

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Public Safety Radio Benchmarking** as specified herein. Bids must be received by **2:00 p.m. on April 1, 2020**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2934
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Davin, CPPB, Senior Buyer, at 865.215.5769. Questions may be faxed to 865.215.5778 or emailed to christina.davin@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 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 which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

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

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

Knox County is committed to ensuring full and equitable participation for all businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

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

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

- 1.8 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 COPIES:** Knox County requires that bids be submitted as one (1) marked original, one (1) exact copy, and one (1) electronic copy. No copies are required with an electronic bid response.
- 1.10 COOPERATIVE PROCUREMENT:** Bidders must indicate whether or not it is permissible for other governments in Tennessee to purchase prisoner transports or services at the same price. Freight charges can be adjusted to reflect differences in delivery cost.
- 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 will result in the bid being considered non-responsive and disqualified.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile submission and email is strictly prohibited.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Purchasing On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes, bids and bids for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "Knox Purchasing On- Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.14 INCURED COST:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 MUTIPLE BIDS:** Knox County will consider multiple bidders that meet specifications.
- 1.16 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law
- 1.17 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. 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 with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's 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.

- 1.18 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.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.21.1** Be submitted on recycled paper;
 - 1.21.2** Not include pages of unnecessary advertising;
 - 1.21.3** Be made on both sides of each sheet of paper.
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **March 16, 2020 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF BIDS:** **In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.24 SUBCONTRACTING:** The successful vendor(s) may not subcontract the award without the written consent of Knox County's Procurement Division.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TERM AGREEMENT:** If this bid results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.
- 1.27 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.28 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.
- 1.29 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.

- 1.30 VENDOR REGISTRATION:** Prior to the closing of this bid, ALL BIDDERS must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." 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 electronically less than twenty-four (24) hours prior to the bid closing time.
- 1.31 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 five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.7 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. 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 such work.
- 2.8 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 solicitation.
- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 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.

- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or bid and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days written notice. 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.
- 2.23 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 upon request. 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 vendors the general type and quality of Public Safety Radio Benchmarking desired by Knox County and the Knox County School System. 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 ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.3 AWARD LENGTH:** The length of this contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.4 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.5 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 the entire successful bid in selecting an operation which is judged to be in the best interest of 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.

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 such work.

- 3.7 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service related issues. In the event on or both contacts leave the Knox County account, the Vendor shall formally introduce the new contact(s) to Knox County personnel. Any newly assigned contacts must possess a prior knowledge of the County's account to avoid an interruption of service
- 3.9 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful vendor(s).

The Knox County Procurement Division will draft this Contract and no vendor forms (e.g.: Terms and Conditions, Service Agreements, or other standard Company forms) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the Vendor's bid.

- 3.9 DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded.

Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days." Vendors must be specific and state either "30 business days" or "60 business days." If vendor states a range of days, Knox County will base their answer on the maximum number of days provided

- 3.10 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.**

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

Price	60 Points
Experience & Resources	20 Points
Timeline	10 Points
References	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 closing. 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 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

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

- 3.14 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.

- 3.14.1** If the Mayor closes the Administrative Offices prior to the time set for the solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
3.14.2 Other weather issues shall be at the sole discretion of the Procurement Director.
3.14.3 Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

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

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and naming Knox County as additional insured. It shall be the successful bidder's responsibility to keep a current COI on file with Knox County Procurement 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 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- 3.17.1** The invoice must show the amount due to the Contractor by Knox County;
- 3.17.2** The invoice must show an itemized detail of items;
- 3.17.3** Invoices are to be original and uniquely pre-numbered;
- 3.17.4** Invoices which do not show this information are subject to rejection.
- 3.18 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives correct invoice.
- 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 approval of 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 Request for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.21 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening 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 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 **March 16, 2020 at 4:30 p.m. local time**
- 3.23 PRICING:** The bidder(s) warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:
- Continue with the existing prices;
 - Request a lower price increase;
 - Not accept the renewal offer.
- 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.
- 3.24 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

- 3.25 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation.
- 3.26 REFERENCES:** The vendor must provide three (3) references of similar work completed in Public Safety Radio Benchmarking from projects in the last five (5) years.
- 3.27 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.28 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.29 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **March 16, 2020 at 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.

SECTION IV SPECIFICATIONS

- 4.1 PUBLIC SAFETY RADIO BENCHMARKING:** Knox County is seeking a contractor(s) to provide Public Safety Radio Benchmarking for Knox County Schools.
- 4.2 REPORT SUBMITTAL FORMAT:** A completed report for each facility shall be provided to Knox County Schools in both a high-quality digital report (PDF or other approved format) as well as three (3) printed copies. A report should include the following:
- 4.2.1** Radio Frequency (RF) measurement drawing for each floor of the building which indicates relative RF strength for each frequency band of interest.
 - 4.2.2** Clear Pass or Fail indications based on the parameters in Section 510.5.3 of the 2018 International Fire Code (IFC).
- 4.3 SITE SURVEY CRITERIA:**
- 4.3.1** Knox County Schools has ninety (90) Educational facilities across Knox County. Each site shall be surveyed for signal quality and strength on the 700/800 MHz Public Safety spectrum.
 - 4.3.2** Please see the attached list of facility addresses that could be considered in-scope for this survey.
 - 4.3.3** The Contractor shall coordinate with the authority having jurisdiction (AHJ) for the exact emergency responder systems and frequencies required in Knox County.
 - 4.3.4** The required Public Safety Radio Signal Level must be determined per code or in consultation with the AHJ.
 - 4.3.5** The benchmarking site survey shall be based on the acceptance testing in Section 510.5.3 of the 2018 International Fire Code and be completed using an RF Spectrum Analyzer to generate "heat maps" showing signal coverage levels within the building. The spectrum analyzer shall have a traceable certificate of calibration and all equipment operators shall be trained and certified to operate the equipment or software.
- 4.4 TIMELINE:** Please provide an estimated timeline to complete site surveys at all ninety (90) facilities.
- 4.5 EXPERIENCE/RESOURCES:** The bidder must provide a narrative description that outlines their experience in providing the said services. Please list the available resources you have to complete this project, including the number of employees, and spectrum analyzers available to complete the request scope of work.

4.6 **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. Contractor shall include warranty length and coverage on merchandise. Return of merchandise not meeting warranties shall be at Contractor's expense.

Note: Bidders need not return pages 1-10 with their response. Pages 11-16 must be returned as your official bid response along with any other information requested. If bidding electronically, you must attach required documents to your response. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #2934, PUBLIC SAFETY RADIO BENCHMARKING

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

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____
City State Zip

5.4 Contact Person: _____

Telephone Number: _____ Fax Number: _____

5.5 Vendor's E-mail address: _____

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

Authorizing Signature: _____
Sign Original in Blue Ink

5.7 Vendor's Knox County Business License Number (if applicable): _____
Attach a Copy of the License

5.8

\$ _____	Cost per School
\$ _____ \$ _____	Additional Cost: _____ _____
\$ _____	Total Cost per School

\$ _____	Total Cost of 90 Schools (Inclusive of any additional cost)
----------	---

5.9 Will your company allow Cooperative Purchasing per Section 1.10? _____ Yes _____ No

5.10 Will you accept the VISA Credit Card as payment without fees per Section 1.17? _____ Yes _____ No

5.11 Did you include a Timeline per Section 4.4? _____ Yes _____ No

5.12 Did you include narrative description for experiences/resources per Section 4.5? _____ Yes _____ No

5.13 Did you include warranty information as per Section 4.6? _____ Yes _____ No

5.14 Did you include Attachments A-C? _____ Yes _____ No

5.15 I acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.16 Do you accept the terms and conditions of the bid? YES NO YES - WITH EXCEPTION
If you do not fully accept the terms and conditions, please note the exceptions below:

Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BID NUMBER 2934

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								COMBINE SINGLE LIMIT (Per-Accident) \$1,000,000																																																													
		<table border="1" style="width: 100%;"> <tr> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">ANY</td> <td style="width: 10%; text-align: center;">AUTO-SYMBOL (1)</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>								X	ANY	AUTO-SYMBOL (1)																																																										BODY INJURY (Per-Person)	
X	ANY	AUTO-SYMBOL (1)																																																																					
										BODY INJURY (Per-Accident)																																																													
										PROPERTY DAMAGE (Per-Accident)																																																													
YES	4.	COMMERCIAL GENERAL LIABILITY								LIMITS																																																													
		<table border="1" style="width: 100%;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;">CLAIM MADE</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">OCC</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>									CLAIM MADE		X	OCC						EACH OCCURRENCE \$ 1,000,000																																																			
	CLAIM MADE		X	OCC																																																																			
										FIRE LEGAL LIABILITY \$ 100,000																																																													
										MED EXP (Per person) \$ 5,000																																																													
		GEN'L AGGREGATE LIMITS APPLIES PER								PERSONAL & ADV INJURY \$ 1,000,000																																																													
		<table border="1" style="width: 100%;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;">POLICY</td> <td style="width: 10%;"></td> <td style="width: 10%;">PROJECT</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">LO</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>									POLICY		PROJECT		LO					GENERAL AGGREGATE \$ 2,000,000																																																			
	POLICY		PROJECT		LO																																																																		
										PRODUCTS-COMPLETED OPERATIONS/AG GREGATE \$ 2,000,000																																																													
NO	5.	PREMISES/OPERATIONS								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																																													
YES	6.	INDEPENDENT CONTRACTOR								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																																													
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																																													
NO	8.	XCU COVERAGE								NOT TO BE EXCLUDED																																																													
YES	9.	UMBRELLA LIABILITY COVERAGE								\$1,000,000																																																													
NO		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-VII or better or its equivalent.

21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the IFB number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Bidder named below and have advised the Bidder of required coverage.

Agency Name: _____ Authorizing Signature: _____

Bidder's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Bidder's Name: _____ Authorizing Signature: _____

**ATTACHMENT B
AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
INVITATION FOR BID #2934
TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
INVITATION FOR BID #2934**

Vendor Name: _____

Vendor shall submit a list of three (3) Contracts of similar work completed in Public Safety Radio Benchmarking within the last five (5) years. Do not list Knox County Government as a reference. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address (required): _____	Fax: _____
Contract start date: _____	Contract end date: _____
Nature of Contract: _____	
Services Provided: _____	Size of Contract: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address (required): _____	Fax: _____
Contract start date: _____	Contract end date: _____
Nature of Contract: _____	
Services Provided: _____	Size of Contract: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address (required): _____	Fax: _____
Contract start date: _____	Contract end date: _____
Nature of Contract: _____	
Services Provided: _____	Size of Contract: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
KNOX COUNTY SCHOOLS ADDRESS LIST
INVITATION TO BID #2934

Location	Address	Zip Code
A L Lotts Elementary School	9320 Westland Dr	37922
Adrian Burnett Elementary School	4521 Browns Gap Rd	37918
Amherst Elementary School	5101 Schaad Road	37931
Austin East Magnet High School	2800 Martin Luther King Jr Av	37914
Ball Camp Elementary School	9801 Middlebrook Pike	37931
Bearden Elementary School	5717 Kingston Pike	37919
Bearden High School	8352 Kingston Pike	37919
Bearden Middle School	1000 Francis Rd	37909
Beaumont Magnet Academy	1211 Beaumont Ave	37921
Belle Morris Elementary School	2308 Washington Pike	37917
Blue Grass Elementary School	8901 Bluegrass Rd	37922
Bonny Kate Elementary School	7608 Martin Mill Pike	37920
Brickey-Mccloud Elementary School	1810 Dry Gap Pike	37918
Byington-Solway Cte Center	2700 Byington Solway Rd	37931
Career Magnet Academy	7171 Strawberry Plains Pike	37914
Carter Elementary School	8455 Strawberry Plains Pike	37924
Carter High School	210 N Carter School Rd	37871
Carter Middle School	204 N Carter School Rd	37871
Cedar Bluff Primary School	709 N Cedar Bluff Rd	37923
Cedar Bluff Elementary School	705 N Cedar Bluff Rd	37923
Cedar Bluff Middle School	707 N Cedar Bluff Rd	37923
Central High School	5321 Jacksboro Pike	37918
Chilhowee Intermediate School	5005 Asheville Hwy	37914
Christenberry Elementary School	927 Oglewood Ave	37917
Copper Ridge Elementary School	2502 E Brushy Valley Rd	37849
Corryton Elementary School	7200 Corryton Rd	37721
Dogwood Elementary School	705 Tipton Ave	37920
East Knox County Elementary School	9300 Rutledge Pike	37806
Farragut High School	11237 Kingston Pike	37934
Farragut Intermediate School	208 W End Ave	37934
Farragut Middle School	200 W End Ave	37934
Farragut Primary School	509 N Campbell Station Rd	37934
Fountain City Elementary School	2910 Montbella Dr	37918
Ft Sanders Ed Developmental Center	501 South 21st St	37916
Fulton High School	2509 N Broadway St	37917
Gap Creek Elementary School	1920 Kimberlin Heights Rd	37920
Gibbs Elementary School	7715 Tazewell Pike	37721
Gibbs High School	7628 Tazewell Pike	37721

Gibbs Middle School	7625 Tazewell Pike	37721
Green Magnet Academy	801 Lula Powell Dr	37915
Gresham Middle School	500 Gresham Rd	37918
Halls Elementary School	7502 Andersonville Pike	37938
Halls High School	4321 E Emory Rd	37938
Halls Middle School	4317 E Emory Rd	37938
Hardin Valley Academy	11345 Hardin Valley Road	37932
Hardin Valley Elementary School	11445 Hardin Valley Road	37932
Hardin Valley Middle School	2280 Steele Rd	37932
Holston Middle School	600 Chilhowee Dr	37924
Inskip Elementary School	4701 High School Rd	37912
Karns Elementary School & Annex	8108 Beaver Ridge Rd	37931
Karns High School	2710 Byington Solway Rd	37931
Karns Middle School	2925 Gray Hendrix Rd	37931
Knoxville Adaptive Education Center	5719 Kingston Pike	37919
Ln Stem Academy	401 Henley Street	37902
Lonsdale Elementary School	1317 Louisiana Ave	37921
Maynard Elementary School	737 College St	37921
Mooreland Heights Elementary School	5315 Magazine Rd	37920
Mount Olive Elementary School	2507 Maryville Pike	37920
New Hopewell Elementary School	757 Kimberlin Heights Rd	37920
North Knox Cte Center	7411 Ledgerwood Rd	37938
Northshore Elementary School	1889 Thunderhead Rd	37922
Northwest Middle School	5301 Pleasant Ridge Rd	37912
Norwood Elementary School	1909 Merchants Dr	37912
Paul L Kelley Volunteer Academy	535 Chickamauga Avenue	37917
Pleasant Ridge Elementary School	3013 Walnoaks Rd	37921
Pond Gap Elementary School	4530 Papermill Drive	37909
Powell Elementary School	1711 Spring St	37849
Powell High School	2136 W Emory Rd	37849
Powell Middle School	3329 W Emory Rd	37849
Richard Yoakley School	4415 Washington Pike	37917
Ridgedale School	4600 Ridgedale Rd	37921
Ritta Elementary School	6228 Washington Pike	37918
Rocky Hill Elementary School	1200 Morrell Rd	37919
Sam E Hill Primary School	1725 Delaware Ave	37921
Sarah Moore Greene Magnet Academy	3001 Brooks Ave	37914
Sequoyah Elementary School	942 Southgate Rd	37919
Shannondale Elementary School	5316 Shannondale Rd	37918
South Doyle High School	2020 Tipton Station Rd	37920
South Doyle Middle School	3900 Decatur Rd	37920
South Knoxville Elementary School	801 Sevier Ave	37920
Spring Hill Elementary School	4711 Mildred Dr	37914
Sterchi Elementary School	900 Oaklett Rd	37912

Sunnyview Primary School	412 Bagwell Rd	37924
Vine Middle Magnet School	1807 Martin Luther King Jr Ave	37915
West Haven Elementary School	3620 Sisk Rd	37921
West High School	3300 Sutherland Ave	37919
West Hills Elementary School	409 Vanosdale Rd	37909
West Valley Middle School	9118 George Williams Road	37922
West View Elementary School	1714 Mingle Ave	37921
Whittle Springs Middle School	2700 White Oak Ln	37917