

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Canine Pest Detection Services** as specified herein. Bids must be received by **2:00 p.m. on March 30, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3385
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 & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Todd Hickman, Buyer at 865-215-5603 or emailed to todd.hickman@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 bids 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 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 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. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 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 and 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 **BIDS REQUESTED ON BRANDS OR EQUAL:** ; Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid.

Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish

with their bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Disadvantaged Business 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 Disadvantaged Business Program, please contact:

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

- 1.9 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 regards 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.

- 1.10 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.

- 1.11 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.

- 1.12 DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.

- 1.13 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.

- 1.14 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.

- 1.15 DRUG-FREE WORKPLACE:** If contractor has five (5) or more employees receiving pay: contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

- 1.16 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Email and Facsimile submission are strictly prohibited.

- 1.17 **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 section 1.1 of this document.
- 1.18 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.19 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.20 **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.
- 1.21 **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.
- 1.22 **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.
- 1.23 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.24 **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.
- 1.25 **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:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.26 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire IFB (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 questions regarding the specifications or bidding procedures must be received in the Procurement Division by 4:30PM on March XX, 2023 (EASTERN STANDARD TIME). These requirements also apply to specifications that are ambiguous.
- 1.27 **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.

- 1.28 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.29 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.
- 1.30 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.
- 1.31 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.
- 1.32 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. Vendor applications 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.
- 1.33 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 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW; 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.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 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.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor.

Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.17 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) Contract, (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 proposal 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. 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 set forth and convey to prospective bidders the general type, character and quality of Canine Pest Detection Services as desired by Knox County, the Knox County Library System and the East Tennessee History Center. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS OR DELETIONS OF GOODS/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 LENGTH:** Knox County intends to issue this Contract for 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/goods 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 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to Knox County. Certain felony convictions will prohibit individuals from servicing this department. The successful Contractor will be required to submit a list of all employees that will be servicing the Knox County account. This list must be kept current and include the full name, current address, social security number, valid driver's license number and phone number of each employee. All associated costs for the background checks will be the responsibility of Knox County. Personal information will be kept confidential.
- 3.6 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.7 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.8 CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.9 COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or email confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning fax machine. Ideally, the Contractor will have email capabilities.
- 3.10 COMPLIANCE WITH INSTRUCTIONS FROM SITE BASED ADMINISTRATORS:** Should a site-based administrator, or other designated persons, request a cessation of work, work shall immediately stop. Vendor is to immediately call the Knox County Public Libraries contract administrator in charge of the project for further instruction. Should a site based administrator request a change of scope, function, design, et cetera of the project, such request is to be reported to the Knox County Public Libraries contract administrator prior to any changes being affected.
- 3.11 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 one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.
- 3.12 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, etc.) will be accepted as Contract attachments. This agreement will be executed in conjunction with any award. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted. The submission of such forms may result in the disqualification of the vendor's bid.

- 3.13 CONTRACT RENEGOTIATION:** Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public-trust. Further, Knox County and Knox County Public Libraries encourage the vendor to submit value changes in order that the Knox County Public Libraries may avail itself of technological advances or cost economies in the subject of the contract, as they may occur during the contract or contract option periods.
- 3.14 DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. There will be no extra hidden charges.
- 3.15 EMPLOYEE REGISTER:** The Vendor must furnish Knox County and Knox County Public Libraries a current employee register at all times. This register must contain the Name, Phone Number and Address of each employee.
- 3.16 EVALUATION CRITERIA:**
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| 3.16.1 Price | 80 Points |
| 3.16.2 Vendor Experience, Availability, and Resources | 20 Points |
- 3.17 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the bid process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.
- 3.18 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 sub-contract or to any solicitation or proposal 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 sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract 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 a
- 3.19 IDENTIFICATION:** Employees of the vendor shall have proper identification displayed, at all times.
- 3.20 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. **Upon notification of intent to award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and all endorsement pages listing Knox County Government as additional insured.** The successful vendor must maintain the required insurance coverage with no lapse in coverage. (If found to have a lapse in insurance coverage the vendor will be immediately terminated and debarred from doing business with Knox County.
- 3.21 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.

3.22 INVOICING: For Knox County Public Libraries mail all invoices to:

Lawson McGhee Library
Attention: Scott Johnson
500 W. Church Avenue
Knoxville, TN 37902

The invoice is to note:

3.22.1 Submit one original invoice and one copy of it.

3.22.2 Invoices are to be original, uniquely pre-numbered and white.

3.22.3 Please note: Each department or division of Knox County Government and Knox County Public Libraries are responsible for their own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business have separate accounts for each department or division that desires to purchase from you. Please do not allow other departments to place their charges on Knox County Public Library's account. Do not credit our payments to anyone else's account.

3.22.4 If a complete invoice, submitted in accordance with these guidelines, remains unpaid after thirty (30) days, please contact the Purchasing Supervisor at 865/594-3635 to determine its status. Alternatively, you may e-mail questions to sjohnson@knoxlib.org.

3.23 INVOICE DETAIL: Knox County is requesting invoices 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.

3.23.1 The invoice must show the amount due to the Contractor by Knox County.

3.23.2 The invoice must show an itemized detailed service/material count, including: type of service(s)/item(s), quantity by type(s) of service(s)/item(s), the associated unit price for the service(s)/item(s), percent discount applied, final cost to Knox County, delivery location (address to be included), date the item/service was rendered, and the Contract number, as applicable.

3.23.3 Invoices are to be original and uniquely pre-numbered.

3.23.4 Invoices which do not show this information are subject to rejection.

3.24 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 that invoice. Rejected invoices will be returned to the Contractor for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.25 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency, to this Contract, may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

3.26 MOST FAVORABLE PRICING: Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:

3.26.1 Cancel the Contract, if it is currently in effect;

3.26.2 Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.

- 3.27 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.
- 3.28 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.29 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 bids or unless the County fails to accept within sixty (60) business days after the date fixed for opening the Invitation for Bid.
- 3.30 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive pricing. It shall be the bidders 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 not later than **4:30 PM on March 30, 2023**
- 3.31 PRICING:** Vendors are to quote a firm fixed price for the services noted herein for the next twelve (12) months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division and Knox County Public Libraries. Knox County and Knox County Public Libraries reserve the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:
- 3.31.1** Continue with existing prices.
 - 3.31.2** Not accept the renewal offer.
 - 3.31.3** Request a lower price increase.
- Contractor(s) 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(s) 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.
- 3.32 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.
- 3.33 QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.
- 3.34 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 goods/services proposed
- 3.35 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. The Knox County Public Libraries may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the Knox County Public Libraries
- 3.36 SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and / or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

- 3.37 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.
- 3.38 SCHEDULING OF WORK:** Vendor(s) shall cooperate with Knox County Public Library officials in performing work so that interference with the normal program will be held to a minimum.
- 3.39 SIGN-IN:** Vendors may be required to sign the Vendor Check-In Log at each site where work is to be performed. Failure to sign-in will negate Knox County Public Libraries responsibility to pay the resulting invoice. Check-In logs are located in the main office.
- 3.40 STATE CERTIFICATION:** As applicable, all Vendors must be certified by the State of Tennessee as required by Tennessee Code Annotated. All certifications for the operations requested herein must be current and submitted with the bid.
- 3.41 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by Knox County and the Knox County Public Libraries. Knox County and the Knox County Public Libraries may terminate the contract if subcontracting is done without approval.
- 3.42 SUBMIT QUESTIONS:** All questions regarding this bid must be submitted in writing to Todd Hickman, no later than **4:00 pm Local Time on March 30, 2023**. You may also submit questions by e-mail to todd.hickman@knoxcounty.org.
- 3.43 VALUE ADDED RELATIONSHIP:** Knox County and Knox County Public Libraries intend for this bid to result in a relationship with a vendor. Knox County and Knox County Public Libraries desire a long-term relationship with a vendor in which common goals are shared. Among those goals are:
- 3.43.1** Fair and equitable treatment of vendor and owner.
 - 3.43.2** Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
 - 3.43.3** Vendor suggestions on how to improve service and service delivery.

SECTION IV MINIMUM REQUIREMENTS

4.1 SCOPE OF WORK: The Knox County Public Library System is seeking a vendor to provide thorough inspections of furnishings, furniture, equipment and materials contained in the its facilities for the presence or evidence of bed bugs. The successful bidder shall furnish all labor, management, supervision, tools, materials, equipment, transportation and canine inspection services necessary to perform the work described herein.

Bidder(s) will be required to provide both full and partial inspections. Full and partial inspections vary depending upon the building and location of the alerts within the building. Inspections are expected to be performed at all locations on a quarterly, or as needed, basis. Inspections will be scheduled with a designated Knox County representative.

4.2 ALERT CONFIRMATION: A minimum of two (2) canines is required per inspection to confirm alerts.

4.3 COST: Bidders must provide a cost per square foot for inspections. Bidders must also provide a minimum service fee for inspections. The cost must include, but not be limited to, all inspections, mileage, trip fees, etc. There will be no extra hidden fees. Square footage for each Knox County Public Library location is listed in Attachment "A."

4.4 HOURS OF SERVICE: Inspection services to be provided when the building is closed, including weekends.

4.5 INSPECTION REPORT: An inspection report is required for every inspection whether or not there is an alert. The report is to be provided via e-mail within twenty-four (24) hours of the inspection.

4.6 METHOD OF INSPECTION: Bidders must describe what is included in the inspections, how the areas are marked when the dogs alert, and whether the handlers visually confirm the alerts.

4.7 TRAINING/CERTIFICATION: The following are the minimum requirements for the training of both the canines and the handler:

- Canine Certification: Dogs must be trained and certified by a certified canine trainer.
- Canine Training Method: Dogs must be trained with the high drive toy training method.
- Handler Training: Handlers must be trained in canine inspection techniques and to assess dog responses. The Contractor must utilize an on-site training center to provide on-going training to keep inspection techniques refreshed.
- Team Certification: The handler and canines must be certified as a team.
- Recertification: The Contractor must complete recertification on an annual basis.
- Canine Certifications and credentials of the handlers must be included in bidder's response
- During the evaluation process, bidders may be asked to provide a video or link to a video demonstrating handler techniques and canine skills.
- Bidders must be able to respond to a request for inspection within forty-eight (48) hours in cases of emergency.

4.8 VEHICLE IDENTIFICATION: Vehicles will have no visible company identification.

Note: Bidders need not return pages 1 - 11 with their response.

SECTION V VENDOR INFORMATION AND PRICING FOR BID 3385, CANINE PEST DETECTION SERVICES

5.1 Vendor Name _____

5.2 Vendor Address _____

City _____ State _____ Zip _____

5.3 Telephone Number _____ Fax Number _____

5.4 Vendor Number as assigned by the Knox County Procurement Division _____

5.5 Contact Person _____

5.6 Contact Person's email address _____

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

Authorizing Signature _____
(Sign in blue ink)

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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in blue ink)

5.8 Vendor's Knox County Business License Number _____
(If Applicable) *Attach A Copy Of The License.*

5.9 Will you accept e-commerce payments as per section 1.21? Yes _____ No _____

5.10 Will you accept the VISA Credit Card as payment also per Section 1.21? _____ Yes _____ No

5.11 Is your company in full compliance with Section 2.21, Tax Compliance? _____ Yes _____ No

5.12 Did you include a copy of the State of Tennessee license per Section 3.42? _____ Yes _____ No _____ N/A

5.13 Did you complete and return Attachment A References with your bid submittal? _____ Yes _____ No

5.14 Did you complete and return Attachment B Insurance Checklist? _____ Yes _____ No

5.15 Can you accommodate the Hours of Service outlined in Section 4.4? _____ Yes _____ No

5.16 Please state your number of years in business: _____ Years

5.17 Please state the number of available handlers that will be directly assigned to the Knox County account: (this is required; you may attach additional pages if necessary.) Do not include handlers that will not be used for the Knox County account. (Attach a copy of certifications):

5.18 Please state the number of available canines that will be directly assigned to the Knox County account: (this is required; you may attach additional pages if necessary.) Do not include canines that will not be used for the Knox County account. (Attach a copy of certifications):

5.19 Cost per square foot for canine pest detection services: /square foot: \$ _____/square foot

5.20 Minimum service fee: \$ _____ per location

5.21 Please describe what is included in the inspections, how the areas are marked when the dogs alert, and whether the handlers visually confirm the alerts:

**EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
KNOX COUNTY PUBLIC LIBRARY SQUARE FOOTAGE
INVITATION FOR BID NUMBER #3385**

<u>Branch</u>	<u>Square Footage</u>
Burlington/East Knoxville	12,070
Carter	5,315
Cedar Bluff	13,046
Corryton	2,100
Farragut	10,100
Fountain City	11,571
Halls	11,586
Howard Pinkston/Bonnie Kate	6,050
Karns	8,520
Mascot	1,254
Murphy	2,175
North Knoxville	3,421
Norwood	4,428
Powell	11,743
Sequoyah	3,528
South Knoxville	4,889
Bearden/West Knoxville	14,000
Lawson McGhee	70,060
East Tennessee History Center	105,000

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
INVITATION FOR BID NUMBER #3385**

Vendor Name: _____

Vendor shall submit a list of three (3) Contracts of similar size which have been in service within the last five (5) years. Do not list the Knox County Public Library System or Knox County Government as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Fax Number: _____
Nature of Contract: _____	
Equipment Monitored: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Fax Number: _____
Nature of Contract: _____	
Equipment Monitored: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Fax Number: _____
Nature of Contract: _____	
Equipment Monitored: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

ATTACHMENT B

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3385**

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 <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																			COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)
<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																						
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																				
		CLAIM MADE <input checked="" type="checkbox"/> OCCUR	EACH OCCURRENCE \$ 1,000,000																				
			FIRE LEGAL LIABILITY \$ 100,000																				
			MED EXP (Per person) \$ 5,000																				
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY \$ 1,000,000																				
		POLICY <input checked="" type="checkbox"/> PROJECT LOC	GENERAL AGGREGATE \$ 2,000,000																				
			PRODUCTS-COMPLETED OPERATIONS/AGG REGATE \$ 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																				
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																				
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																				
		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. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

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 BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF THE 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:** _____