

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Portable Classroom Buildings** as specified herein. Bids must be received by 2:00 p.m. on **April 26, 2023**. Late bids will be neither considered nor returned.

**Deliver Bids To:**

**Bid Number 3399**  
**Knox County Procurement Division**  
**1000 North Central Street, Suite 100**  
**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 Donnie Fawver, CPPB, Construction & Contract Specialist/Senior Buyer, at 865.215.5756. Questions may be emailed to [donnie.fawver@knoxcounty.org](mailto:donnie.fawver@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](http://www.knoxcounty.org/Procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 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. Knox County also reserves the right to not make an award. The evaluation criteria are listed herein.
- 1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, 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. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening 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 peculiar 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 Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator  
Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto: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 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

- 1.12 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.

- 1.13 DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. All bids must be mailed or delivered by hand in hard copy format.

- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Buys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help.

When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement), register as a vendor in our on-line Procurement system, "Knox Buys," 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.

- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 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.
- 1.19 PAYMENT METHOD:** Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- 1.20 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids 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
- 1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **April 14, 2023 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.25 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 term and conditions stated in the bid document. When submitting electronically, the submission of your electronic bid will be the acknowledgement of signature.
- 1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.28 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "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.
- 1.29 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

- 1.30 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.31 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement). Select the 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.
- 1.32 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

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

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 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 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract 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 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance.
- 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 ISREAL:** 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.
- 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) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 **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 Knox County Schools (KCS) intends to establish a Term Contract with one (1) or more qualified vendor(s) to provide portable classroom buildings as requested by KCS. It is further intended to convey to prospective vendors the nature of Portable Buildings as desired by the KCS. Award will be based on Best Value, which means more than low cost. It includes cost, service quality and other factors detailed herein. Therefore, the focus of this solicitation shall be on quality and value, not price. Under this scenario cooperation and collaboration replace adversarial relations.
  - 3.1.1 As needs arise, successful vendor will be offered the opportunity to quote a project. Vendor will be asked to quote the job based on the prices quoted herein. Unless delivery timeframes, expertise or other mitigating factors apply, the job will normally be placed with the approved vendor.
  - 3.1.2 Vendor may be asked to work and price jobs in two different ways. First, vendor, may be ask to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the bid rate. Materials would be listed and the markup applied. Secondly, vendors may be asked to price work by the job. Again, the quote would be based upon the labor rates quoted herein and the materials would have the appropriate markup. However, the vendor will have quoted a not to exceed price. In this case, the invoice would not itemize the charges.
- 3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **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 buildings and facilities.
- 3.4 **ADDITION OR DELETION OF SERVICES:** Knox County may, but shall not be required to, request the vendor to add other services for Knox County. The successful vendor agrees that upon written designation by Knox County, it will perform such services under this Contract. Pricing for any additional services will be negotiated with the vendor. Knox County may add or delete from the Contract one (1) or more services in the pricing sheet without terminating the entire Contract.

- 3.5 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises.
- 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 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.
- 3.7 **BID ENVELOPE COVER:** The bid envelope cover sheet must be filled out completely and attached to the outside of your bid envelope. **Failure to do so will result in the rejection of your bid.**
- 3.8 **BONDING:** Vendors are advised that all bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. All required bonds must be issued through companies licensed to do business in the State of Tennessee.
- 3.9 **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 Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.
- 3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up an email. It is essential that the successful vendor(s) have an efficient and properly email capabilities. The successful vendor(s) will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the Agency Contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Bidder agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.12 **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.
- 3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as contract documents or as contract attachments.
- 3.14 **DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.15 **ESTIMATE PREPERATION:** Vendor 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 Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

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

Pricing	70 Points
Qualifications and Experience	15 Points
Delivery Times	15 Points

**3.17 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.

**3.18 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 and listing Knoxville/Knox County KCS as additional insured. It shall be the successful Contractor's responsibility to keep a current COI on file with Knox County Procurement at all times.

**3.19 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.

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

**3.20.1 MAIL ALL INVOICES FOR KCS TO:**

adam.finck@knoxschools.org

**It is requested, and the preference of the Knox County Schools, that all invoices and corresponding information be submitted electronically. Specific information will be provided once a Purchase Order has been issued.**

**3.20.2 TRACKING NUMBER:** Knox County Schools uses Purchase Order numbers for tracking. All invoices must have a Knox County Purchase Order number on them or they will be returned. You will only have one number per invoice.

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

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

**3.20.4 INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. IT IS PREFERRED INVOICES ARE WHITE.**

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

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



**3.20.7 UNPAID INVOICES:** If invoices for KCS are unpaid after thirty (30) days, please contact Douglas Shover at douglas.shover@knoxschools.org to ascertain the status.

**3.21 MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

**3.22 MINIMUM STATE GENERAL VENDOR LICENSE AMOUNT:** Vendors must have a minimum of \$1,000,000 licensing capability as described by the State of Tennessee.

**3.23 MSDS INFORMATION:** The successful Vendor(s) will provide MSDS information for all products that are installed or are to be considered for installation under this Contract.

**3.24 NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of the bid. Refurbished or remanufactured materials **will not** be accepted.

**3.25 NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

**3.26 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**3.27 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **March 31, 2023 by 4:30 pm.**

**3.28 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

**3.29 PATENTS AND COPYRIGHTS:** The Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights.

Vendor shall, at its own expense, hold harmless and defend Knox County against any claim, suit or proceeding brought against Knox County which is based upon a claim, whether rightful or otherwise, that the work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and costs awarded against Knox County.

**3.30 PERFORMANCE AND PAYMENT BONDS:** The successful Vendor(s) will be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. Knox County reserves the right to require a Performance Bond and a Payment Bond on any project regardless of the value of the project. The bonds will be returned upon the successful and satisfactory completion of the project. Proposers must be able to bond a one million dollar (\$1,000,000.00) project. Projects exceeding one million dollar (\$1,000,000.00) will be bid individually.

**3.31 PRICING:** Bidders must quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However the Contractor 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 Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

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

If a price increase is approved by Knox County and Knox County Schools Maintenance & Operations (KCSMO), the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.32 RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.
- 3.33 REMOVAL OF VENDORS EMPLOYEES:** The successful Vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.
- 3.34 REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants:
- 3.34.1** That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
  - 3.34.2** 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
  - 3.34.3** That such temporary and permanent work required by the Contract Documents 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
  - 3.34.4** That the firm has carefully examined the 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.
- 3.35 RIGHT TO SEPARATELY BID PROJECTS:** KCSMO reserves the right to separately bid any project when it is in their best interest.
- 3.36 SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the service. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on-site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.
- 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.
- 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.
- 3.37 STATE LICENSING AND EXPERIENCE REQUIREMENTS:** All proposers must be properly licensed by the State of Tennessee. Submit a copy of the license with the bid. The Vendor shall be a state licensed Vendor primarily in commercial work for at least five (5) years. The actual work shall be performed by qualified and experienced laborers working under the supervision of the Vendor.
- 3.38 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if subcontracting is done without approval.
- 3.39 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.40 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **April 14, 2023 by 4:30 pm**. Submit questions as noted in Section 1.1.

- 3.41** **VALUE ADDED RELATIONSHIP:** Knox County and KCS intend for this bid to result in a relationship with a vendor. Knox County and KCSMO desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:
- 3.41.1** Fair and equitable treatment of Contractor and County.
  - 3.41.2** Contractor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
  - 3.41.3** Contractor involvement in the School system or a specific school on a non-business basis. One example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.
- 3.42** **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

## SECTION IV SPECIFICATIONS – STANDARD BUILDING DESIGN

**SCOPE OF WORK** – It is the intent of this bid that the successful vendor(s) will develop a relationship with a modular building manufacturer to construct the building in accordance with the specifications that follow. The modular building manufacturer will be responsible for procuring required state approvals for the prototypical design that will allow construction of each building when needed. When a Purchase Order is issued by KCS, the vendor will be responsible for procuring the building from their selected manufacturer, delivering it to the site and providing all necessary work for a fully installed, functioning facility.

- 4.1 ACCESSIBILITY GUIDELINES:** Placement of the units at each site shall be the responsibility of the successful vendor. KCS shall provide a delivery area; however, delivery, access concerns and all costs associated with delivery and setup are ultimately the responsibility of the Vendor.
- 4.2 ADA CODES:** All new construction, additions and alterations to existing facilities must be designed, constructed, or altered in strict compliance with the American with Disabilities Accessibility Guidelines for Buildings and Facilities. Each building shall be handicap accessible, in accordance with all regulations adopted by Federal, State and Local Governments. This section also applies to all hardware, fixtures and other components of the overall unit.
- 4.3 ASBESTOS CERTIFICATION:** Vendors must provide written certification from the manufacturers that asbestos containing materials were not used in the construction of the building.
- 4.4 BUILDING CODES:** All construction shall be in accordance with building codes and life safety codes currently adopted and enforced in Knox County. Construction must be approved by all authorities having jurisdiction.
- 4.4.1** The successful Vendor shall be required to provide multiple copies design drawings, stamped and signed by a professional architect or engineer licensed to perform work in the state of Tennessee.
- 4.4.2** The vendor shall acquire approval for the utilization of this structure through all governing authorities having jurisdiction for work performed within Knox County Tennessee.
- 4.4.3** Knox County Schools shall employ a registered architect for the purpose of providing project specific construction details for all required decks, ramps, stairs and canopies. These drawings shall be furnished to the successful vendor for inclusion in their submittal package. It shall be the responsibility of the successful vendor to assure that all documents are provided to the state and local authorities that are required for approval and that all required permits are obtained.
- 4.5 DELIVERY AND SET-UP:** All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of the contract. Delivery shall be made at the specified location within the shortest timeframe possible.
- 4.5.1** Vendors shall provide a guaranteed delivery time, in calendar days, in Section 5.15 of this document. This guaranteed delivery time represents the maximum number of consecutive calendar days required for the unit to be made ready and delivered to its location, after receipt of the purchase order.
- 4.5.2** Actual delivery may be affected by KCS's readiness, approval of plans by codes officials, et cetera. Indefinite terms such as "promptly," "stock," "without delay" et cetera may not be given consideration.
- 4.5.3** The date and time of all unit deliveries shall be scheduled in advance with KCS and shall be adjusted as required to least interfere with school functions. This shall include adequate notice and scheduling of all construction activities required on site prior to the actual delivery of the units.
- 4.6 DESCRIPTIVE LITERATURE:** Each Vendor shall furnish in duplicate, with their bid, detailed information indicating conformity of their product with these specifications and shall include, but not be limited to:
- 4.6.1** Floor plans and exterior elevations  
Proposed interior components with flame spread certifications  
HVAC Specifications  
Plumbing Specifications  
Door and hardware specifications  
Window specifications  
Asbestos free certifications
- 4.6.2** The purpose of this requirement is to provide KCS with comparative information relative to the design, materials and method of manufacture, construction, assembly or operation of the components of the unit used as a basis for each bid. **Failure to submit this literature shall be cause for bid rejection.**

4.6.3 Each bidder shall be responsible for assuring that each document is labeled with an appropriate title bearing the name of the bidder.

4.7 **FOUNDATION:**

4.7.1 Design of all foundation support/anchorage of the building shall be the responsibility of the successful vendor and their selected building manufacturer.

4.7.2 It is a requirement of Knox County Schools that a full perimeter concrete masonry unit wall shall be installed in lieu of the manufacturer's standard skirting. (NOTE: This is not intended as a requirement for the manufacturer to redesign their standard modular construction and anchorage details. It is merely intended to replace the typical skirting in an effort to simplify adherence to code requirements for positive drainage away from all parts of the building).

4.7.3 Foundation vents shall be installed in accordance with all applicable building codes.

4.7.4 Two crawl space access doors shall be provided, sized in accordance with all applicable codes. The doors shall be located in the least conspicuous locations to provide access to each half of the building. The elimination of one door may be possible based on the site topography and the ease of access to all areas of the crawl space.

4.8 **FLOORS:**

4.8.1 The sub-flooring shall be at least 3/4 inches (nominal) thick; five core tongue and groove exterior glue plywood.

4.8.2 Floor joists shall be 2 x 6 inches SPF2 (minimum) at 16" on-center.

4.8.3 All exterior sections shall have 2 x 6 rim joists.

4.8.4 Provide a minimum of R-11 fiberglass floor insulation

4.8.5 The floor finish throughout the building shall be 3mm x 18" x36" Luxury Vinyl Tile, Equivalent to J&J Flooring "Legend" #1055 "Saga". The use of carpet shall not be allowed.

4.9 **EXTERIOR:**

4.9.1 Exterior walls shall be constructed of 2 x 4 SPF No. 3 studs spaced at 16" on-center with 2 x 4 top and bottom plates with R-11 faced fiberglass insulation between studs.

4.9.2 Exterior finish shall be cementitious exterior panels equivalent to James Hardie HZ10 Hardie Reveal Panels, Sierra 8.

4.9.3 Each unit shall have gutters, down spouts and splash blocks of a standard size and shape and shall be installed by the vendor in accordance with all applicable codes.

4.10 **DOORS & WINDOWS:**

4.10.1 Exterior doors shall be 36" x 80" ADA compliant steel doors and frames with a nominal 3" x 33" insulated glass vision panel. Each shall be installed using 1-1/2 pair of heavy-duty, ball bearing hinges and painted to match the finish both inside and outside. Each shall have a medium-duty entrance lockset that will accept the Small Format Interchangeable Core (SFIC) system used in conjunction with the grand master keying system incorporated by KCS. KCS shall be responsible for providing cores and keying the locks. Panic Hardware ***shall not*** be provided on exterior doors.

4.10.2 Interior doors shall be 36" x 80" pre-finished flush solid core wood doors with knock-down metal frames, installed using 1-1/2 pair of heavy-duty, ball bearing hinges. Interior locksets shall be US26D finish, ADA compliant lever sets capable of receiving a KCS-furnished core of the grand-master keying system.

4.10.3 Windows shall be equivalent to Kinro Comfort E2, complete with vinyl frames, welded corners, CAM locks, 3/4 inch insulating glass, tilt-in, dual weather strip and screens. All windows shall be provided with mini blinds.

4.11 **ROOF:**

Each unit shall have a twenty year warranted 60 mil EPDM low slope roof. Provide a minimum of R-30 insulation in the roof.

4.12 **INTERIOR WALLS & CEILINGS:**

4.12.1 Interior walls shall be 5/8", finished gypsum board on 2 x 4 SPF studs at 16" on-center. Provide minimum 4'-0" high FRP wainscot on all toilet walls.

4.12.2 Ceilings shall be acoustical tile and grid system.

- 4.13 INTERIOR TRIM:**  
Interior trim shall be finger-jointed flat trim ceiling, window casing and base molding.
- 4.14 FIXTURES:**  
There shall be no paper towel dispensers, soap dispensers or toilet paper holders provided in the units. These items shall be provided by KCS.
- 4.15 PLUMBING:**
- 4.15.1** The toilets in each unit shall be constructed using the following:
- a. ADA compliant porcelain water closets meeting ASME A112.19.2 testing of less than 1.28 gpf
  - b. ADA compliant porcelain wall-mounted lavatories with low-flow faucets (EPA Water Sense qualified)
  - c. ADA compliant urinal (Boy's toilet only)
  - d. Minimum 10 gallon high efficiency hot water heater
  - e. ADA compliant bottle filling station water fountain installed between the classrooms in the corridor between the toilet doors.
  - f. Utility Sink
- 4.16 HVAC:**
- 4.16.1** Each classroom shall be provided with the following:
- a. An energy efficient heat pump unit equivalent to Bard Quiet Climate 2
  - b. Energy Star qualified digital programmable thermostat equivalent to Debon Air 4500
  - c. Overhead concealed duct system
  - d. Installation shall be in accordance with manufacturer's standards.
- 4.17 ELECTRICAL REQUIREMENTS:**
- 4.17.1** Each unit shall have a completely pre-wired electrical system including a 200 amp electrical service. If the unit is delivered in more than one section, all sections shall be interconnected so that the owner will need only to connect the building to the meter.
- 4.17.2** Each unit shall contain the following:
- a. 120/240 volt, Single Phase, 3-Wire, 60hz
  - b. (1) 200 amp Panel Box
  - c. 2" Schedule 40 Conduit Extended Through Floor
  - d. 12-2 AWG N. M. Sheathed Copper Romex
  - e. Junction boxes with conduit stubbed above ceiling for telephone, data, and fire alarm.
- 4.17.3** Knox County Schools shall be responsible for final installation of the telephone and data wiring and devices.
- 4.17.4** As the fire alarm system will be connected to an existing, addressable system present at each individual location, the vendor shall provide only junction boxes and conduit to the device locations indicated on the final approved drawings. The conduit shall be stubbed above ceiling as required to provide access for Knox County Schools to pull wiring to each location indicated. Knox County Schools shall provide and install all devices (pulls, strobes, smoke detectors, etc.) as required. The vendor shall insure that a box and conduit are provided adjacent to each HVAC unit for the code required duct detectors.
- 4.18 DRAWINGS:** The attached schematic drawings are for basic guidance only. The actual design shall be the responsibility of the vendor. However, this plan is practical and has been well received by the various entities within KCS. KCS will not accept significant variation from the plan. Any variation requires prior written approval from KCS.
- 4.19 LOCATIONS:** All units shall be placed within Knox County boundaries with specific locations to be determined by need. The cost of site preparations shall vary depending upon the terrain in the location selected. Vendors shall include in their bid the cost of providing a perimeter foundation which meets the requirements of the Knox County Codes Department (and other authority having jurisdiction) on a site that is level (plus or minus 12 inches) with no rock. If actual site conditions vary from this, adjustments shall be negotiated on a project specific basis. The foundation shall be designed to provide a minimum of 2'-0" from the finish grade in the crawl space to the bottom of the floor joists.
- 4.20 RAMPS AND STEPS:** Owner shall assist in coordinating the site design and design of ramps, steps, landings and canopies. The vendor shall be responsible for installation and construction of all aspects of the project.

- 4.21 RELOCATABILITY:** Buildings shall be designed to provide the ability to be relocated to meet future needs. The complexity of the relocating process shall be considered in the evaluation of the Invitation for Bid. As a part of the bid submittal, each vendor shall provide detailed information of the required procedure for relocating their unit.
- 4.22 RIGHT TO NEGOTIATE FINISHES:** KCS reserves the right to negotiate minor changes in finishes at a later date if the need arises. This includes, but is not limited to floor coverings, fixtures, colors and readily changeable items.
- 4.23 UNFORESEEN CIRCUMSTANCES:** KCS shall negotiate with the vendor to make adjustments for unforeseen circumstances. Normally KCS will be responsible for truly unforeseen circumstances. **However this shall not excuse the vendor from proper analysis and decision making concerning each individual site.** For example, KCS will arrange for the removal of trees, power lines and other utilities that might hinder access to the site. This applies only to these items that are on KCS property.
- 4.24 UNIT CONFIGURATION:** Each building shall be approximately 26' X 60' with subdivided to include two (2) classrooms, two (2) handicapped accessible toilets, and one shared teachers work area complete with closets (similar to the layout shown on the included drawings). Each classroom shall be equipped with two (1) 4' X 8' dry-erase boards and two (2) 4' X 4' tack boards. Vendors shall assume a maximum capacity in each classroom of thirty-two (32) students and two (2) adults.
- 4.25 UTILITIES:** Each unit shall be plumbed and wired at the factory so that, once it is delivered and set in place at the site, only single-point connections for water, sanitary and electrical shall be required by Knox County Schools. It shall be the responsibility of the vendor to complete the final connection of utilities at these points.
- 4.26 VENDOR'S SITE RESPONSIBILITIES:**
- 4.26.1** Obtain all construction and transportation permits required to transport and install the building on the specified site.
  - 4.26.2** Visit the specified site to establish a definitive plan and identify any areas of concern relative to the delivery and installation of the building.
  - 4.26.3** Purchase the building from their selected manufacturer and arrange for delivery to the specified site.
  - 4.26.4** Coordinate with Owner's selected designer relative the design of decks, ramps, stairs and canopies, providing all pertinent information needed to finalize the design.
  - 4.26.5** Provide site grading. It may be possible to spoil excess earth on the campus at some sites, but is not a guarantee. Therefore, vendor pricing shall include its removal from the school campus.
  - 4.26.6** Install concrete footings and structural piers in accordance with building manufacturer's approved design drawings.
  - 4.26.7** Construct perimeter walls in accordance with building manufacturer's approved design drawings.
  - 4.26.8** Set and anchor the building to the foundation in accordance with the building manufacturer's approved design drawings.
  - 4.26.9** Construction of decks, ramps, stairs and canopies.
  - 4.26.10** Connection of utilities (electrical, fire alarm, data, CTV, plumbing) to designed connection point.
  - 4.26.11** Provide finish grading as required to dress all disturbed portions of the site. (NOTE: It shall be the responsibility of the vendor to restore to original condition any areas of the site that were disturbed/damaged during the delivery/installation process).
  - 4.26.12** Installation of seed and straw of graded/disturbed areas on site.
- 4.27 OWNER RESPONSIBILITIES:**
- 4.27.1** The Owner shall provide the procurement of architectural services for design of, decks, ramps, stairs and canopies. The successful vendor(s) shall be responsible for coordinating and compiling all required documentation and submitting it to all authorities having jurisdiction for the purpose of obtaining all required permits.

**BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH FIFTEEN (15) WITH THEIR BID.**

**SECTION V VENDOR INFORMATION AND PRICING FOR BID #3399, PORTABLE CLASSRRROM BUILDINGS**

*The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.*

5.1 Vendor Name \_\_\_\_\_

5.2 Vendor Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5.3 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

5.4 Vendor Number As Assigned By The Knox County Procurement Division \_\_\_\_\_

5.5 Contact Person \_\_\_\_\_

5.6 Contact Person's Email \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

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

5.9 I acknowledge the receipt of: (Please Write "Yes" If You Received One)

Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

5.10 Do you accept the Terms and Conditions of the bid? Yes \_\_\_\_\_ No \_\_\_\_\_

with exceptions \_\_\_\_\_

5.11 Did you include the Drug Free Workplace Affidavit as per section 1.12? Yes \_\_\_\_\_ No \_\_\_\_\_

5.12 Did you include the Criminal History Records Check as per section 2.7? Yes \_\_\_\_\_ No \_\_\_\_\_

5.13 Did you attach the Bid Envelope Cover Sheet as per section 3.7? Yes \_\_\_\_\_ No \_\_\_\_\_

5.14 Did you include the Insurance Checklist as per section 3.18? Yes \_\_\_\_\_ No \_\_\_\_\_

5.15 Guaranteed number of deliver days after receipt of PO as per section 4.5.1? \_\_\_\_\_ Days

5.16 Did you include descriptive literature as per section 4.6? Yes \_\_\_\_\_ No \_\_\_\_\_



5:17 Years in business: \_\_\_\_\_ Years

5.18 Staff Size: \_\_\_\_\_ Technicians: \_\_\_\_\_ Apprentices: \_\_\_\_\_

List of Staff that will be directly assigned to the Knox County account: (this is required; you may attach additional pages if necessary.) Do not include staff that will not have direct responsibility for servicing the Knox County account.

DESCRIPTION		COST
5.19	Cost of portable building	\$
5.20	Percentage markup for purchase of building and all other required materials	%
5.21	Site Foreman/Supervisor	\$ Per Hour
5.22	General Laborer	\$ Per Hour
5.23	Percentage markup for Subcontractors	%
5.24	Bond (cost per thousand) (bond per project)	\$ Per Thousand Dollars
5.25	Do you agree to offer a turn-key price (if requested by Knox County)	Yes/ No
5.26	Craftsman: Mason Glazier Painter Electrician Plumber HVAC Technician	\$ Per Hour \$ Per Hour \$ Per Hour \$ Per Hour \$ Per Hour \$ Per Hour \$ Per Hour

5.27 Note any exceptions to the specifications that have been taken. For example, if you take exception to Section 3.1; then write 3.1 and explain how you differ from the specification. (Add additional pages as required)

---



---



---



---



---



---



---



---



---



---

**KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3399**

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><input checked="" type="checkbox"/></td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)			<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>				<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																										
<input type="checkbox"/>																											
<input type="checkbox"/>																											
<input type="checkbox"/>																											
COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000																										
BODY INJURY (Per -Person)																											
BODY INJURY (Per-Accident)																											
PROPERTY DAMAGE (Per-Accident)																											
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/></td> <td>CLAIM MADE</td> <td><input checked="" type="checkbox"/></td> <td>OCUR</td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	<input type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCUR	<input type="checkbox"/>		<input type="checkbox"/>		LIMITS <table border="1" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td>\$1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td>\$100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td>\$5,000</td> </tr> <tr> <td>GEN'L AGGREGATE LIMITS APPLIES PER</td> <td></td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td>\$1,000,000</td> </tr> <tr> <td><input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PROJECT    <input type="checkbox"/> LOC</td> <td></td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE</td> <td>\$2,000,000</td> </tr> </table>	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	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$2,000,000
<input type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCUR																								
<input type="checkbox"/>		<input type="checkbox"/>																									
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																										
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC																											
GENERAL AGGREGATE	\$2,000,000																										
PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$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																								
		PROFESSIONAL LIABILITY																									
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																								
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																								
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																								
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																								
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																								
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																								
NO	13.	MOTOR CARGO INSURANCE																									
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																								
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																								
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																								
NO	17.	DISHONESTY BOND	\$																								
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																								
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																								

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED 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.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

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

BIDDER NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by Contractor)

I, \_\_\_\_\_, President or other Principal

Officer of \_\_\_\_\_, swear or affirm that the

Name of Company

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

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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

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

I, \_\_\_\_\_, President or other Principal

Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

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

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }

COUNTY OF            }

Subscribed and sworn before me by \_\_\_\_\_,

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

# BID ENVELOPE COVER

NAME OF PROJECT: PORTABLE CLASSROOM BUILDINGS  
Invitation for Bid #3399

SEALED BIDS WILL BE RECEIVED BY:

Knox County Procurement Division  
1000 N. Central Street, Suite 100  
Knoxville, Tennessee 37917

UNTIL: 2:00 p.m. EDST  
TIME

April 26, 2023  
DATE

**COMPLETE ALL BLANKS!**

BIDDER \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TENNESSEE CONTRACTORS LICENSE NUMBER \_\_\_\_\_

LICENSE CLASSIFICATION (applicable to this project) \_\_\_\_\_

\_\_\_\_\_ DOLLAR LIMIT

LICENSE EXPIRATION DATE \_\_\_\_\_

**SUBCONTRACTORS TO BE USED ON THIS PROJECT**

*(If no subcontract work is required, write "none required" in each blank.)*

PLUMBING \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

HVAC \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

ELECTRICAL \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

GAS UTILITY \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

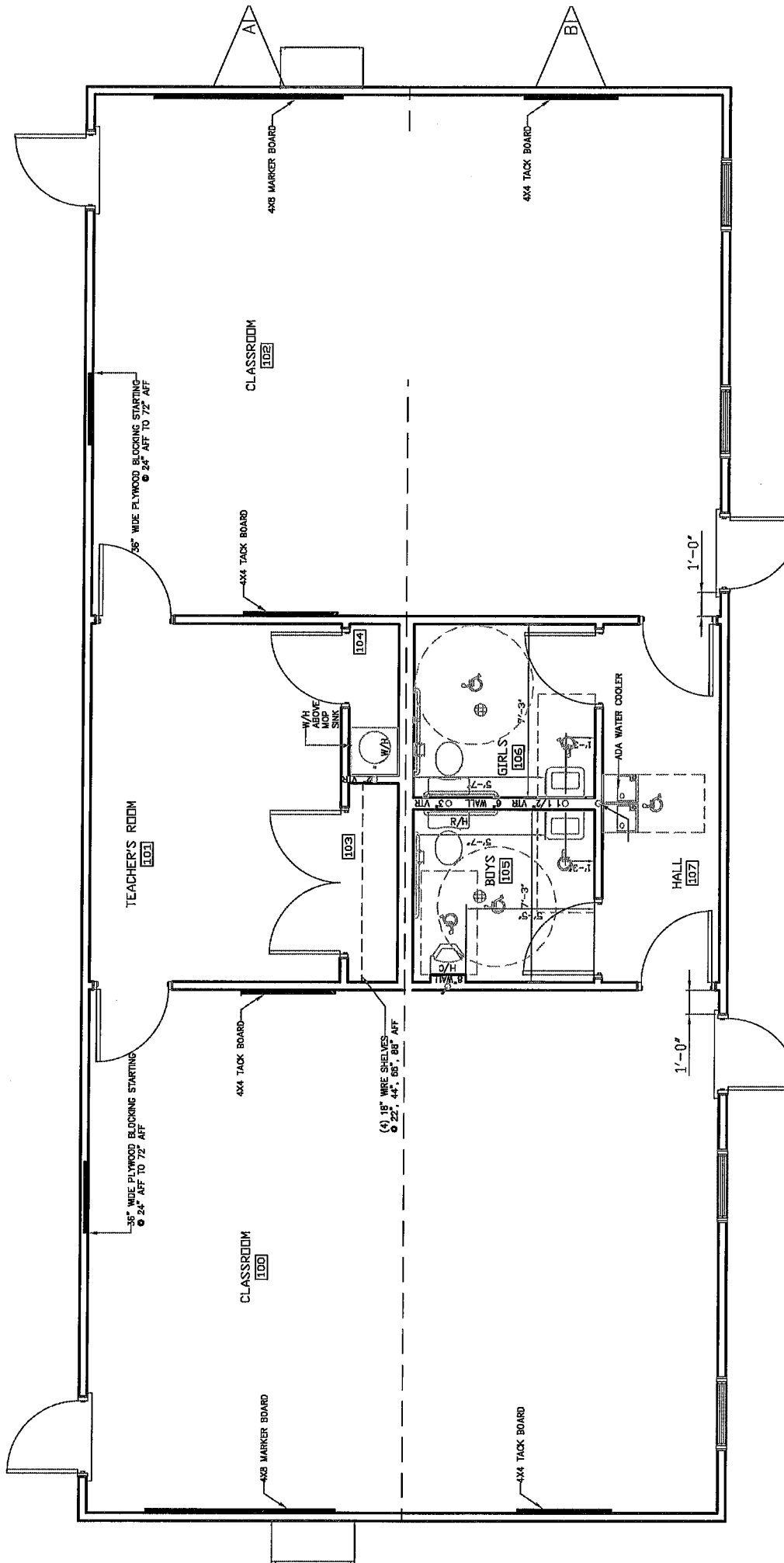
Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

MASONRY \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

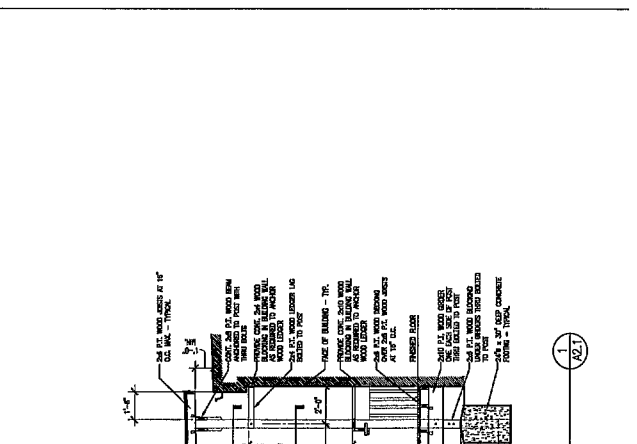
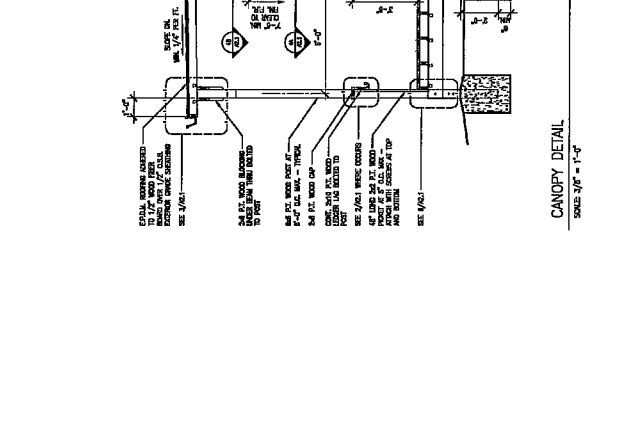
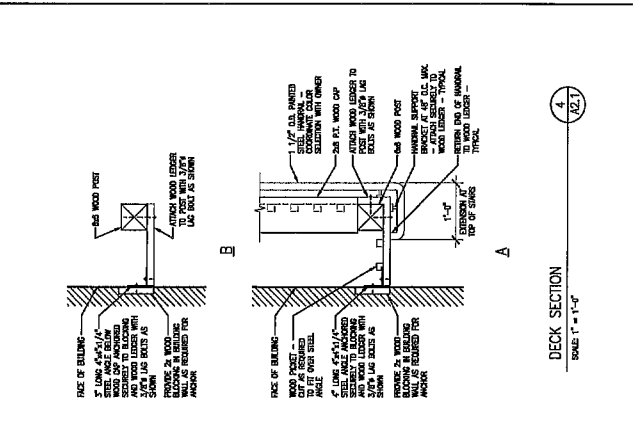
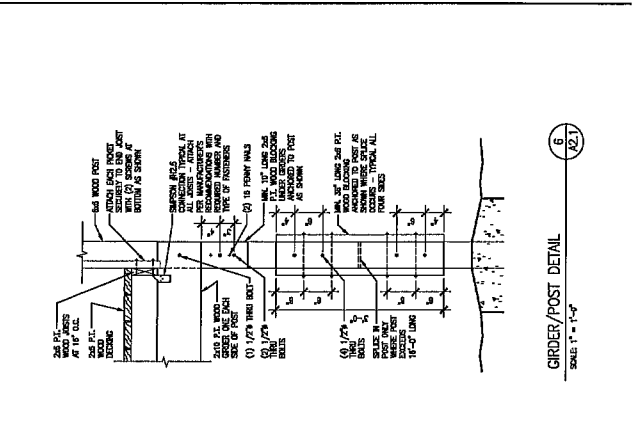
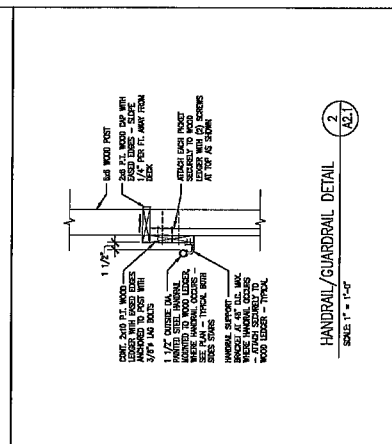
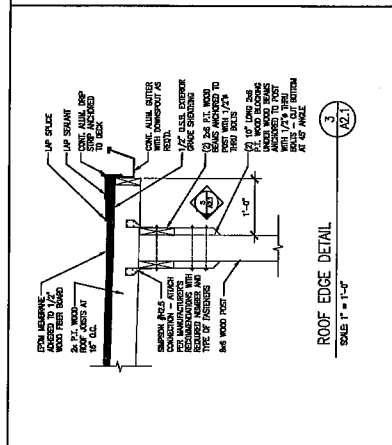
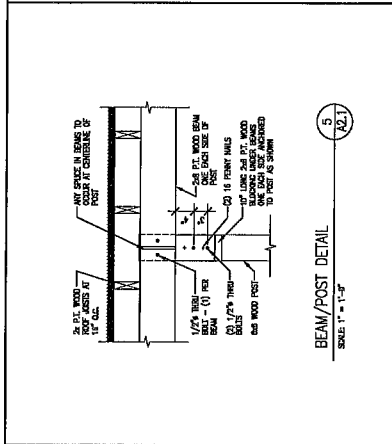
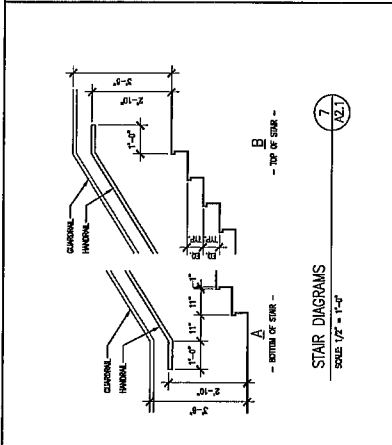
Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

**BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!  
PLACE THIS FORM ON OUTSIDE OF SEALED BID!**

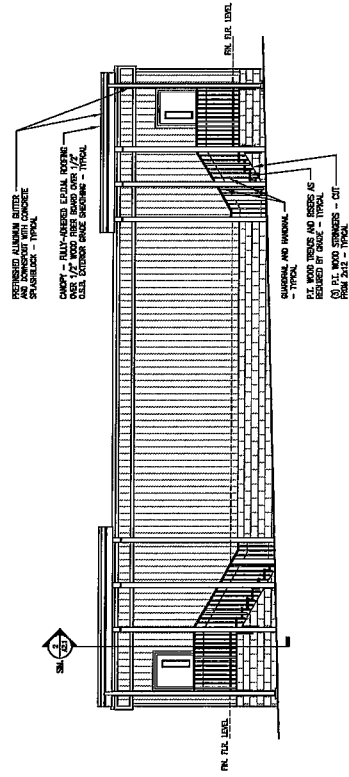
\*\*\*\*\* For Reference Only \*\*\*\*\*



\*\*\*\*For Reference Only\*\*\*\*

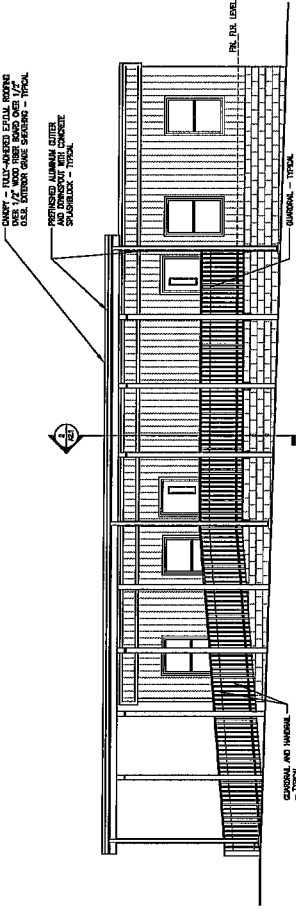


\*\*\*\* For Reference Only \*\*\*\*



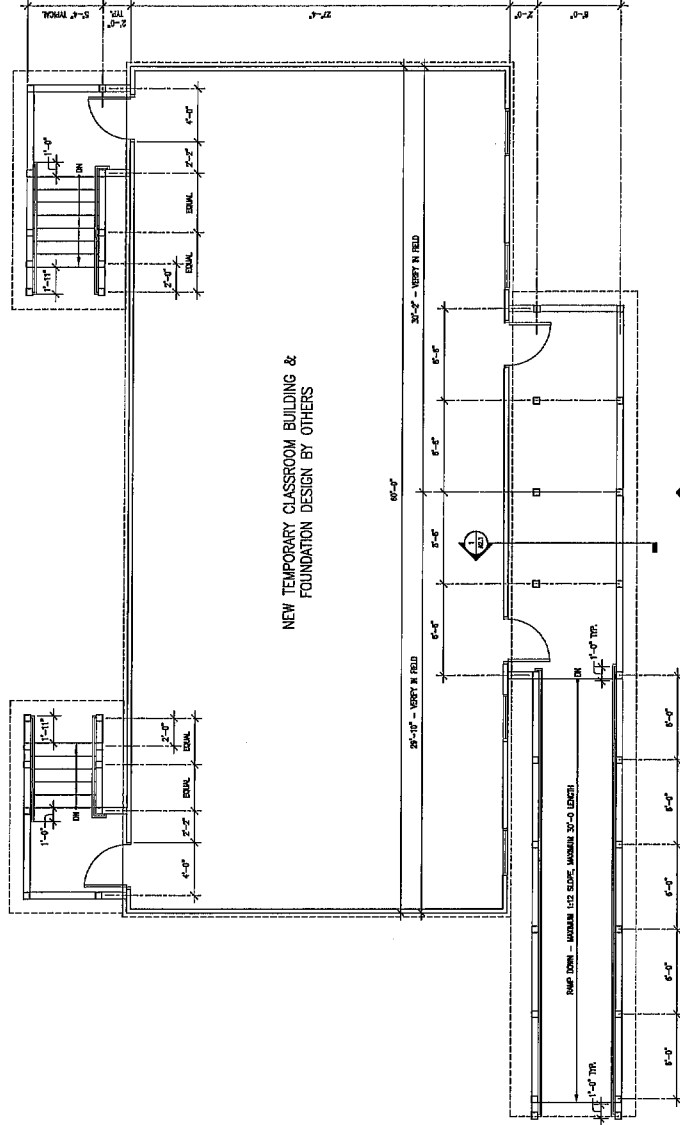
NORTH ELEVATION  
SCALE: 3/16" = 1'-0"

3  
A.I.T.



SOUTH ELEVATION  
SCALE: 3/16" = 1'-0"

2  
A.I.T.



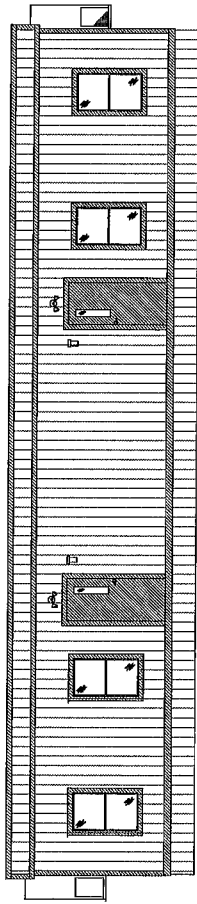
NEW TEMPORARY CLASSROOM BUILDING &  
FOUNDATION DESIGN BY OTHERS

FLOOR PLAN  
SCALE: 1/4" = 1'-0"

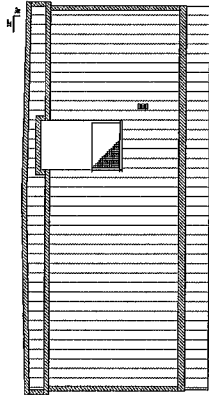
A.I.T.  
BUILDING  
ARCHITECT



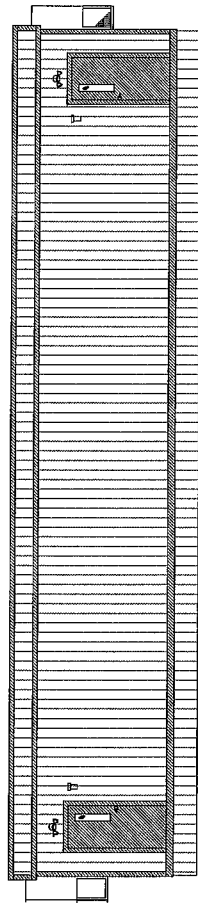
\*\*\*\*For Reference Only\*\*\*\*



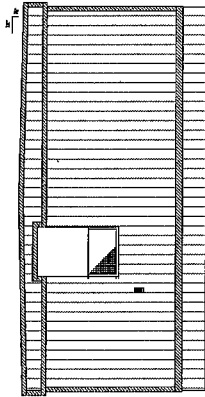
FRONT ELEVATION  
1. DOUBLE HUNG UNIT WITH 1/2" W/1/2" OF THE FLUSH AREA.  
2. WINDOW COORDINATE OVER PROJECTED AREA.



RIGHT ELEVATION  
1. WINDOW COORDINATE OVER PROJECTED AREA.  
2. WINDOW COORDINATE OVER PROJECTED AREA.



REAR ELEVATION  
1. WINDOW COORDINATE OVER PROJECTED AREA.  
2. WINDOW COORDINATE OVER PROJECTED AREA.



LEFT ELEVATION