

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Carpet Tiles** as specified herein. Bids must be received by **2:00 p.m.** on **December 17, 2019**. Late bids will be neither considered nor returned.

**Please Deliver Bids to:**

**Bid Number 2909  
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](mailto:tom.seagle@knoxcounty.org). Information about the Knox County Procurement Division may be obtained on the Internet at [www.knoxcounty.org/procurement](http://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](mailto: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. 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](http://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 in regards to 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 **December 3, 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](http://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 Knox County Schools Maintenance and Operations Department (KCSMO) intends to establish a term Contract with a vendor to provide Carpet Tiles as requested by KCSMO. Award will be based on Best Value. Best Value means more than low cost. It includes 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 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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 so as to avoid any interruption of service.
- 3.9 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.
- 3.10 DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.11 EVALUATION CRITERIA:**
- |  |           |
|--|-----------|
| Price                                  | 90 Points |
| Guaranteed Number of Days for Delivery | 10 Points |
- 3.12 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.

- 3.13 INVOICING REQUIREMENTS:** KCSMO prefers to use Credit Cards as payment for these services. As several different departments may use this Contract, please adhere to the following guidelines for KCSMO. **Follow the guidelines of other departments when they purchase from you.** Do not put KCSMO charges on any other department and do not put the charges of other departments on KCSMO.

**3.13.1 MAIL ALL INVOICES FOR KCSMO TO:**

Knox County Schools Maintenance & Operations  
Purchasing Supervisor  
900 East Fifth Avenue  
Knoxville, Tennessee 37917

- 3.13.2 TRACKING NUMBER:** All invoices must have a Knox County Purchase Order number on them or they will be returned. Knox County Schools uses Purchase Order numbers for tracking. You will only have one number per invoice. If paid by credit card no tracking number will be required.

- 3.13.3 INVOICE DETAIL:** At a minimum, these items must be shown on the invoice:

- a. The grand total amount
- b. An itemized list detailing the description, quantity and cost of each item or service provided (not if the job was a "Not to Exceed" project.)
- c. The location delivered to (e.g. XYZ School or Maintenance 5<sup>th</sup> Avenue)
- d. The date the work/materials were performed/delivered
- e. A statement that the price invoiced is per the bid/quote
- f. The Purchase Order Number

- 3.13.4 SUBMIT ONE ORIGINAL INVOICE AND ONE COPY OF IT.**

- 3.13.5 INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.**

- 3.13.6 REVIEW OF INVOICES:** Invoices will be reviewed for adherence to bid terms and/or the quotation.

- 3.13.7 VARIATION:** Variation from the terms of our bids or quotations is strictly prohibited. It will help speed your payment if your invoice notes the bid number or name. It will be even more helpful if your invoice clearly states that the charges are in accordance with the bid or quotation terms. While failure to follow these guidelines may slow down the payment process, following these steps will help you receive payment faster.

- 3.13.8 UNPAID INVOICES:** If invoices for KCSMO are unpaid after thirty (30) days, please contact Purchasing Supervisor at 865.594.3635 to ascertain the status.

- 3.14 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.

- 3.15 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.

- 3.16 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.

- 3.17 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 **December 3, 2019 by 4:30 p.m.** local time.

- 3.18 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:

- 3.18.1 Continue with existing prices;
- 3.18.2 Not accept the renewal offer;
- 3.18.3 Request a lower price increase.
- 3.18.4 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.

- 3.19 **QUANTITIES:** Knox County does not guarantee any quantities of items or services to be purchased. Knox County will purchase these items or services on an as-needed basis.
- 3.20 **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.
- 3.21 **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.
- 3.22 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.
- 3.23 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.24 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **December 3, 2019 by 4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.25 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:
  - 3.25.1 Fair and equitable treatment of vendor and owner.
  - 3.25.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
  - 3.25.3 Vendor involvement in the school system or a specific school on a non-business basis.

#### **SECTION IV CARPET TILE PRODUCT INFORMATION**

- 4.1 **COLOR/PATTERN SELECTION:** Upon award, the successful vendor(s) will prepare a selection card for selection by the end user.
- 4.2 **ENVIRONMENTAL ISSUES:** All products must, including the adhesive, be tested and certified by The Carpet and Rug Institute (CRI) for Indoor Air Quality. CRI certification number is to be submitted with all testing requirements. No other testing procedures or labeling will be accepted.
- 4.3 **FIRE TEST RESPONSE CHARACTERISTICS:** Provide carpet tile with the following fire test response characteristics as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
  - 4.3.1 Identify carpet tile with appropriate markings of applicable testing and inspecting agency.
  - 4.3.2 Surface Flammability: Passes F F I - 70.
  - 4.3.3 Critical Radiant Flux Classification: Class I, not less than 0.46 w/sq. cm per ASTM E 648.
  - 4.3.4 Smoke Developed: 460 or less per ASTM E 662.

The new carpet product must meet flammability requirements for the following nationally recognized Building Codes for floor coverings:

- 4.3.5 BOCA National Building Code
- 4.3.6 NFPA 101 Life Safety Code for Safety to Life in Building and Structures.



**4.3.7** Standard Building Code (SBC)

**4.3.8** Uniform Fire Code (UBC)

**4.4** **MOCKUPS:** Prior to installing carpet tile, construct mockups for each form of construction and finish as required. These will help demonstrate aesthetic effects as well as qualities of materials and execution to the end user. Build mockups to comply with the following requirements, using materials indicated for final unit of work.

**4.4.1** Locate mockups on-site in the location and size, as directed.

**4.4.2** Notify KCSMO one week in advance of the dates and times when mockups will be constructed.

**4.4.3** Demonstrate the proposed range of aesthetic effects and workmanship.

**4.4.4** Obtain KCSMO approval of mockups before start of final unit of work.

**4.4.5** Retain and maintain mockups during construction in an undisturbed condition as a standard for judging the completed work. Approved mockups in an undisturbed condition at the time of Substantial Completion may become part of the completed work.

**4.5** **PRODUCT SPECIFICATIONS:**

**4.5.1** A non-cellular thermoplastic vinyl backing and non-cellular thermoplastic backing that is capable of a glue-free installation if desired. KCSMO requires to have the option of either backing.

**4.5.2** One color with universal color coordination

**4.5.3** Mergeable dye lots.

**4.5.4** Multi-directional installation.

**4.6** **PERFORMANCE SPECIFICATIONS:** Carpet must comply with the following performance testing and be certified by an Independent NVLAP testing lab.

Tufted Loop Construction

Characteristics	Requirement	Test Method
Tuft Bind (Dry)	GSA Standard 11.26 lbs.	ASTM D-1336
Tuft Bind (Wet)	80-86% of Dry Tuft Bind results	ASTM D-1336
Pilling – Fuzzing	Rating of 4 out of 6	Velcro Test
Accelerated Soiling	Soiling 2-3 rating Cleaning 4 or better	AATCC-123
Stain Test	Commercial Stain Test 16 stains after 24 hours 4 rating	ITTS
Compression Resistance at 26% Deflection	>100 PSI	ASTM D-1667
Wear Test	12,000 cycles, 3-4 rating	Hexapod Test
Colorfastness to Ozone (Yarn dyed or Solution dyed)	4.0 or better, 2 cycles	AATCC-129
Colorfastness to Light (Yarn dyed or Solution dyed)	60 hours, 4.0 or better	AATCC 16E (Xenon Arc)
Radiant Panel	Class 1	ASTM E-648
NBS Smoke	460 Maximum, Flaming Mode	ASTM E-662
Electrostatic Propensity	3.0 KV or less	AATCC –134
Indoor Air Quality	TVOCS -Pass	EPA Protocol CRI Green Label
<u>Characteristics</u>	<u>Requirements</u>	<u>Test Method</u>
Dimensional Stability	Range $\pm .02\%$ - $\pm .06\%$ Max.	Aachen Test
Moisture Barrier	10,000 Impacts	ITTS
Moisture Barrier (Precoat examination for Modular and Six Foot)	10,000 Impacts (Slit back into the precoat and examine results)	ITTS

#### 4.7 **PRODUCT DATA - CARPET TILE MINIMUM REQUIREMENTS:**

Construction:	Textured Loop or Level Loop
Face fiber:	Type 6.6 Nylon – DuPont/Solutia Only
Dye method:	Yarn/Solution
Gauge:	1/10, 1/12, 6/64
Stitches per inch:	13.8 (Minimum)
Pile height:	6/32 (Minimum)
Tufted yarn weight:	19 ounces per square yard (Minimum)
Primary backing:	100% Woven Synthetic
Secondary backing:	100% Reinforced Vinyl Closed Cell Polymer and 100% Reinforced Thermoplastic
Wear warranty:	16 Year Limited Wear Warranty
Backing warranty:	Lifetime Limited Warranty
Wick Back Stain warranty	Lifetime Limited Warranty
Methenamine pill test (astm-d-2869):	Must Pass
Flooring radiant panel test (astm-e-648):	Class 1 (Direct Glue)
Smoke chamber test (astm-e-662):	< 460 (Flamming Mode)
Dimensional stability aachen test:	Must Pass
Electrostatic propensity test (aatcc 134):	< 3.0 KV
Average density:	4384 (Minimum)
Standard size:	24" X 24"
CRI (Carpet Rug Institute) indoor air quality control category & registration number	Must have control number that is specific to the product submitted. V
Adhesive:	
Releasable adhesive:	As recommended by manufacturer
CRI IAQ (Indoor Air Quality) testing certification:	Must have control number that is specific to the product submitted.
Bond warranty:	16 Year Limited Warranty (Minimum)

**4.8 QUALITY ASSURANCE:** The bidder (manufacturer) shall be a firm with at least five (5) years' experience in the production of commercial grade carpet and floor tile, and who will, when requested, send qualified technical representative to a project site to advise on proper maintenance and installation procedures.

**4.9 SUBMITTALS:** Product Data for each type of carpet tile material and installation accessory specified must be submitted with the bid. Each submittal must be marked - **Product Data for Bid #2909**. Include manufacturer's printed data on:

- 4.9.1** Any proposed substitutions for consideration which must conform to the specifications contained in this document.
- 4.9.2** Carpet manufacturer's written guarantees as described herein.
- 4.9.3** Documentation showing a minimum of five (5) years of experience with current formulation and technology of product being currently produced.
- 4.9.4** Durability
- 4.9.5** Fade resistance
- 4.9.6** Fire-test-response characteristics
- 4.9.7** Full-size sample (18" X 18") of each type of carpet tile required.
- 4.9.8** Installation instructions
- 4.9.9** Laboratory test results
- 4.9.10** Maintenance data for carpet tile to include in the operation and maintenance manual specified herein. Methods for maintaining carpet tile, including manufacturer's recommended frequency for maintaining carpet tile. Precautions for cleaning materials and methods that could be detrimental to finishes and performance. Include cleaning and stain-removal products and procedures.
- 4.9.11** Performance criteria

#### 4.9.12 Physical characteristics

**4.10 SINGLE SOURCE RESPONSIBILITY:** Obtain each type of carpet tile from one source and by a single manufacturer. Manufacturer must also be capable of providing coordination broadloom colors or six-foot products for accents, base and stairs.

**4.11 WARRANTY:** The warranty specified herein shall not deprive KCSMO of other rights it may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Installation Contractor under requirements of the Contract Documents. Bidder shall provide a standard, printed warranty from the manufacturer agreeing to repair or replace unsatisfactory work caused by defective materials. All warranty items to be full term, not pro-rated for the indicated period. If the product fails to perform as warranted when properly installed and maintained according to procedures, the affected area will be repaired or replaced at the expense of the manufacturer.

Lifetime is defined as fifteen years once installed.

**4.11.1** Lifetime non-prorated warranty covering delamination.

**4.11.2** Lifetime non-prorated warranty covering edge ravel (seam zippering).

**4.11.3** Lifetime non-prorated warranty covering dimensional stability.

**4.11.4** Lifetime non-prorated warranty covering resiliency.

**4.11.5** Fifteen (15) years against excessive surface wear. (Excessive wear means more than fifteen percent loss of pile fiber weight measured before and after use.)

**4.11.6** Chair pads are not required for warranty coverage.

**4.11.7** All warranties to be sole source responsibility of the Manufacturer. Second source warranties or warranties that involve parties other than the Manufacturer are unacceptable.

**4.11.8** Warranties will be official documents and shall not be issued on a job-by-job basis.

**4.11.9** The manufacturer must also warrant the product when installed, using double face tape over existing VAT and VCT without disrupting glued down tiles at time of removal or repair.

**4.11.10** The manufacturer must warrant that the product has mergeable dye lots where multiple dye lots can be used together on any installation without causing any visual distortion.

**4.11.11** The manufacturer must warrant that the product is a multi-directional styled product where the product can be installed on a project in random, multiple directions and not affect the styling visually.

**4.11.12** The manufacturer must warrant that the product carries a lifetime warranty against wick back staining when maintained using proper mill approved methods.

**BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID**

**SECTION V VENDOR INFORMATION AND PRICING FOR BID 2909 CARPET TILES**

*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 Will you accept Credit Card payments as per Section 1.19? Yes \_\_\_\_\_ No \_\_\_\_\_

**Note:** On the following three items you may list as many different prices for different carpet tiles that you want to list. You can attach a list if needed.

5.13 Price for brand \_\_\_\_\_ carpet tile \$ \_\_\_\_\_ per square yard

Other product name bid: \_\_\_\_\_

Product color: \_\_\_\_\_

Warranty: \_\_\_\_\_

5.14 Price for brand \_\_\_\_\_ carpet tile \$ \_\_\_\_\_ per square yard

Other product name bid: \_\_\_\_\_

Product color: \_\_\_\_\_

Warranty: \_\_\_\_\_

- 5.15 Price for brand \_\_\_\_\_ carpet tile \$ \_\_\_\_\_ per square yard  
Other product name bid: \_\_\_\_\_  
Product color: \_\_\_\_\_  
Warranty: \_\_\_\_\_
- 5.16 Adhesive \$ \_\_\_\_\_ per \_\_\_\_\_ gallon pail  
One pail will cover \_\_\_\_\_ square yards of carpet
- 5.17 All other \_\_\_\_\_ brand of Carpet Tile products offered at \_\_\_\_\_ percentage off list.  
(Vendor must provide current price sheet with bid)
- 5.18 Price for adhesive tape for Carpet Tile \$ \_\_\_\_\_ per roll
- 5.19 Guaranteed number of days for delivery after receiving Purchase Order \_\_\_\_\_
- 5.20 Did you submit Product Data for each type of carpet tile material and installation accessory as per section 4.9? Yes \_\_\_\_\_ No \_\_\_\_\_