-ROMs, flash drives or websites, are particularly encouraged. The Knox County Fleet consists of one thousand, one hundred (1,100) Cars, SUVs, Light and Medium Trucks, and Vans.

Please note that it is not necessary to return pages one (1) through ten (10). You must complete and return pages eleven (11) through fifteen (15).

SECTION V VENDOR INFORMATION FOR BID 2904 INDUSTRIAL LUBRICANTS

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 Name _____
- 5.2 Vendor Address _____
City _____ State _____ Zip _____
- 5.3 Telephone Number _____ Fax Number _____
- 5.4 Vendor Number as assigned by the Knox County Procurement Division _____
- 5.5 Contact Person _____
- 5.6 Contact Person's email address _____
- 5.7 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)
- 5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*
- 5.9 I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
- 5.10 Do you accept the Terms and Conditions of the bid? Yes _____ No _____
With Exceptions _____
- 5.11 May other Government Agencies in Tennessee purchase these products/services at the same prices as per Section 1.10 of this bid? Yes _____ No _____
- 5.12 Guaranteed business days for delivery after receipt of a signed Purchase Order: _____ business days.
NOTE: ASAP will not be accepted as a delivery time.
- 5.13 Did you include the correct number of exact copies as detailed in Section 1.12? YES NO
- 5.14 Will you accept Credit Cards as payment as detailed in Section 1.19? YES NO
- 5.15 Did you complete and include the Insurance Checklist as detailed in Section 3.18? YES NO
- 5.16 Does your company maintain an inventory as detailed in Section 3.33? YES NO
- 5.17 Did you include a copy of your catalog as detailed in Section IV? YES NO
- 5.18 Did you complete and include the example pricing in Section VI? YES NO

SECTION VI EXAMPLE PRICING FOR BID NUMBER 2904, INDUSTRIAL LUBRICANTS

VENDOR NAME: _____

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

The following examples are only a partial listing of Industrial Lubricants. We are using these prices to compare bidders' pricing during the evaluation stage. The discount price given must reflect the discount given in section 6.1.28. **Please complete the pricing for all examples and submit with your bid. Failure to do so will result in your bid being non-responsive.** Bidders may bid an "or equal" brand for the items listed below. If bidding an "or equal," bidders must list the manufacturer and brand for each item being bid.

	TYPE INDUSTRIAL LUBRICANT	UNIT OF MEASURE	LIST PRICE	DISCOUNT PRICE	MANUFACTURER AND BRAND
6.1.1	75W90 GL5 Synthetic gear oil	55 Gallon Drum			
6.1.2	80W 140 GL5 Synthetic gear oil	55 Gallon Drum			
6.1.3	NLGI GC-LB NLGI#2, HD Chassis Grease	400lb Drum			
6.1.4	NLGI GC-LB NLGI#2, HD Chassis Grease	14oz Tube			
6.1.5	10W30, Diesel Synthetic Blend API service CJ- 4/SN, Motor Oil	Quart bottle			
6.1.6	15W40, Diesel Synthetic Blend API services CJ- 4/SN, Motor Oil	Quart bottle			
6.1.7	Synthetic-Blend Motor Oil, 5W30	Quart bottle			
6.1.8	Synthetic-Blend Motor Oil, 5W20	Quart bottle			
6.1.9	Full Synthetic Motor Oil, 0W20	Quart bottle			
6.1.10	Full Synthetic Motor Oil, 5W30	Quart Bottle			
6.1.11	10W30, Diesel Synthetic Blend API service CJ- 4/SN, Motor Oil	Gallon Jug			
6.1.12	15W40, Diesel Synthetic Blend API services CJ- 4/SN, Motor Oil	Gallon Jug			
6.1.13	Synthetic-Blend Motor Oil, 5W30	Gallon Jug			
6.1.14	Synthetic-Blend Motor Oil, 5W20	Gallon Jug			
6.1.15	Full Synthetic Motor Oil, 0W20	Gallon Jug			
6.1.16	5W30, Synthetic- Blend API service SN, Motor Oil	Bulk – Cost Per Gallon			

SECTION VI EXAMPLE PRICING FOR BID NUMBER 2072, INDUSTRIAL LUBRICANTS – (CONTINUED)

VENDOR NAME: _____

	TYPE INDUSTRIAL LUBRICANT	UNIT OF MEASURE	LIST PRICE	DISCOUNT PRICE	MANUFACTURER AND BRAND
6.1.17	5W30, Full Synthetic API service SN, Motor Oil	Bulk – Cost Per Gallon			
6.1.18	15W40, Synthetic Blend API service CJ-4/SN, Motor Oil	Bulk – Cost Per Gallon			
6.1.19	Rotella T HD 15W40, Diesel Motor Oil	Bulk – Cost Per Gallon			
6.1.20	Rotella T HD 15W40, Diesel Motor Oil	Gallon Jug			
6.1.21	Multi G 134 Hydraulic Transmission Oil	55 Gallon Drum			
6.1.22	ATF Type - J	Quart Bottle			
6.1.23	ATF Type - TLS	Quart Bottle			
6.1.24	Dexron III, ATF	Quart Bottle			
6.1.25	Dexron VI, ATF	Quart Bottle			
6.1.26	Mercon V, ATF	Quart Bottle			
6.1.27	Mercon SP, ATF	Quart Bottle			
6.1.28	Mercon LV, ATF	Quart Bottle			
6.1.29	Synthetic-Blend, ATF + 4	Quart Bottle			
6.1.30	AW 46, Hydraulic Fluid	Bulk – Cost Per Gallon			
6.1.31	HY-TRAN Tractor Hydraulic Fluid	Five Gallon Bucket			
6.1.32	Diesel Engine Fluid (DEF)	55 Gallon Drum			
6.1.33	Diesel Engine Fluid (DEF)	Bulk – Cost Per Gallon			

6.1.34 Industrial Lubricants will be discounted _____% off the list price.

NOTE: You must be able to show evidence that it was that percentage off from the list price if requested.

6.1.35 What is the percentage discount for all other goods that you provide? _____%

NOTE: This percentage will be applied to all other goods that your company can provide throughout the Contract period.

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 PURCHASING DIVISION
INSURANCE CHECKLIST
INVITATION FOR BID NUMBER 2904**

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>X</td><td>ANY AUTO-SYMBOL (1)</td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td><td>\$1,000,000</td></tr> <tr> <td>BODY INJURY (Per -Person)</td><td></td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td></td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td></td></tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)												
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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td></td><td>CLAIM MADE</td><td>X</td><td>OCCUR</td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="5">GEN'L AGGREGATE LIMITS APPLIES PER</td></tr> <tr> <td></td><td>POLICY</td><td>X</td><td>PROJECT</td><td>LOC</td></tr> </table>		CLAIM MADE	X	OCCUR							GEN'L AGGREGATE LIMITS APPLIES PER						POLICY	X	PROJECT	LOC	<table border="1" style="width: 100%;"> <tr> <td></td><td>LIMITS</td></tr> <tr> <td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td>\$ 100,000</td></tr> <tr> <td>MED EXP (Per person)</td><td>\$ 5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AG GREGATE</td><td>\$ 2,000,000</td></tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	\$ 2,000,000
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YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																		
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																		
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																		
NO	8.	XCU COVERAGE	NOT TO BE EXCUELED																																		
YES	9.	UMBRELLA LIABILITY COVERAGE	\$2,000,000																																		
		PROFESSIONAL LIABILITY																																			
NO NO NO NO	10.	<table border="1" style="margin-left: 20px;"> <tr><td></td><td>ARCHITECTS &ENGINEERS</td></tr> <tr><td></td><td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr><td></td><td>MEDICAL MALPRACTICE</td></tr> <tr><td></td><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>		ARCHITECTS &ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	<table border="1" style="width: 100%;"> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$2,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr><td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM	\$2,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM																						
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																		
NO	13.	MOTOR CARGO INSURANCE																																			
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																		
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																		
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																		
NO	17.	DISHONESTY BOND	\$																																		
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																		
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																		

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

21. NOTICE OF CANCELLATION, 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.

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 HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

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: _____