

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Fence Replacement at John Tarleton Park** as specified herein. Bids must be received by **2:00 p.m. on January 7, 2020**. Late bids will be neither considered nor returned.

Deliver Bids To:

Bid Number 2921

**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 Jay Garrison, CPPO, CPPB, at 865.215.5767. Questions may be faxed to 865.215.5778. Jay may also be reached at jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

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

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

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

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

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

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

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

- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 **COOPERATIVE PROCUREMENT:** Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.
- 1.10 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies. If submitting electronically, no additional copies are needed.
- 1.11 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.
- 1.12 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Submission by facsimile or email is strictly prohibited.
- 1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.14 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:
- 1.20.1** Be submitted on recycled paper;
 - 1.20.2** Not include pages of unnecessary advertising;
 - 1.20.3** Be made on both sides of each sheet of paper.
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.
- Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time on December 13, 2019**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in blue ink. By signing the bid document the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.25 TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. 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.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C.

Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to convey to prospective bidders the general type and quality of fence replacement at John Tarleton Park desired for Knox County. 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 as an acceptance of products or services that are provided. Acceptance requires a specific action by Knox County so stating.
- 3.3 BID BOND:** Each Bid must be accompanied by a certified check or by a Bidder's Bond executed by the Bidder and a surety company licensed to do business in Tennessee, in the sum of five percent (5%) of the amount of the Bid. Vendors are advised that all bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.
- 3.4 BID ENVELOPE COVER SHEET:** The bid envelope cover sheet **must** be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid. Failure to attach the Bid Envelope Cover Sheet will result in your bid being deemed non-responsive.
- 3.5 CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes 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 Schools and/or provide improved service.
- 3.6 CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor's work is less than \$25,000, the bid envelope is to be annotated with the phrase "Subcontractors Bid is Less Than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information.
- If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Envelope Cover provided with the Invitation for Bid.**
- 3.7 DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the County department. **There will be no extra hidden charges.**
- 3.8 DETAILED SUBMITTAL:** Vendors may be required to submit a detailed specification sheet of items bid after the bid opening. The detail sheets may be used in the evaluation process to compare products.
- 3.9 DRUG-FREE WORKPLACE:** If **Contractor** has five or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.10 EVALUATION CRITERIA:** The bid will be evaluated using the following criteria:
- | | |
|-------|------------|
| Price | 100 Points |
|-------|------------|
- 3.11 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. 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 a 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 which is in the best interest of Knox County.

- 3.12 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 3.13 INCLUSION:** Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.
- 3.14 INSTALLATION:** Installation must be completed within three (3) business weeks (fifteen (15) business days) of the issuance of a notice to proceed. Installation must be scheduled with the designated Knox County Parks and Recreation personnel. Installation will not be considered complete until all aspects of the fencing are tested and shown to be fully operational and approved by Knox County. Issues arising during the final inspection must be corrected at the Contractor's expense.
- 3.15 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with their bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage and naming Knox County as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County at all times.
- 3.16 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.17 LICENSING:** 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.**
- 3.18 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.19 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.
- 3.20 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.21 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for closing the Invitation for Bid.
- 3.22 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the vendor'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 five (5) business days prior to the bid opening.

- 3.23 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.24 PERFORMANCE AND PAYMENT BONDS:** The successful contractor(s) will be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds one hundred thousand dollars (\$100,000) in value. The bonds will be returned upon the successful and satisfactory completion of the project.
- 3.25 RECORDS:** All vendors are required to keep records for five (5) years after Knox County Schools makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture or Comptroller General may review any books, documents, papers, and records of the vendor which are directly pertinent to all regulated customers.
- 3.26 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as 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.
- 3.27 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.
- The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
- The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. 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.
- 3.28 SAFETY EFFORTS:** The Contractor(s) must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.29 SAFETY TRAINING:** 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.
- 3.30 SITE VISIT:** There will be a non-mandatory site visit on **Tuesday, December 10, 2019** beginning promptly at 10:00 a.m. local time. Location is John Tarleton Park, 2487 Sutherland Ave, Knoxville, TN 37919. Please bring a copy of this solicitation with you.
- Bidders will be responsible for their own transportation to the site.
- 3.31 SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation by **December 13, 2019 @ 4:30 p.m.** Submit questions as noted in Section 1.1.
- 3.32 WARRANTY:** Bidders must state the standard warranty for the items being purchased.

SECTION IV SCOPE OF WORK

Knox County is seeking a contractor to install fencing around five (5) football fields at John Tarleton Park. This is to be a turn-key project to include pricing for the entire project. The County has estimated the total linear feet of fence and the number of gates required. Contractor must install the fencing according to current industry standards.

4.1 **FENCING SPECIFICATIONS:**

- Height – Five (5) ft
- 9 gauge fabric
- Terminal posts – 2 1/2" s40
- Line posts – 2" s40
- Top-rail and brace-rail – 1 5/8" s20
- Commercial tension wire – 7 gauge
- 12' wide double swing gates
- 5' wide man gate

4.2 **RESPONSIBILITIES OF CONTACTOR:**

- Provide accurate measurements based off information gathered during the site visit
- Install gates in same location as current gates (or as close as possible to current location.) The County is requesting an extra 5' wide man gate on each field. The location will be determined during the site visit
- Provide adequate supervision of work being performed
- Perform work in a professional and competent manner
- Provide crew(s) with the ability to install the fencing professionally and in a timely manner
- Promptly notify the Knox County Parks and Recreation designee if any issues arise. This should be done via e-mail. Any phone conversation must be immediately followed up in writing via e-mail
- Site cleanup: Contractor must remove all excess fencing, supplies, etc. from the park. Contractor will not be allowed to dispose of excess materials in dumpsters, trash cans, etc., located at the park. All excess material must be removed from the site and disposed of per the laws, ordinances, policies, etc. of the State of Tennessee and Knox County

4.3 **RESPONSIBILITIES OF COUNTY**

- Removal of existing fencing
- Site work around fields

4.4 **DETAILED SUBMITTAL:** Vendors **must** submit drawings for each field showing the number of linear feet required along with the placement of posts, gates, etc. Bidders must also include detailed specifications of the fencing, gates, rails, tension wire, hardware, etc.

Note: Failure to respond to Section 4.4 may be just cause for rejection of bid.

4.5 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

****NOTE: Bidders need not return Pages 1-9 with their response****

SECTION V VENDOR INFORMATION BID 2921 FENCE REPLACEMENT AT JOHN TARLETON PARK

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____ Fax number _____

E-mail address _____

5.5 Contact person _____

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

Authorizing Signature _____
(Sign in blue ink)

5.7 Vendor's Knox County Business License Number _____
(IF applicable) If license number completed, attach a copy of the license.

5.8 Cost to fully install fencing at John Tarleton Park: \$ _____

5.9 Did you provide the correct number of copies as per Section 1.10? _____ Yes _____ No

5.10 Will you accept Credit Card payments as per Section 1.17? _____ Yes _____ No

5.11 Have you included the warranty information? _____ Yes _____ No

5.12 Can you meet the required installation deadline as detailed in 3.14? _____ Yes _____ No

5.13 Have you included the signed Drug Free Workplace Affidavit? _____ Yes _____ No

5.14 Have you included the signed Insurance Checklist? _____ Yes _____ No

5.15 Did you attach the Bid Envelope Cover Sheet? _____ Yes _____ No

5.16 Did you include the Bid Bond as per Section 3.3? _____ Yes _____ No

5.17 I acknowledge receipt of: (Please write yes if you received one)

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

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

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

AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, _____, president or other Principal
Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by

_____,
President or Principal Officer of

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 2921**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td><td style="width: 100px;">ANY AUTO-SYMBOL (1)</td><td style="width: 20px;"></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 style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td><td style="width: 20%; text-align: center;">\$ 1,000,000</td></tr> <tr> <td>BODY INJURY (Per -Person)</td><td> </td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td> </td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td> </td></tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$ 1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)													
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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"></td><td style="width: 100px;">CLAIM MADE</td><td style="width: 20px; text-align: center;">X</td><td style="width: 100px;">OCCUR</td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"></td><td style="width: 100px;">POLICY</td><td style="width: 20px; text-align: center;">X</td><td style="width: 100px;">PROJECT</td><td style="width: 20px;"></td><td style="width: 100px;">LOC</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>		CLAIM MADE	X	OCCUR						POLICY	X	PROJECT		LOC							<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td><td style="width: 20%; text-align: center;">LIMITS</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td style="text-align: center;">\$1,000,000</td></tr> <tr> <td>MED EXP (Per person)</td><td style="text-align: center;">\$5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td style="text-align: center;">\$1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td style="text-align: center;">\$2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE</td><td style="text-align: center;">\$2,000,000</td></tr> </table>	EACH OCCURRENCE	LIMITS	FIRE LEGAL LIABILITY	\$1,000,000	MED EXP (Per person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$2,000,000
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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 EXCLUDED																																
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																
		PROFESSIONAL LIABILITY																																	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																																
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																
NO	13.	MOTOR CARGO INSURANCE																																	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																
NO	15.	GARAGEKEEPER'S 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-V 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 NAMED 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 AND 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: _____

BID ENVELOPE COVER

Name of Project:

Invitation for Bid #2921
Fence Replacement at John Tarleton Park

Sealed bids will be received by:

The Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: 2:00 p.m. Local Time January 7, 2020
TIME DATE

COMPLETE ALL BLANKS!

BIDDER _____

ADDRESS _____

TENNESSEE CONTRACTORS LICENSE NUMBER _____

LICENSE CLASSIFICATION (applicable to this project) _____

_____ DOLLAR LIMIT

LICENSE EXPIRATION DATE _____

SUBCONTRACTORS TO BE USED ON THIS PROJECT

(If no subcontract work is required, write, "None Required" in each blank.)

PLUMBING _____ LICENSE NO. _____

Classification _____ Expiration Date _____

HVAC _____ LICENSE NO. _____

Classification _____ Expiration Date _____

ELECTRICAL _____ LICENSE NO. _____

Classification _____ Expiration Date _____

GAS UTILITY _____ LICENSE NO. _____

Classification _____ Expiration Date _____

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM !