

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Weatherization Auditor Services for Community Action Committee** as specified herein. Bids must be received by **2:00 p.m.** on **February 21, 2023**. Late bids will be neither considered nor returned.

Deliver Bids to:

**Bid Number 3357
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Company Name, 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 Robert Mackey, Buyer, at 865.215.5754. Questions may be emailed to robert.mackey@knoxcounty.org If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. 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 sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 ALTERNATIVE BIDS: Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 AUDIT HOTLINE: Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

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

1.6 BID DELIVERY: Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Responses 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:

Knox County Procurement Division
Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
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 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.10 DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.
- 1.11 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept electronically transmitted bids for this solicitation. Facsimile and email submissions are strictly prohibited.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “KnoxBuys”. 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, “KnoxBuys”, 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.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.14 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.15 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.16 PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.17 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.
- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 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 bidder's 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 being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - 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 Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by February 7, 2023 at 4:30 p.m. local time. 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 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.
- 1.23 **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 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.
- 1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 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 bidders 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 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Knox County.

- 2.3 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.
- 2.4 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the Contractor's staff providing services to certain information-sensitive departments (e.g. Knox County Sheriff's Office and the court system areas). Certain felony convictions will prohibit individuals from servicing these departments. All costs associated with background checks will be the responsibility of Knox County.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 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 bidding.
- 2.9 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
- 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 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 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, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 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 offset, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.20 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.
- 2.21 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.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature 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.
- 2.23 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24 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 obtain an approved panel of Weatherization Auditors to provide Weatherization Energy Audit services for Housing and Energy Services grant funds on an "as needed" basis for the contract period as desired by the Knoxville-Knox County Community Action Committee (CAC). The award of this Contract will be based on a Best Value procurement. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.
- 3.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions, and alterations to existing facilities must be designed, constructed, or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.
- 3.3 **ADDITIONS OR DELETIONS OF GOODS AND SERVICES:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 **AWARD STATUS:** Knox County & CAC intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County and CAC. Should Knox County desire not to renew, no reason needs to be given.
- Knox County reserves the right to purchase these items 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.
- 3.5 **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.
- 3.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- 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 unforeseen circumstances 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 any unforeseen circumstances.
- 3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, CAC will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.
- 3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents, and employees will comply with all City, County, State, and Federal codes, laws, rules, and regulations.
- 3.10 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.
- 3.11 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between CAC and the successful bidder(s). CAC 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 Contract must be approved and signed by the Knoxville/Knox County CAC Executive Director. Vendors are hereby cautioned that no contract shall be binding unless signed by the Executive Director. A Purchase Order may also be generated to encumber the funds necessary for each project.

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

3.13 ENTRANCE TO CONSTRUCTION SITES: Only authorized employees of the successful Contractor(s) are allowed on the premises of Knox County/CAC buildings. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact CAC's Housing and Energy Department prior to reporting to a site for work.

3.14 ESTIMATE PREPARATION: Contractor may be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of: labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by CAC. All estimation and quotation shall be provided at no cost or obligation to Knox County or CAC.

3.15 EVALUATION CRITERIA: The following criteria will be the basis for award:

Price	100 Points
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3.16 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(s). This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 FUNDING PARTNERS: Projects may be funded in part by Tennessee Housing Development Agency, U.S. Department of Energy's Weatherization Assistance Program, Knoxville Utilities Board U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grants, HUD Home Investment Partnership Act, HUD Office of Lead Hazard Control and Healthy Homes, the City of Knoxville, Knox County, the Affordable Housing Trust Fund of East Tennessee Foundation with support from the City of Knoxville, the City of Morristown, East Tennessee Development District, and/or local funding.

3.18 INVOICING: All invoices shall be mailed in duplicate to CAC Housing and Energy Services at P.O. Box 51650, Knoxville, TN 37950-1650. All invoices must be uniquely numbered and show the purchase order number or contract number. Without this information, the invoice may be rejected.

3.19 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 the bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverage, endorsement pages issued by your insurance company and listing Knoxville/Knox County CAC as additional insured. CAC must receive all of the COI requirements listed above prior to any work or services being provided. It shall be the successful Contractor's responsibility to keep a current COI on file with Knox County Procurement at all times.

3.20 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.

3.21 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.

3.22 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 in Section 1.1, 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.

3.23 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. Submission of your bid will be an acknowledgement to this provision.

3.24 PRICING: Vendors are to quote a firm fixed price for the items noted herein. The price may not change during the term of the contract. However, the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

- Continue with existing prices
- Not accept the renewal offer
- Request a lower price increase

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.25 QUANTITIES: Knox County does not guarantee any quantities of items or services to be purchased. However, Services will be requested on an as-needed basis.

3.26 REMOVAL OF CONTRACTOR'S EMPLOYEES: The successful Contractor(s) agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County or CAC may require that the successful Contractor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County or CAC.

3.27 REPRESENTATIONS OF CONTRACTOR: The Contractor represents and warrants:

3.27.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.27.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.27.3 That such temporary and permanent work required by the Contract Documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.27.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.28 REQUIREMENTS CONTRACT ACKNOWLEDGEMENT: Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. CAC will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for CAC for the period of the contract indicate the need for this service and/or supplies. The contractor understands and agrees that CAC is under no obligation to the Contractor to buy any amount.

- 3.29 RIGHT TO SEPARATELY BID PROJECTS:** Knox County & CAC reserves the right to separately bid any project when it is in their best interest.
- 3.30 SAFETY AND PROTECTION:** The Contractor(s) 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.
- Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements. All work is to be done as required by OSHA, EPA and AHERA.
- The Contractor shall be responsible for providing placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of the utmost importance to CAC and all costs associated are the responsibility of the Contractor.
- Knox County and CAC 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.
- 3.31 SUBMIT QUESTIONS:** Agencies may submit questions concerning this solicitation no later than February 7, 2023 at 4:30 p.m. local time. Submit questions as stated in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1** Every residential participant in CAC's Weatherization Programs must have an initial inspection (Pre-Audit) performed by an energy auditor before any weatherization work is performed. In some instances, the auditor may identify conditions which will not allow weatherization work to be performed (Deferred Initial Inspection). Once the work has been completed the home must have a quality control inspection (Post-Audit) performed to insure all work is completed to standard. If a weatherization contractor fails to complete all required measures to standard, an additional Quality Control Inspection (Subsequent Inspection) is required to review the items which failed the initial Post-Audit. CAC may also request the Auditor compile the recommended measures into a scope of work (Work Order) using a standard Excel template or the WAPez online tool.
- 4.2** CAC utilizes both Staff and Contracted Weatherization Auditors and anticipates the need for 100+ audits in the next 12 months (dependent upon grant funding).
- 4.3** The Contractor shall perform the audits using the THDA WAPez online tool which is integrated with the National Energy Audit Tool (NEAT) or the Mobile Home Energy Audit (MHEA) for energy audits. For weatherization projects approved for Non-DOE weatherization grant funding, paper versions of the NEAT/MHEA for energy audits, and/or other tools may be utilized as approved.
- 4.4** Every auditor must exhibit expertise with the approved energy audit tool and participate in all mandatory energy auditor training.
- 4.5** The Contractor shall provide all audit results to the Agency and upload results in the WAPez database if applicable. Audit results to include, but not be limited to the following items:
- Pre-Energy Audit
 - Field notes and diagrams
 - Recommended Measures
 - Diagnostic test results
 - Digital pictures of items to be included in the work order, and/or inspected, in a format acceptable to the Agency
 - Justification for any required diagnostic test not performed
 - Client Education documentation
 - List of deferral conditions and digital pictures, in a format acceptable to the Agency (if applicable)

- List of measures not completed to standard and digital pictures, in a format acceptable to the Agency (if applicable)
- Any additional items as required by the Agency.

4.6 The energy auditor will also be required, as part of their regular job duties, to provide client education and to install low-cost energy measures and/or life safety devices for the unit.

4.7 All energy auditors are expected to have access to all required diagnostic equipment, including a blower door, combustion analyzer, combustion gas detector and personal CO monitor, and have expertise in the use of the equipment.

4.8 An individual who has contracted to work with a sub-grantee as an energy auditor cannot also be approved to work as a weatherization contractor for that same sub-grantee. Any individual who is a certified energy auditor and weatherization contractor may only contract to perform one of the functions with the sub-grantee.

Note: Bidders do not need to return pages 1 – 10 with their submission

SECTION V VENDOR INFORMATION FOR BID #3357, WEATHERIZATION AUDITOR SERVICES FOR CAC

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.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing signature _____
(Please sign original in blue ink)

5.7 Vendor's Knox County Business License Number _____
(if applicable) Attach a copy with bid

5.8 Will your company accept an Electronic Commerce (VISA) Card as a method of payment? (See Section 1.18)

YES: _____ NO: _____

5.9 Is your company in full compliance with Section 2.22 Tax Compliance? YES: _____ NO: _____

5.10 Did you complete "Attachment A" Pricing? YES: _____ NO: _____

5.11 Did you complete "Attachment B" Insurance Checklist? YES: _____ NO: _____

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

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

5.13 Do you accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions _____
(You must state any exception taken)

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
PRICING FOR BID #3357, WEATHERIZATION AUDITOR SERVICES FOR CAC

Bids shall be based on the criteria listed below. Please indicate in the bid response any exceptions.

SERVICES TO BE QUOTED

DESCRIPTION	#/Price/Percentage
Number of Employees Directly Assigned to Provide Audits for CAC	
Initial Inspections (Pre-Audit):	\$
Deferred Initial Inspections:	\$
Quality Control Inspections (Post-Audit):	\$
Quality Control Inspections (Subsequent Inspections):	\$
Weatherization Scope of Work (Work Orders):	\$

MINIMUM ELIGIBILITY REQUIREMENTS: (Please attach documentation)

- Register as a vendor with Knox County per Section 1.30.
- Have been a licensed business for at least one (1) year
- Current Knox County Business License, if applicable
- Current Knoxville City Business License, if applicable
- Building Performance Institute’s Energy Auditor (EA) and/or Quality Control Inspector (QCI) Certification
- OSHA 10 or OSHA 30 Training Certificate
- EPA Lead Renovation, Repair, and Painting (RRP) Training Certification
- Proof of Registration with the System for Award Management at www.sam.gov (Excluded Parties are not eligible for award)

OPTIONAL ATTACHMENTS:

- Lead Safe Weatherization Training Certificate
- Other relevant training, licenses, and/or certificates.

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3357**

The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 23.

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 ANY AUTO-SYMBOL (1) X						COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000
								BODY INJURY (Per -Person)	\$1,000,000
								BODY INJURY (Per-Accident)	
								PROPERTY DAMAGE (Per-Accident)	\$100,000
YES	4.	COMMERCIAL GENERAL LIABILITY							LIMITS
			CLAIM MADE			X	OCCUR	EACH OCCURRENCE	\$ 1,000,000
								FIRE LEGAL LIABILITY	\$ 50,000
								MED EXP (Per person)	\$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER						PERSONAL & ADV INJURY	\$ 1,000,000
			POLICY	X	PROJECT		LOC	GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 2,000,000
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	
YES	8.	XCU COVERAGE						NOT TO BE EXCLUDED	
NO	9.	UMBRELLA LIABILITY COVERAGE						\$	
		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- ,OR BETTER OR ITS EQUIVALENT.
- 21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGES(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTORS NAMED BELOW HAVE ADVISED THE CONTRACTORS OF REQUIRED COVERAGE.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

CONTRACTORS'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

CONTRACTORS NAME: _____ AUTHORIZING SIGNATURE: _____