

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Hot Mix Hauling and Placement Services FY 2024** as specified herein. Bids must be received by **2:00 p.m.** on **May 17, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3414
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 Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@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 may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

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

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

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

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

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

1.6 BID DELIVERY: Knox County requires respondents, 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 addressees 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.

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

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

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

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

- 1.8 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.
- 1.9 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. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.10 COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.
- 1.11 DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Submission by facsimile or email is strictly prohibited.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "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.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 MULTIPLE BIDS:** Knox County may consider multiple bids that meet specifications.
- 1.16 NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:
- 1.20.1** Be submitted on recycled paper,
 - 1.20.2** Not include pages of unnecessary advertising,
 - 1.20.3** Be made on both sides of each sheet of paper.
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.
- Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **May 3, 2023 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.25 TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall 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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is 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 bid the Criminal History Affidavit of Compliance (Attachment C).
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each 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.
- 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, sub-contractor 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) Contract, (2) Invitation for Bids, (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, and right of set-off, 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 and warehoused.
- 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, 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, upon written notice of not less than thirty (30) calendar days. 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 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 this solicitation is to obtain a Contractor(s) to augment the efforts of the Knox County Engineering and Public Works Department with Hot Mix Hauling and Placement Services and various other roadway items. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost and service quality, which includes previous work history and performance on similar roadway improvements.
- 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 ACCOUNT SET-UP:** The successful Vendor(s) **will be required** to set up separate accounts for Knox County Engineering and Public Works, Knox County Schools, Knox County Parks and Recreation, and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

- 3.3.1** Invoices for Knox County Government:
Knox County Engineering and Public Works
Attn: Samantha Chittum
205 West Baxter Avenue
Knoxville, TN 37917
- 3.3.2** Invoices for Knox County Schools:
Knox County Schools Maintenance & Operations
Attn: Robby Speegle
900 East Fifth Avenue
Knoxville, TN 37917
- 3.3.3** Invoices for Knox County Parks and Recreation:
Knox County Parks and Recreation
Attn: Rob Blake
2447 Sutherland Avenue
Knoxville, TN 37919
- 3.4 ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. If items are to be added, Knox County and the Contractor(s) will arrive at a mutually agreed upon price. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.5 ALTERNATE MATERIALS:** The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications pertaining to the material or article, only the specified item shall be used.

In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for the written approval of the County no less than five (5) business days prior to the bid opening. No bid will be accepted which bids to use a non-approved alternate. The County shall notify all bidders of any approved alternates by addendum only. The County reserves the right to reject any or all bids.

- 3.6 AWARD STATUS:** Knox County intends to issue a one (1) year award; the inclusive dates will be July 01, 2023 through June 30, 2024. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.7 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 BID ENVELOPE COVER:** The bid envelope cover sheet **must** be completed and attached to the outside of your bid. **Failure to do so will result in the rejection of your bid.**
- 3.9 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.
- 3.10 CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract (e.g. CDL license). Certifications of technicians **shall be included** in the bid package. It shall be the awarded vendor's responsibility to maintain current certifications with Knox County Procurement for the duration of the Contract.
- 3.11 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.
- 3.12 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 with an email. It is essential that the Contractor have an efficient and properly working email. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.13 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor 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 Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.
- 3.14 CONSTRUCTION PROJECTS:** Any construction undertaking, for which the total cost of the project is Twenty-Five Thousand Dollars (\$25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no solicitation will be opened unless the outside of the sealed envelope containing the solicitation provides the following information: The Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the solicitation.

If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars (\$25,000), the solicitation envelope is to be annotated with the phrase "Subcontractor's Bid is less than \$25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the solicitation. If no subcontractors are being used, the outside of the envelope must state, "No subcontractors are being used on this project." **All solicitations must be submitted in one envelope. Bidder must use the Bid Envelope Cover Sheet provided with the Invitation for Bid.**

- 3.15 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues.

In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.16 CONTRACT EXECUTION: The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.17 CONTRACTOR'S DUTIES: All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the County any conflicts that may occur among the various provisions of the specifications and plans. The County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict.

Failure of the Contractor to bring conflicts or exceptions to the attention of the County shall allow the County to require any changes deemed necessary before acceptance by the County.

3.18 DESTINATION AND DELIVERY: Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department. All shipping charges must be noted under the delivery fee along with a minimum volume for delivery.

Asphalt materials shall be delivered in an efficient manner such that the paving operation is continuously moving. Prior to work commencing Knox County and the contractor shall discuss and agree upon the required number of trucks for efficient delivery and paving operations.

All deliveries must be unloaded and placed in the location desired by Knox County. No deliveries will be made outside of Knox County unless it is through cooperative purchasing.

3.19 DRUG-FREE WORKPLACE: If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit (Attachment B) required by Public Acts, 2000, Chapter 918.

3.20 EQUIPMENT REQUIREMENTS: Prior to each specific job beginning, Knox County and the Contractor shall agree upon the appropriate paving equipment needed for the job. For example, roadways less than 20 feet in width will require a paver with an 8-foot screed. Electronic screed control may be required on roadways with a posted speed limit of 35 mph and higher, as deemed necessary by Knox County.

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

Price*	100 Points
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*Knox County will also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.22 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid 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.

- 3.23 EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.
- 3.24 FORCE MAJEURE:** The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of the vendor, may impact distribution costs. The pricing offered as a result of this bid is to be based upon known and calculated expenses; therefore should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the vendor may request relief only for the duration of said occurrence.
- 3.25 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 subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a 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 and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.26 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.
- Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.
- 3.27 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 Addendum to the solicitation by the Knox County Procurement Division.
- 3.28 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) 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.
- Contractor(s) may be asked to submit a sample copy of their invoice for review during evaluation of this IFB; account information may be deleted.
- 3.28.1** The invoice must show the amount due to the Contractor by Knox County.
- 3.28.2** All invoices shall be submitted within thirty (30) days of work being performed.
- 3.28.3** The invoice must show: daily work quantities and detailed breakdown of TDOT AC adjustments, a copy of the approved mix design that was used in the project(s) being invoiced, as well as any additional information as required by Knox County.
- 3.28.4** Invoices are to be original and uniquely pre-numbered.
- 3.28.5** Submit original invoice and one (1) exact copy.
- 3.28.6** Invoices that do not show this information are subject to rejection.
- 3.29 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.30 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 "Bill To" 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 desire 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.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.31 LIABILITY: All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

3.32 LICENSING REQUIREMENTS: Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.

3.33 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.

3.34 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.

3.35 NOTIFICATION: The Contractor will be solely responsible for notifying the residents of all subdivision roads (and any other road Knox County deems necessary) of the planned work by the use of signage. The signage will be provided by Knox County and installed by the Contractor a minimum of seventy-two (72) hours in advance of work to be done. The cost of this item shall be included in the cost of other items and no separate pay item will be considered. In the event the successful Contractor does not adhere to these notification requirements, paving operations shall be suspended until the seventy-two (72) hours of required notification is met.

3.36 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 ninety (90) days after the date fixed for opening the Invitation for Bids.

3.37 ON-SITE SUPERVISION REQUIREMENT: The successful contractor shall have a crew supervisor on site at all times when work is performed. Prior to work being performed, the contractor shall notify Knox County of who the crew supervisor shall be for the upcoming work. At no time, shall the County inspection staff be required to direct means and methods of Contractor's duties.

3.38 PERFORMANCE AND PAYMENT BOND: The successful vendor(s) shall be required to execute a performance and payment bond in the amount of \$6,000,000.00 upon execution of the written Contract. This bond shall be in full force until June 30, 2024, at which time the executed Contract will expire. Contractor's costs associated for the Performance and Payment Bond must be included in their cost per ton or item, as specified.

3.39 PERSONAL PROPERTY: The successful vendor(s) shall be fully responsible for all personal property located within the area to be paved. This shall include, but not be limited to vehicles, mailboxes, driveway culverts, flower gardens, poles, etc. The successful vendor(s) shall make immediate notification to the Knox County inspector assigned to that project if damage occurs. The property owner shall also be notified immediately, and a course of corrective action discussed and agreed upon at the earliest possible time; in no event shall the vendor(s) exceed forty-eight (48) hours to notify the property owner of damage to their personal property.

- 3.40 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.
- 3.41 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for the Contract period of July 01, 2023 through June 30, 2024. The price per ton shown in Section VI shall include all costs for final placement according to TDOT specifications or as directed by the Knox County Engineering and Public Works Department. Knox County shall pay for obtaining pavement samples and analysis after placement by Contractor. Knox County will only pay for material placed and compacted. In the event the contractor brings excess asphalt, it will be the contractor's responsibility to dispose of without cost to Knox County.
- 3.42 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.
- 3.43 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. It shall be the successful Contractor's sole responsibility to verify specific job quantities prior to beginning work for approved jobs.
- 3.44 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.45 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, 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.
- 3.46 SAFETY:** Contractor(s) 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.
- 3.47 SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto.

The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

- 3.48 SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

- 3.49 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).
- 3.50 SCOPE OF WORK:** This work shall consist of hot mix hauling and placement services for Knox County. The awarded Contractor(s) will both haul and place asphalt and concrete as requested by the Knox County Engineering and Public Works Department on an as-needed basis.
- 3.51 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on May 3, 2023**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

- 4.1 ASPHALT LEVELING COURSE:** Knox County will periodically ask the Contractor to level "rough" sections of roadway, resulting from weak shoulders, utility cuts, rutting, dips, etc. with a yet to be determined quantity of ACS Mix (PG 64-22) (BPMLC-HM) Grading CS or C.
- 4.2 BITUMINOUS PLANT LEVELING FOR WEARING SURFACE:** These specifications cover bituminous plant mix (leveling) for wearing surface. It shall be used where and as indicated by the Knox County Engineering and Public Works Department.
- 4.3 CONCRETE CURB:** Curbing to be installed and meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021 as well as Knox County Standard Drawing, Standard Drawing RP-SC-1, Standard Drawing RP-VC-10 and/or Standard Drawing RP-VC-11.
- 4.4 CONCRETE HAULING:** Hauling of concrete mixes for curbing shall conform to TDOT Road and Bridge Standard Specifications (January 01, 2021), including batch times, compressive strengths, slump, air content, etc. or Knox County may reject without payment.
- 4.5 CONCRETE SIDEWALK:** Sidewalk to be installed and meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021, and Standard Drawing MM-SW-1. In addition, cost of sidewalk in square feet will include two (2) inches of mineral aggregate type A base, grading D to serve as a base for concrete placement.
- 4.6 CONCRETE HANDICAP RAMP:** All ramps to be installed must meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021. The price of ramps shall include the installation of truncated domes and all features as noted in TDOT standard drawings MM-CR-1 through MM-CR-9.
- 4.7 HAULING:** Hauling shall begin at the plant of the asphalt supplier. Destination and routes to and from the plant are to be determined by the Knox County Engineering and Public Works Department, with each load being weighed at the asphalt plant. Knox County reserves the right to weigh materials at the plant and to receive tickets at the site. Asphalt loaded into trucks at the plant will not be less than 320 degrees Fahrenheit. Tarps to cover mix will be left to the discretion of the Knox County Engineering and Public Works Department.
- 4.8 HOLIDAY WORK RESTRICTIONS:** Work performed on Federal and observed Knox County holidays require seventy-two (72) hour advance notice and approval prior to commencing work. Knox County may also restrict work hours on other days in order to mitigate holiday traffic.
- 4.9 MATERIALS:** Any material supplied by the Contractor under the provisions of these specifications and plans shall be new or recycled materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the County. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design. Type IV aggregate will not be permitted as a coarse aggregate. The asphaltic concrete surface, Grade D shall meet the requirements of TDOT Standard Specifications for Road and Bridge Construction (January 01, 2021) Sections 411 and 903.11, or any subsequent revisions.

- 4.10 MINERAL AGGREGATE BASE TYPE A, GRADING D:** Placement of base stone shall be at the direction of Knox County on a properly prepared sub grade. The means and methods shall be in conformance with TDOT Section 303, including but not limited to delivery, spreading, shaping, compaction, etc.
- 4.11 MIX DESIGNS:** The contractor shall provide and receive written approval from Knox County on all mix designs for all mixes to be used as part of this contract prior to the placement of any product. In addition, all mix designs shall have a unique Knox County mix design number and this design number shall be placed on all tickets. In the event any mix is delivered to the jobsite without a ticket specifying the mix design, the load(s) will be rejected and no payment will be offered for these quantities.
- 4.12 MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped, and operated that the processing of the materials results in a uniform and satisfactory product meeting the requirements of the specifications and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.
- 4.13 PLACEMENT SPECIFICATIONS:** The asphalt will be placed on the road with an asphalt paver, the size being determined by the Knox County Engineering and Public Works Department. The Contractor shall use rollers for compaction. All joints and driveway transitions are to be made to meet the Knox County Engineering and Public Works' requirements, which shall include milling all tie-in joints. Specifically, all transverse joints left overnight shall be constructed using a paper joint procedure.
- 4.14 PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this Contract. The Basic Bituminous Material Index for this Contract will be *(April 2023) \$655.45 per ton for PG 64-22 and \$732.50 per ton for PG 70-22.*
- 4.15 RAILROAD CROSSINGS:** Knox County shall be notified prior to any paving project that will cross a railroad line, so that Knox County can coordinate the work with the railroad.
- 4.16 RECYCLED MATERIAL:** Recycled Asphalt Pavement (RAP) may be utilized in this project. Bidders must specify whether they intend to use Recycled Asphalt Pavement in their bid response. The use of Recycled Asphalt Pavement shall meet the requirements established by the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction dated January 01, 2021, as amended by that organization or its successor. Bidders may not use crushed slag as a coarse or fine aggregate for any asphaltic material utilized in the Contract.
- 4.17 RESPONSE TIME:** The contractor(s) shall commence work no later than fourteen (14) calendar days from notice by Knox County of our intentions to place any specified pay items. In the event the contractor fails to do so, Knox County may levy fines of Seven Hundred Fifty Dollars (\$750.00) per day for each day the work isn't commenced as directed.
- 4.18 SPEED HUMPS:** Speed humps shall be constructed to the design and tolerances set forth by the Institute of Transportation Engineers, Guidelines for the Design and Application of Speed Hump (see attached typical section) and attached Knox County Standard Drawing (Attachment D).
- 4.19 SURFACE PREPARATION:** All equipment necessary for the satisfactory performance of this construction shall be on hand and approved before work will be permitted to begin. The equipment shall include a power broom or other mechanical sweeping equipment, pressure distributor and such other equipment and small tools as may be required to perform the work in a satisfactory manner. In addition, prior to any paving being commenced the existing surface shall be clean, dry and free from any debris (e.g., millings and leaves). Knox County shall inspect this surface prior to paving and approve the cleanliness of the surface prior to any asphalt being placed.
- 4.20 TACK COAT:** The Contractor(s) shall furnish a trackless tack coat (403-02.01) and distributor as required by section 403 of the Tennessee Department of Transportation standard specifications for road and bridge construction dated January 01, 2021. The price of this tack coat shall be included in the price per ton of asphalt used and no separate payment will be authorized.
- 4.21 THICKNESS AND SURFACE REQUIREMENTS:** The Contractor(s) shall furnish a grader for ditches and shoulders and a broom to clean the road before resurfacing. Each surface course shall have a thickness to be determined by the Knox County Engineering and Public Works Department. Refer to Section 407 of the Tennessee Department of Transportation standard specifications for road and bridge construction dated January 01, 2021 for grading "D" requirements.

- 4.22 TDOT REGULATIONS:** All hot mix must meet the Tennessee Department of Transportation, Bureau of Highways, Standard Specifications for road and bridge construction as outlined in the various sections of 307 and various Sections of 411 of specifications dated January 01, 2021, or any subsequent revisions.
- 4.23 USE OF MULTIPLE CREWS:** The Contractor may use multiple crews only after receiving prior approval to do so by Knox County.
- 4.24 UTILITIES:** It will be the sole responsibility of the contractor(s) to notify all affected utilities of any planned work and make the necessary accommodations in regard to raising valves, manholes, etc. No separate payment will be made for this coordination and work but will be included in the price of other items.
- 4.25 WEATHER LIMITATIONS:** The Contractor shall refer to Section 407.09 of the Tennessee Department of Transportation Standard Specifications for road and bridge construction dated January 01, 2021.
- 4.26 WEIGHT:** All trucks may be subject to be weighed on any scale as designated by the Knox County Engineering and Public Works Department.

****Please note that it is not necessary to return pages one (1) through fourteen (14) with your response.
You must complete and return pages fifteen (15) through twenty-four (24).**

SECTION V VENDOR INFORMATION FOR BID NUMBER 3414, HOT MIX HAULING AND PLACEMENT SERVICES FY 2024

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

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ State: _____ Zip: _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's E-mail 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.

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 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 YES, WITH EXCEPTION
(Please circle your answer)

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

5.11 Total Number of Years in Business: _____

5.12 Total Number of Commercial Clients: _____

5.13 Total Number of Local Employees to be utilized for this Contract, if awarded: _____

5.14 What are your annual local sales (hot mix)? _____

5.15 Do you have a power broom that is adequate to clean and prep pavement surfaces? YES NO

5.16 Do you have a motor grader that will be available for Knox County projects? YES NO

5.17 Do you have a 10' paver available for Knox County projects? YES NO

SECTION V VENDOR INFORMATION FOR BID NUMBER 3414, HOT MIX HAULING AND PLACEMENT SERVICES FY 2024 – CONTINUED

VENDOR NAME: _____

5.18	Do you have an 8' paver available for Knox County projects?	YES	NO
5.19	Do you have a functioning automatic screed control available for Knox County projects?	YES	NO
5.20	Do you have a milling machine with a 7' minimum width available for Knox County projects?	YES	NO
5.21	Do you have a skid steer mounted cold planer available for Knox County projects?	YES	NO
5.22	Do you have adequate trucking available for Knox County projects to keep paving operations moving throughout the day?	YES	NO
5.23	Would additional trucks be available at the request of Knox County, if needed?	YES	NO
5.24	Do you have adequate equipment to meet compaction requirements for Knox County projects?	YES	NO
5.25	Do you have a TDOT approved hot mix plant? If yes, attach current certification(s).	YES	NO
5.26	Do you have equipment to place concrete curbing available for Knox County projects?	YES	NO
5.27	Do you have equipment and personnel available for Knox County projects to install ADA compliant sidewalks and ramps?	YES	NO
5.28	Did you include the correct number of exact copies as detailed in Section 1.10?	YES	NO
5.29	Will you accept Knox County Credit Cards as payment as detailed in Section 1.17?	YES	NO
5.30	Did you complete and include the Tennessee Criminal History Affidavit as detailed in Section 2.7?	YES	NO
5.31	Will you allow Knox County designees to tour and inspect your facility as per Section 2.20?	YES	NO
5.32	Did you attach your completed Bid Envelope Cover as detailed in Section 3.8?	YES	NO
5.33	Did you include your certifications as detailed in Section 3.10?	YES	NO
5.34	Did you complete and include the Drug Free Affidavit as detailed in Section 3.19?	YES	NO
5.35	Did you include your fully executed Insurance Checklist as detailed in Section 3.26?	YES	NO
5.36	Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.32?	YES	NO
5.37	Do you intend to use Recycled Asphalt Pavement as detailed in Section 4.16?	YES	NO
5.38	Can you meet the Response Time as detailed in Section 4.17?	YES	NO

**SECTION VI VENDOR PRICING FOR BID NUMBER 3414, HOT MIX HAULING AND PLACEMENT SERVICES
FY 2024**

VENDOR NAME: _____

6.1 July 1, 2023 through June 30, 2024 Section 411 (combined) Bituminous Plant Mix base (hot mix) Grading D (PG 64-22) per T.D.O.T. Specification 407.09

Estimated 40,300 tons at \$ _____ Per Ton F.O.B. Destination

Contingency Quantity of Virgin Asphalt 411 D (PG 64-22) per T.D.O.T. Specification 407.09 at

\$ _____ per ton F.O.B. Destination

Note: Vendors are hereby cautioned that these are estimated quantities. No guarantee is given or implied to the actual quantities to be used under this Contract.

6.2 Section 411 Bituminous Plant Mix (hot mix) Grading D (PG 70-22) per Ton

To be used for higher traffic roadways at \$ _____ per Ton F.O.B. Destination

6.3 Section 411 Bituminous Plant Mix (hot mix) Grading D or Grading E, Asphalt Curbing or Berm per LF

To be used for driveway berms, re-establishing curbs, etc. at \$ _____ per Linear Foot F.O.B. Destination

6.4 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS per Ton

To be used for leveling at \$ _____ per Ton F.O.B. Destination

6.5 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS per Ton

To be used for parking lot paving at \$ _____ per Ton F.O.B. Destination

6.6 Section 307-01.09 ACS Mix (PG 64-22) Grade C per Ton

To be used for leveling at \$ _____ per Ton F.O.B. Destination

6.7 Section 307-01.08 ACS Mix (PG 64-22) (BPMB-HM) Grading B-M2 per Ton

To be used for base binder at \$ _____ per Ton F.O.B. Destination

6.8 Section 307-01.01 ACS (PG 64-22) Grading A per Ton

To be used for base binder at \$ _____ Per Ton F.O.B. Destination

6.9 Section 307-01.20 ACS (PG 64-22) (BPMB-HM) Grading AS per Ton

To be used for base binder at \$ _____ per Ton F.O.B. Destination

6.10 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Ton – Estimated 20,000 Tons

To be used on local, low volume roadways only at \$ _____ per Ton F.O.B. Destination

6.11 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Speed Hump

To be used for speed hump construction at \$ _____ per Speed Hump F.O.B. Destination

6.12 Section 411-TL in 70-22 per Ton

At \$ _____ per Ton F.O.B. Destination

**SECTION VI VENDOR PRICING FOR BID NUMBER 3414, HOT MIX HAULING AND PLACEMENT SERVICES
FY 2024 - CONTINUED**

VENDOR NAME: _____

6.13 Section 702-01.01 Extruded Mountable Curb per LF

To be used for installation of concrete extruded mountable curb on base binder, all labor necessary to tie curb into catch basin frames will be included in price per LF.

at \$ _____ per Linear Foot of curb F.O.B. Destination

6.14 Section 702-03 Concrete Combined Curb and Gutter per CY

To be used for installation of concrete curbs and gutter on base stone

at \$ _____ per Cubic Yard of concrete F.O.B. Destination

6.15 Section 701-01.01 Concrete Sidewalk (4") per SF

To be used for installation of concrete sidewalk; price per SF to include base stone at 2" depth

at \$ _____ per Square Foot of sidewalk F.O.B. Destination

6.16 Section 701-02.03 Concrete Handicap Ramp per SF

To be used at all intersections for handicap access

at \$ _____ per Square Foot of Concrete Handicap Ramp F.O.B. Destination

6.17 Section 303-01.01 Mineral Aggregate Type A Base, Grading D per Ton

at \$ _____ per Ton installed on prepared subgrade F.O.B. Destination

6.18 Pavement/Soil Removal per CY NOTE: Price to also include hauling/disposal of all excavated material.

To be used on soft areas prior to applying final surface, including any necessary saw cutting as deemed necessary by Knox County.

at \$ _____ per Cubic Yard F.O.B. Destination

6.19 Adjusting Manhole Frames at \$ _____ per Each

6.20 Adjusting Valve Boxes at \$ _____ per Each

6.21 Section 415-01.01 Cold Planning (Milling) Bituminous

6.21.1 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement- Profile Milling

at \$ _____ per Ton milled F.O.B. Destination

6.21.2 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement – Wedge Milling

at \$ _____ per Ton milled F.O.B. Destination

6.22 Skid Steer with Planer (to be used for the milling of small areas)

at \$ _____ per Hour, including operator and machine

SECTION VI VENDOR PRICING FOR BID NUMBER 3414, HOT MIX HAULING AND PLACEMENT SERVICES
FY 2024 - CONTINUED

VENDOR NAME: _____

- 6.23 Concrete Curb 6” Sloping Detached (mountable) Type A (STD Drawing RP-VC-10)
at \$ _____ per Linear Foot F.O.B. Destination
- 6.24 403-02.01 - Trackless Tack Coat (TC) – material install ONLY - to be applied to roads at Knox County’s direction prior to County paving staff resurfacing said roadway(s)
at \$ _____ per Ton.
- 6.25 701-02.01 – Concrete Curb Ramp (Retrofit)
at \$ _____ per Square Foot F.O.B. Destination
- 6.26 407-20.05 – Saw Cutting Asphalt Pavement
at \$ _____ per Linear Foot F.O.B. Destination
- 6.27 502-04.01 – Sawing Concrete Pavement Full Depth
at \$ _____ per Linear Foot F.O.B. Destination
- 6.28 Skid Steer
at \$ _____ per Hour, including operator and machine
- 6.29 Hydraulic Mini Excavator
at \$ _____ per Hour, including operator and machine
- 6.30 Rubber Tired Backhoe (CAT 420 or equal)
at \$ _____ per Hour, including operator and machine
- 6.31 Dump Truck (14 Yard Bed) Tri-Axle
at \$ _____ per Hour, including operator and machine
- 6.32 Special Projects – To be used on locations where minor incidental work needs to be completed prior to paving (e.g. adjusting frame and grates on catch basins)
- 6.32.1 Laborer \$ _____ per Hour
- 6.32.2 Foreman \$ _____ per Hour
- 6.32.3 Materials cost plus _____ % markup
- 6.33 Police Patrol Car with Lights, to be used for Traffic Control at \$ _____ per Hour.
- 6.34 Nighttime Paving Operations (Contractor to provide all necessary lighting and lighting equipment for crew safety).
\$ _____ Lump Sum per Project
- 6.35 TDOT Item 713-16.01 Changeable Message Boards at \$ _____ per Day F.O.B. Destination

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

**ATTACHMENT A
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3414**

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				COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000																														
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 45%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>				X	ANY AUTO-SYMBOL (1)																													BODY INJURY (Per -Person)	
X	ANY AUTO-SYMBOL (1)																																				
						BODY INJURY (Per-Accident)																															
						PROPERTY DAMAGE (Per-Accident)																															
YES	4.	COMMERCIAL GENERAL LIABILITY					LIMITS																														
		CLAIM MADE		X	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	PROJECT	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																															
YES	8.	XCU COVERAGE				NOT TO BE EXCLUDED																															
YES	9.	UMBRELLA LIABILITY COVERAGE				\$2,000,000																															
		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 DIRECT 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. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED _____.

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

Agency Name: _____ **Authorizing Signature:** _____

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

Bidder Name: _____ **Authorizing Signature:** _____

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3414

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

(To be submitted with bid by contractor with five (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: _____

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3414

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 _____ }

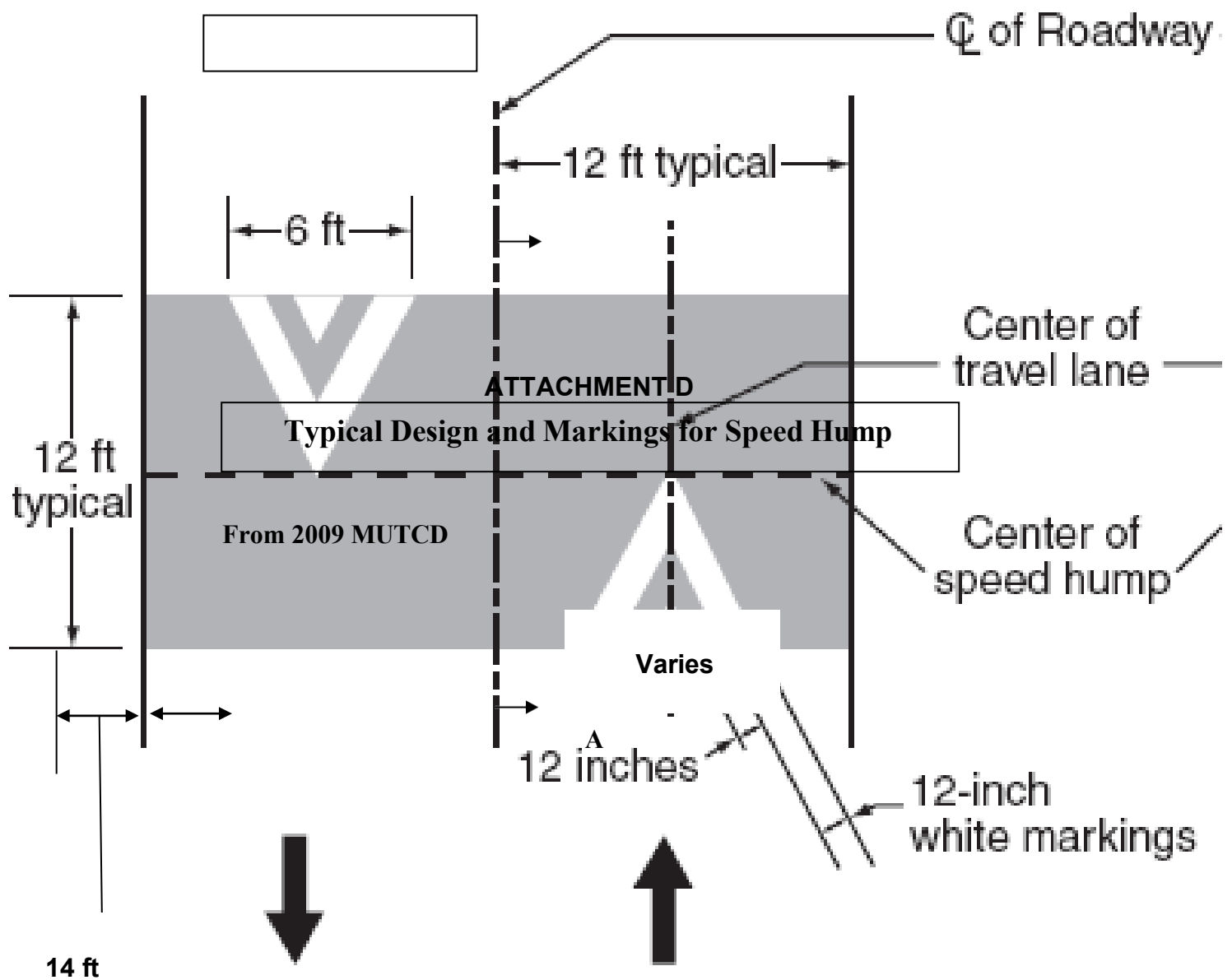
Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2 _____.

Notary Public

My Commission expires: _____



12" wipedown
(TYP)

A

12" gap between
curb face and edge
of speed hump

Section A-A

Center of speed hump

Height in inches:

3.0 2.9 2.8 2.4 2.0 1.5 0.8 0.0

