

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Carpet Tile Installation Services** as specified herein. Bids must be received by **2:00 p.m. on August 24, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3439
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, Senior Buyer, Construction and Contract Specialist at 865.215.5756. Questions may emailed to 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.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product and 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, schedule basis, an all-or-none basis or by a multiple award. The evaluation criteria is listed herein. Knox County also reserves the right to not award this bid.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. 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 particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with the 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 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

- 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 DESCRIPTIVE LITERATURE:** Vendors must identify the manufacturer and the specifications to which they are submitting.
- 1.12 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.
- 1.13 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.
- 1.14 DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.
- 1.15 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Email and Facsimile submission is strictly prohibited.
- 1.16 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.

- 1.17 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.18 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.19 **NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor 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. Contractor submission of other than new materials may be cause for the rejection of their bid. Knox County will not allow remanufactured or refurbished parts/equipment allowed under this Contract.
- 1.20 **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.
- 1.21 **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 Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.22 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.23 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.24 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.25 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids be sent electronically. Bids being submitted on paper shall:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper.
- 1.26 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division before **August 11, 2023 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.27 **SIGNING OF BIDS:** In order to be considered all bids **must** be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- 1.28 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.29 **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.

- 1.30 **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.
- 1.31 **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. The use of any other form(s) may be just cause for disqualification.
- 1.32 **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.
- 1.33 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on “Online Vendor Registration.” Vendors must be registered with the Procurement Division prior to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.34 **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 CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense.

The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

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 base on personal jurisdiction, venue and inconvenient forum.

2.10 INCORPORATION: All specifications, drawings, technical information, Invitation for Bids, 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) 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, 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 by written notice immediately in its sole discretion for cause, or without cause upon written notice of not less than thirty (30) days. Upon termination with or without cause, Contractor shall not perform additional work without written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.
- 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. Any additional and/or supplemental warranties or guarantees will be considered in the evaluation.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Carpet Tile Installation Services desired by Knox County and Knox County Schools. Award will be based on Best Value. Best value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of product or services that are provided. Acceptance may require a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items to this bid. Additional products will be agreed upon by both parties in writing.

- 3.4 AUTHORIZED DEALER:** Vendors **must** submit written factory signed documentation stating that they are factory authorized dealers for the item(s) they are bidding. A change in the status of an awarded vendor must be reported to Knox County Procurement immediately. Failure to respond to this condition may be just cause for rejection of bid. In cases in which the Vendor is the manufacturer of the products for which they are bidding, the vendor must submit a signed statement verifying that they are the manufacturer.
- 3.5 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each Contractor, and KCS, the award(s) may be extended for four (4) one-year (1) renewals. This may result in a total of five (5) years.
- 3.5.1** KCS reserves the right to purchase these services from other sources if the need arises.
- 3.5.2** KCS reserves the right to revoke the award if a pattern of unavailability arises with a Contractor.
- 3.6 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.
- 3.7 COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, KCS will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an or e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning email. Ideally, the Contractor will have e-mail capabilities.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations 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.
- 3.9 CONTACT PERSONNEL:** It shall be essential to the success of this contract to develop a good working relationship with the successful Contractor. It is imperative that the KCS account be handled efficiently and professionally. KCS should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCS account, the successful Contractor shall formally introduce the new contacts to KCS personnel. These contacts must be knowledgeable of the KCS account to avoid any interruption of service.
- 3.10 ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of KCS buildings. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform or name badges identified with the Company name at all times. Contractor and/or employees of contractor must contact KCS prior to reporting to a site for work.
- 3.11 ESTIMATE PREPARATION:** Contractor may be required, upon request, to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include, but not be limited to the following: the cost of labor and material, 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 Schools. All estimation and quotation preparation shall be provided at no cost or obligation to KCS.
- 3.12 EVALUATION CRITERIA:**
- | | |
|--|------------------|
| Pricing | 80 Points |
| Vendor Experience and Resources | 20 Points |
- 3.13 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.

- 3.14 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to the prime contractor or higher tier sub-contractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or sub-contractor under Knox County contracts.

- 3.15 IDENTIFICATION AND UNIFORMS:** Employees of the Contractor shall have proper photo identification displayed, at all times, while on School property. If needed, KCS can provide temporary photo identification for a fee of \$2.50 per badge. Additionally, as appropriate, Contractor is encouraged to have its employees in a standard uniform. This is a preference but not a requirement. Additionally, many schools require visitors to obtain and wear visitor passes issued by that particular site. If so, visitors will obtain such pass and display it as instructed.

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

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the project is in effect.

- 3.17 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

- 3.18 INVOICING REQUIREMENTS:** As several different departments may use this Contract, please adhere to the following guidelines:

FOR KCS MAIL ALL INVOICES TO:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

FOR ALL OTHER KNOX COUNTY DEPARTMENTS MAIL INVOICES TO:

The Remit to Address on the Purchase Order

The following general guidelines apply to all departments. However, each department may have additional or slightly different needs, which they will communicate to you.

TRACKING NUMBER: All invoices must have one (1) of our tracking numbers on them or they will be returned. You will only have one (1) number per invoice.

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

- The grand total amount
- 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).
- The location delivered to (Such as XYZ School or Maintenance 5th Avenue)

- The date the work/materials were delivered
- A statement that the price invoiced is per the bid/quote.
- The tracking number (purchase order or encumbrance number)

SUBMIT ONE (1) ORIGINAL INVOICE AND ONE (1) COPY.
INVOICES ARE TO BE ORIGINAL, WITH A UNIQUE REFERENCE NUMBER. PREFERABLY INVOICES WILL BE WHITE.

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

FAILURE TO FOLLOW GUIDELINES: Failure to follow these guidelines may slow down the payment process, while following these steps will help you receive payment faster. Variation from the terms of our bids 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.

JOB/SERVICE TICKETS: Job/service tickets that substantiate the invoice must accompany the invoice. The original job/service tickets will be given to the requesting department. Copies must accompany the invoice.

UNPAID INVOICES: If invoices are unpaid after thirty (30) days, please contact KCS to ascertain their status.

- 3.19 INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included. Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.
- 3.20 LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. *COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.*
- 3.21 LIQUADATED DAMAGES:** Knox County reserves the right to impose liquidated damages of \$250.00 per day for all deliveries not adhering to the schedule as agreed upon.
- 3.22 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:
- 3.22.1** Cancel the Contract, if it is currently in effect;
- 3.22.2** Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.
- 3.23 NEWS RELEASES BY CONTRACTORS:** As a matter of policy, KCS does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of KCS.
- 3.24 NO CONTACT POLICY:** After the date and time that the Contractor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the Contractor from this procurement transaction.
- 3.25 PRICING:** Vendors are to quote a firm fixed price for the services noted herein for the next twelve (12) months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division and KCSMO. Knox County and KCSMO reserve the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

- 3.25.1 Continue with existing prices.
- 3.25.2 Not accept the renewal offer.
- 3.25.3 Request a lower price increase.

Any price increase shall be tied to the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.26 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.
- 3.27 **QUOTES:** The Awarded Contractor will be required to submit quotes for each job. The quote must match exactly the line items and pricing stated in the Contract. Deviations from the contracted line items and pricing will not be accepted.
- 3.28 **PRODUCT DELIVERY:** Products ordered under this agreement may be picked up by Knox County and/or delivered to a specified address within the county limits. Any products procured with a Purchase Order shall clearly state the delivery address or state that Knox County will pick-up the products. There shall be no additional charge for delivery of materials if requested.
- 3.29 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.
- 3.30 **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.
- 3.31 **REQUIREMENTS CONTRACT ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. KCS will have no obligation to the Contractor if services are not required. However, the present expectations of those who are planning for KCS for the period of the Contract indicate the need for these services. The Contractor understands and agrees that KCS is under no obligation to the Contractor to purchase any services.
- 3.32 **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 their employees on all safety issues as required by OSHA regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.
 - 3.32.1 The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.
 - 3.32.2 The flow of vehicular traffic shall not be impeded at any time during any project. The safety of the public is of prime concern to KCS and all costs associated are the responsibility of the Contractor.
 - 3.32.3 KCS does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.
- 3.33 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by Knox County and the KCSMO. Knox County and the KCSMO may terminate the contract if subcontracting is done without approval.

- 3.34 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **August 11, 2023 at 4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.35 USE OF TRASH CONTAINERS:** Vendors are advised that Knox County School policy does not allow vendors to utilize on-site trash bins paid for by the Knox County Schools. Vendors are responsible for removing and disposing of all debris associated with the work to be performed under this contract.
- 3.36 VALUE ADDED RELATIONSHIP:** Knox County and KCS intend for this bid to result in a relationship with a Contractor. Knox County and KCS desire a long-term relationship with a Contractor in which common goals are shared. Among those goals are:
- 3.36.1** Fair and equitable treatment of Contractor and owner.
 - 3.36.2** 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.
 - 3.36.3** Contractor involvement in the School system or a specific school on a non-business basis. One (1) example is involvement with the Knox County Schools Teacher Depot. The Teacher Depot accepts the donation of equipment and supplies for distribution to teachers.
- 3.37 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 SCOPE OF WORK

- 4.1 SUMMARY:** Vendors shall provide complete carpet installation services. Vendors shall furnish labor, routine tools, equipment, services and other incidentals required to perform work as listed.
- 4.2 ALKALINITY:** A pH range of 5-9 is satisfactory; however, a reading above nine (9) requires corrective measures. The pH on the surface of the concrete can be determined by slightly wetting the floor and applying pH test paper. Consult the adhesive manufacturer for recommended corrective procedures.
- 4.3 CLEANING:** Perform the following operations immediately after completing the installation.
- 4.3.1** All rubbish, wrappings, debris, trimmings, et cetera to be removed from the site and disposed of properly.
 - 4.3.2** Carpet to be protected as needed from damage from other trades.
 - 4.3.3** Remove visible adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 4.3.4** Remove protruding yarns from carpet tile surface.
 - 4.3.5** Vacuum carpet tile using commercial machine with face-beater element.
- 4.4 CURING OF ADHESIVE:** Traffic over adhesive installations should be restricted for a minimum of 24-48 hours to allow proper adhesive cure. Premature traffic can cause installation failure. Exposure to water from cleaning and other sources should be restricted for a minimum of thirty (30) days.
- 4.5 DELIVERY, STORAGE AND HANDLING:**
- 4.5.1** General: Comply with CRI 104 Section 5, "Storage and Handling."
 - 4.5.2** Environmental conditions prior to and immediately after installation shall meet the following criteria to assure a relaxed carpet, preventing glue-down problems.
 - 4.5.3** Storage: All carpet shall remain in original factory wrappings and containers, labeled with identification of manufacturer, brand name and lot number. All materials to be stored in a cool, dry location, safe from damage and soiling. Stored in palletized form as supplied by manufacturer. **DO NOT STACK PALLETS.**
 - 4.5.4** Conditions: Floor temperatures must be a minimum of 65° for forty-eight hours (48) prior to installation. Floor temperature can usually vary 5-10° lower than room temperature. Modules must be conditioned to room temperature for twenty-four (24) hours prior to installation.
 - 4.5.5** Deliver materials to project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name and lot number.

4.5.6 Store materials on site in original undamaged packages, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures and humidity. Lay flat with continuous blocking off ground.

4.6 **ENVIRONMENTAL ISSUES:** All installation products **MUST** be tested and certified by The Carpet and Rug Institute (CRI) for Indoor Air Quality. CRI certification number is to be submitted with all testing requirements. No other testing procedures or labeling will be accepted.

4.7 **EXAMINATION:** The owner or general contractor shall supply written moisture and alkalinity test of concrete floors immediately prior to installation. Once moisture tests are within manufacturer's tolerances, concrete floors will be sealed for elimination of dust. Sealers used will be in compliance with manufacturer's products and requirements.

4.8 **INSTALLATION:** Install tile in strict accordance with manufacturer's printed installation instructions.

- Cutting and Trimming
- Finished Installation
- Flatwire Cable and Trench Headers
- Grid Adhesive Method vs. Full Adhesive Method
- Measurements
- Pallet and Box Sequencing
- Replacement Tiles
- Special attention is to be given to the following: Stairs and Tile Placement

4.9 **INSTALLATION ACCESSORIES:**

- Adhesive: As recommended by carpet tile manufacturer
- Carpet Edge Guard: (Manufacturer's standard extruded or molded rubber carpet edge guard, of the profile and size indicated or required by the particular installation. Provide colors selected by owner from colors and availability of inventory).
- Concrete Slab Primer Non-staining type as recommended by carpet tile manufacturer.
- Trowelable Underlayments & Patching Compounds

4.10 **INSTALLATION ADHESIVE:** Supply carpet manufacturer's recommended adhesive for calculated zero VOC, releasable, non-flammable, low odor, anti-microbial, non-toxic adhesive. The adhesive must allow for approximately 90% glue free application. Glue is to be used when requested at seams and peripheral edges only to significantly reduce removal cost and ability to install over VAT.

4.10.1 Adhesive (full spread or perimeter spread) must comply with American Disabilities Act (ADA), Section 4.5.3 and Section 2.2.

4.10.2 Miscellaneous Materials.

4.10.3 Provide adhesives, sealers, cleaners and approved installation tools and materials recommended by carpet manufacture for requirements.

4.10.4 Use of tacky tape is to be provided and approved of by the manufacturer.

Installation adhesives shall be supplied and used in accordance with the manufacturer's standards. Further, at its option, KCSMO may supply the adhesive for the installer to use.

4.11 **LIQUID ADHESIVE REMOVERS:** There are a number of liquid adhesive removers that will effectively remove cutback or emulsion adhesive residue from sub-floors; however, there is evidence these products may adversely affect the new adhesive or the new floor covering. Any residual of these products left in or concrete slab is capable of causing failure of the new floor adhesive. The use of these removers may void all applicable warranties. If adhesive removers or other chemicals have been applied to the existing sub-floor, the owner or general contractor must advise the installation contractor of their use prior to the floor covering installation.

4.12 **MAINTAIN TEMPERATURE:** Temperatures of indoor carpeted areas should never fall below 50° F (10° C) regardless of the age of the installation.

4.13 MOISTURE & ALKALINITY IN CONCRETE SUB-FLOORS: To prevent glue-down installation failures due to moisture and alkalinity, the owner or general contractor shall be responsible for providing written moisture and alkali test results pertaining to the concrete slab prior to installation. Where lightweight or acoustical concrete is used, refer to the manufacturer's recommendations for the proper primer to be used before carpet is installed.

4.13.1 Moisture: At least 90-120 days are to be allowed for a concrete slab to cure and reach an acceptable dryness. Appearance alone is not a reliable test.

4.13.2 Concrete floors, even with adequate cure time, can demonstrate an unacceptable moisture condition by allowing excessive amounts of moisture to pass through. This can be a problem even on suspended concrete floors. All concrete floors should be tested to determine the moisture emission rate by utilizing a calcium chloride moisture test kit available from installation supplies and accessories distributors. This is a very precise test and must be conducted carefully with strict attention to the test kit manufacturer's instructions. Another method, less precise but acceptable for some carpet types, can be used to determine the presence of excessive on-site moisture. Place a hygrometer on the floor, cover with a sheet of clear plastic film about two feet (600mm) square, and seal with duct tape. A rough estimate may be obtained in 15 to 30 minutes; 24 hours is needed for an accurate check. Various locations in the area should be tested. Moisture tests on slabs below 55° F (13° C) may be inaccurate because moisture migration is retarded by low temperatures.

4.13.3 Since some floor covering products are less tolerant of moisture than others, consult the individual manufacturer to determine acceptable moisture emission rates for specific products.

4.13.4 The moisture emission rate of a concrete floor is expressed in lbs./square feet-24 hours. Because the test for emission rate requires 72 hours to conduct, proper installation planning is a must. As a general guideline, an emission rate of 3 lbs. or less is acceptable for most carpet.

4.14 PROJECT CONDITIONS:

4.14.1 General: Comply with CRI 104, Section 6, "Site Conditions."

- Floor Preparation:
- Sub-floor preparation is to include all required work to prepare the existing floor for installation of the product as specified in this document. Sub-floor preparation shall meet all conditions as specified in this document. Sub-floor preparation shall meet all conditions as specified in the Manufacturers installation instructions.
- Sub-floor preparation will include, as required, the removal and repair of the existing floor surface.
- All materials used in sub-floor preparation and repair shall be recommended by the carpet manufacturer or shall be chemically and physically compatible with the carpet system being bid.
- Site conditions shall include those specified in the carpet manufacturer's installation instructions and shall also include area heat, light and power required for effective and efficient working conditions.
- Provide unobstructed spaces for carpet installation to include removing and replacing furniture and equipment in the installation area.

4.14.2 Sub-floors Concrete:

- New concrete shall be cured, clean and dry. It shall be free of curing or parting agents that interfere with the bonding of the adhesive.
- Old concrete must be clean, dry and free of paint, dirt, adhesive, oils and other contaminants.
- The owner may provide the flooring contractor a written report on the moisture and alkalinity condition of the slab to determine its suitability as a substrate for the material to be installed.
- Whenever a powdery or porous surface is encountered, a primer compatible with the adhesive shall be used to provide a suitable surface for the glue down installation.
- Patching of cracks and depressions shall be made with a compatible patching compound. Do not exceed manufacturer's recommendations for patch thickness. Large patched areas must be primed.

4.14.3 Sub-Floors Wood:

- Sub-floors should have a minimum 18-inch (457 mm) air space underneath with cross ventilation. Plywood, hardwood and particleboard used as sub-flooring must be a flooring grade installed to the manufacturer's specifications. Joints shall be filled and rough areas sanded smooth. Rough and uneven areas shall be sanded smooth and primed.
- Oil contaminated floors must be covered with a suitable underlayment as hardboard, plywood or particle board installed according to the Hardwood Plywood Association or the Particle Manufacturers Association recommendations.
- The suitability of a painted wood surface can be checked by gluing down a two-foot square of carpet. If the adhesion bond is strong, and the paint does not pull up with the carpet after 72 hours, the carpet can be installed. Glossy surfaces are to be roughened prior to installation.

- Sanded and new floors shall be coated with a compatible primer to provide a good surface for glue-down.
- 4.14.4 Sub-Floors Metal:**
 - Metal floors must be level and cleaned of grease, oil, dirt and rust.
- 4.14.5 Sub-Floors Resilient Floor Coverings:**
 - Carpet should not be glued down directly over existing sheet vinyl, homogeneous or laminated solid vinyl tile, and some rubber flooring products. These materials contain vinyl plasticizers, which can migrate into the carpet adhesive and loosen the bond. Consult individual manufactures for specific recommendations.
 - Direct glue-down over vinyl asbestos tile (VAT) and/or vinyl composition tile (VCT) is acceptable as long as it is tightly adhered to the substrate and all waxes, sealers, floor finishes and other foreign materials have been removed.
 - NOTE: The installation of a second layer of finish flooring material, including some carpets, can trap moisture, resulting in widespread failure, even over sub-floors that had never previously shown any signs of moisture. Appropriate moisture test should be performed before installing over any existing resilient tile.
- 4.14.6 CAUTION:**
 - Some sheet vinyls, resilient tile and cutback asphaltic may contain asbestos. Unless you are absolutely positive beyond any doubt that the floor is a non-asbestos product assume it contains asbestos and treat it in a manner prescribed for a floor containing asbestos. KCSMO must be consulted for asbestos checks. Recommended work practices prohibit sanding, dry scraping, bead blasting or mechanically pulverizing resilient flooring, backing or lining felt. Do not use power devices, which create asbestos dust in removing cutback adhesives. Various federal, state and local government agencies have regulations covering the removal of asbestos containing materials.
- 4.14.7 Terrazzo, Ceramic, Marble and Slate:**
 - All of these materials represent nonporous surfaces. If a nonporous backed carpet is glued down over these surfaces, strict attention must be given to the “open time” recommendations of adhesive manufacturer. Level out grid line with leveling compound. Glossy surface must be sanded for adhesive grid lines.
- 4.14.8 Carpet Over Carpet:**
 - Carpet should not be installed over existing carpet under any circumstances.
- 4.14.9 Radiant Heat:**
 - Heat must be lowered before the installation to prevent floor adhesive from setting too fast.

4.15 PREPARATION: It shall be the responsibility of the owner to present the floors in a condition to receive carpet. The substrate shall be thoroughly clean, free of any foreign matter, dry and dust-free. The installer shall notify the owner/carpet supplier if this is not the case. The start of the carpet installation shall be an indication of acceptance of the floor by the installation contractor.

- 4.15.1** Temperature in area to be carpeted shall be a minimum of 60° F and a maximum of 90° F for five (5) days prior to installation and continuously during installation.
- 4.15.2** Remove sub-floor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil or silicone.
- 4.15.3** Broom or vacuum clean sub-floors to be covered with carpet tile. Following cleaning, examine sub-floors for moisture, alkaline salts, carbonation or dust.
- 4.15.4 Concrete Sub-floor Preparation:** Apply concrete slab primer, according to manufacturer’s directions, where recommended by the carpet manufacturer.
- 4.15.5 Wood Sub-floor Preparation:** Apply wood floor sealer, according to manufacturer’s directions, where recommended by the carpet manufacturer.
- 4.15.6 Resilient Flooring Substrate Preparation:** Replace missing pieces of existing resilient flooring or patch to level. Cut out peaked seams and fill with latex underlayment as recommended by manufacturer. Repair depressions with material recommended by the carpet manufacturer.
- 4.15.7 Terrazzo, Ceramic, and Marble & Slate:** Patch grout lines and cracks to level with latex underlayment as recommended by the carpet manufacturer.
- 4.15.8** Every attempt must be made to insure that the carpet tile is the last item installed in the building. If other trades are needed to follow after the installation of the carpet the carpet will be covered by the contractor per the manufacturer’s and flooring contractor’s recommendations.

4.16 PRIMERS: The use of primers on floor surfaces is generally not necessary except for sanded, dusty, porous and acoustical surfaces. Priming cannot overcome moisture conditions and must not be used for that purpose. When used, primers must be thin and fast drying. They must be compatible with adhesives, which should be applied only after primer is dry.

- 4.17 PROTECTION:** Comply with CRI 104, Section 15 "Protection of Indoor Installation"
- 4.17.1** If required to protect the finished floor covering from dirt or paint, or if additional work is to be done after the installation, cover it with a non-staining building material paper. It is highly recommended that carpet installations should commence after all trades are completed in the building.
 - 4.17.2** Plastic sheeting should not be used as it may trap moisture, retarding adhesive cure and promoting mold and mildew growth.
 - 4.17.3** Protect the installation from rolling traffic by using sheets of hardboard or plywood in affected areas.
- 4.18 QUALITY ASSURANCE:** Installer Qualifications
- 4.18.1** Vendor shall engage an experienced Installer who is certified by the Floor Covering Installation Board (FCIB) or who can demonstrate compliance with FCIB Certification Program requirements.
 - 4.18.2** The carpet installation contractor shall be a firm established not less than five years and, if requested, shall submit evidence of installed commercial carpet with vinyl backings on commercial carpet projects of similar size and scope.
 - 4.18.3** Carpet installation Contractor (s) and Technicians must also be mill certified for installing products.
Submit proof of such with your bid.
 - 4.18.4** Carpet Installation Contractor will be responsible for the proper product installation, including floor preparation, in those areas indicated in the Drawings or Project Documents.
- 4.19 SPACE ENCLOSURE & ENVIRONMENTAL LIMITATIONS:** Do not install carpet tile until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.
- 4.19.1** Illuminate work areas during installation to provide the same or greater level of illumination, as required to properly perform this work, as will occur in the room or space after the building is in operation.
 - 4.19.2** Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer that ensure carpet tile is without damage or deterioration at the time of substantial completion.
- 4.20 WARRANTY:** Vendors shall submit, with their bid response, an installation guarantee signed by the carpet contractor agreeing to repair defective workmanship for a period of two (2) years.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH FIFTEEN (15)

**SECTION V VENDOR INFORMATION AND PRICING, INVITATION FOR BID NUMBER 3439, CARPET TILE
INSALLATION SERVICES**

5.1 Vendor Business Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____

Cell Phone number _____ E-mail address _____

5.5 Contact person _____

Contact Person's email address _____

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

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 _____
(Sign in blue ink)

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

5.8 Will you accept Electronic Commerce Card payments as per section 1.21? YES _____ NO _____

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 Affidavit as per 1.13? YES _____ NO _____

5.12 Did you include the Criminal History Records Check as per 2.7? YES _____ NO _____

5.13 Did you include the Insurance Checklist as per 3.16? YES _____ NO _____

5.14 Years in this business: _____
Number of local professional employees: _____

5.15 Total Number or Clients: _____

5.16 List of Major Equipment: (this is required, use a separate sheet of paper if necessary)

5.17 Did you submit proof that Contractor (s) and Technicians must be mill certified as per 4.18.3? YES _____ NO _____

5.18 Did you submit warranty information as per 4.20? YES _____ NO _____

5.19 **PRICING:** All costs stated below must be inclusive of all labor, material delivery, overhead, profit, insurance, workers' compensation, unemployment insurance, social security, routine supplies and materials.

- 5.19.1 Price to install (carpet tile and adhesive supplied by KCSMO) \$ _____ per square yard
- 5.19.2 Price to remove old carpet \$ _____ per square yard
- 5.19.3 Price to dispose of old carpet \$ _____ per square yard
- 5.19.4 Price to move furniture \$ _____ per hour
- 5.19.5 Price to install 4" cove base (including adhesive material) \$ _____ per linear foot
- 5.19.6 Price to install 6" cove base (including adhesive material) \$ _____ per linear foot
- 5.19.7 Price install stair nosing or stair tread (including adhesive material) \$ _____ per linear foot
- 5.19.8 Price to install transition strip \$ _____ per linear foot
- 5.19.9 Price to install skim coat adhesive (including material and labor) \$ _____ per square yard
- 5.19.10 Price to remove old adhesive \$ _____ per square yard
- 5.19.11 Price to provide 4" cove base material \$ _____ per linear foot
- 5.19.12 Price to provide 6" cove base material \$ _____ per linear foot
- 5.19.13 Price for removal of cove base \$ _____ per linear foot
- 5.19.14 Price to provide stair nosing material \$ _____ per linear foot
- 5.19.15 Price to provide transition strip material \$ _____ per linear foot
- 5.19.16 List a discount % off list price for all other similar items _____%

**Attachment A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3439**

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
		<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)				BODY INJURY (Per -Person)	
							BODY INJURY (Per-Accident)	
							PROPERTY DAMAGE (Per-Accident)	
YES	4.	COMMERCIAL GENERAL LIABILITY						LIMITS
			CLAIM MADE		<input checked="" type="checkbox"/>	OCCUR	EACH OCCURRENCE	\$ 1,000,000
							FIRE LEGAL LIABILITY	\$ 100,000
							MED EXP (Per person)	\$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER					PERSONAL & ADV INJURY	\$ 1,000,000
			POLICY	<input checked="" type="checkbox"/>	PROJECT	LOC	GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMPLETED OPERATIONS/AGGREGA TE	\$ 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 EXCULDED	
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-VII OR BETTER OR ITS EQUIVALENT.
- 21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

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
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: _____

Attachment C

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: _____