

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Guttering and Aluminum Walkway Covers** as specified herein. Bids must be received by **2:00 p.m. on October 24, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3459
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 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) hours prior to the bid opening time.
- Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in 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 a 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 **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 bid will be opened unless the outside of the sealed envelope containing the bid 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 bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor's work is less than \$25,000, the bid 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, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project."
- 1.12 **DESCRIPTIVE LITERATURE:** Vendors must identify the manufacturer and the specifications to which they are submitting.
- 1.13 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.14 **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.
- 1.15 **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.
- 1.16 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids. Email and Facsimile submission are strictly prohibited.

- 1.17 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “KnoxBuys”. The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, “KnoxBuys”, if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.18 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.19 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 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 **October 12, 2023 at 4:30 p.m.** local eastern 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 based 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 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 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 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) calendar 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.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT: The Knox County Schools Maintenance and Operations Department (KCSMO) intends for these specifications to result in an "all or none" selection of one or more providers to provide Guttering and Aluminum Walkway Covers on an as-needed basis. Award will be based on Best Value. Best value means more than low cost. It includes cost, service quality and other factors detailed herein. Other departments may use the resulting contract. Overall management and direction of the Guttering and Walkway Installation Services function will remain with KCSMO. The successful contractors shall provide Guttering and Walkway Installation Services on an "as needed" basis:

- 3.1.1** Vendors may be asked to work and price jobs in two (2) different ways. First, vendors, may be asked to work and charge by the hour. Invoices would simply reflect the number of hours multiplied by the bid rate. Materials would be listed and the markup applied. Secondly, vendors may be asked to price work by the job. Again, the quote would be based upon the labor rates quoted herein and the materials would have the appropriate markup. However, the vendors will have quoted a not to exceed price.
- 3.2** **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute an acceptance of products or services that are provided. Acceptance may require a specific written action by Knox County so stating.
- 3.3** **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for buildings and facilities.
- 3.3** **ADDITIONS/DELETIONS:** Knox County reserves the right to add/delete items or services to this bid. The successful vendor agrees that upon written designation by Knox County, it will perform such services under this Contract. Pricing for any additional services will be negotiated with the vendor. Approvals must be in writing; there will be no verbal authorizations. Knox County may delete from the Contract services in the pricing sheet without terminating the entire Contract.
- 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 vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County and Knox County Schools reserve the right to purchase these services from other sources if the need arises. Knox County and Knox County Schools reserve the right to revoke the award if these services are not satisfactory or a pattern of unavailability arises.
- 3.6** **BID ENVELOPE COVER:** The bid envelope cover sheet must be filled out completely and attached to the outside of your bid. **Failure to do so will result in the rejection of your bid.**
- 3.7** **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.8** **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 a fax or e-mail confirmation. Due to the volume of information that must be transmitted, the Contractor will have e-mail capabilities.
- 3.9** **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations 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.
- 3.10** **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.

3.11 CONTRACT EXECUTION: The award of this bid may result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (e.g. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

3.12 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.

3.13 EVALUATION CRITERIA:

Pricing	70 Points
Business Capabilities and Resources to perform work	30 Points

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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 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.*

- 3.22 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.
- 3.23 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.
- 3.24 PATENTS AND COPYRIGHTS:** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend Knox County and/or KCS against any claim, suit or proceeding brought against Knox County and/or KCS which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Knox County and/or KCS.
- 3.25 PRICING STRUCTURE:** Contractors are to quote a firm fixed price ceiling for the goods or services noted herein. Prices offered for the goods or services under Contract may not ever exceed this price ceiling. However, after award the Contractor may lower prices at anytime with or without notification to either Knox County and/or KCS. At renewal time, the Contractor(s) may request a price increase. Proof of price increase must be supplied to Knox County and KCS. KCS reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:
- Continue with existing prices;
 - Not accept the renewal offer;
 - Request a lower price increase.
- If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.26 RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.
- 3.27 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.
- 3.28 REMOVAL OF VENDORS' EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.29 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.
- 3.30 SAFETY:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the Vendor from damage, which might be done or caused by work 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. 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.

The vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The vendor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and the general public

- 3.31 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCSMO. Knox County and KCSMO may terminate the Contract if sub-contracting is done without approval.
- 3.32 SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority-owned and operated sub-contractors for this bid and during the duration of the award.
- 3.33 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **October 12, 2023 at 4:30 p.m.** local eastern time. Submit questions as noted in Section 1.1.
- 3.34 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:
- 3.34.1** Fair and equitable treatment of Contractor and owner
 - 3.34.2** 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.
 - 3.34.3** 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.
- 3.35 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SPECIFICATIONS

- 4.1 ADHERENCE TO CODES:** All work shall comply with the codes, guidelines, laws, standards, et cetera of all authorities having jurisdiction. Vendor is to obtain all needed permits and licenses. Knox County Schools shall pay for all permits and licenses that may be required to complete the projects. This does not include licenses that may be required of the vendor in order to conduct business in this state and local area.
- 4.2 CALL BACK SERVICE:** Upon written notice from KCSMO, the vendor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by the KCSMO. Call back service for previous repairs or maintenance will be on a twenty-four hour, seven days a week basis at no additional cost to the KCSMO and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies.
- 4.3 CONTRACT RENEGOTIATION:** During the period of this contract or any applicable option period, KCSMO reserves the right to renegotiate any aspect of the agreement, including terms, price and quality. Further, KCSMO encourages the vendor to submit value change proposals in order that the KCSMO may avail itself of technological advances or cost economies in the subject of the contract, as they may occur during the contract or contract option periods.
- 4.4 COST OF EQUIPMENT:** Vendor shall charge their quoted rate per hour for actual time used only. The time that equipment sits idle is not billable. If a staff member has dual responsibilities as an equipment operator and as a plumber, his or her time will be separated appropriately as to the actual duties performed. For instance if the plumber is the equipment operator for five (5) hours, then the invoice will reflect his or her time as equipment operator for five (5) hours. If the operator then performs plumbing services for five (5) hours, those hours will be reflected at the plumbing rate on the invoice. The Knox County Schools Maintenance & Operations Department **will not pay** both the operator's rate and the worker's rate for the same five (5) hours in this example.

4.5 COST OF MATERIALS:

- 4.5.1 Vendor shall itemize materials or parts on the invoice (only those charges that are for equipment for that specific job) and add their markup (the figure shown on your bid submittal). KCSMO reserves the right to require documentation of the cost vendors pay for materials or parts.
- 4.5.2 Vendor may be required to purchase materials from vendors holding term contracts for KCSMO at the KCSMO price.

4.6 EXCLUSIONS: The following items are excluded from this contract:

- 4.6.1 Individual jobs that KCSMO chooses to bid individually.
- 4.6.2 Those jobs that KCSMO decides to perform in-house.

4.7 GENERAL REQUIREMENTS: The Vendor shall furnish all equipment and material, and it shall be commercial quality from a regular product line. Prototype, obsolete and residential quality/grade equipment shall not be specified or installed in any building.

4.8 HOURS: Vendor must be available for emergencies and scheduled service during day and night time hours and on weekends and holidays.

4.9 LABOR CHARGES:

- 4.9.1 Bidders shall include all costs (overhead, profit, insurance, workmen's compensation, unemployment insurance, social security, et cetera.), in the hourly rate figures. The only exclusions from this section are the cost of supplies and parts that are directly attributable to a specific job and the approved equipment rental. For instance, if you are called upon to install water fountains at Acme High School, your invoice would show:

XXXX hours at XXXX rate. (The bid price)
Two (2) down spouts at \$XXX. XX each.
Ten (10) feet of guttering at \$XXXX.XX
Itemized cost of equipment rented and operators. (If applicable)

- 4.9.2 Regular-time will be the normal business hours of the KCSMO 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized.
- 4.9.3 A maximum of one (1) hour (thirty (30) minutes each way) per day will be allowed for travel time (workman's hourly rate) between your business address (shop) and the job-site. However, travel time closer to thirty (30) minutes (fifteen (15) minutes each way) shall be billed accordingly.
- 4.9.4 Overtime will be work done at times other than normal business hours. Holiday rates go in effect on the holidays observed by the Knox County School system. After award, the vendor will be furnished with the latest list of School holidays complete with the date of the month and day of the week the holidays will be in effect.
- 4.9.5 The Vendor may be required to have hours worked certified at the job-site by Knox County School personnel.
- 4.9.6 Additional charges will be not allowed for truck mileage.
- 4.9.7 Any time consumed for meals eaten during the time on the job will be deducted.

4.10 SAFETY: The successful vendor(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. It is the responsibility of the vendor to properly train all their employees as it pertains to OSHA guidelines.

- 4.10.1 All buildings, appurtenances and furnishings shall be protected by the vendor(s) from damage, which might be done or caused by work performed under this contract.
- 4.10.2 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.
- 4.10.3 Erect and maintain all barricades and traffic control devices. Use traffic control personnel if required for a particular project.

- 4.11 VENDOR REQUIREMENTS:** Vendor's technical staff must be thoroughly trained with a minimum of four (4) years experience in the field of commercial Guttering and Walkway Installation, and completely familiar with the specified requirements and methods needed for proper performance of this Contract.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH THIRTEEN (13) WITH THEIR BID

SECTION V VENDOR INFORMATION INVITATION FOR BID NUMBER 3459, GUTTERING AND ALUMINUM WALKWAY COVERS

5.1 Vendor Business Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____ Fax 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 1.14? YES _____ NO _____

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

5.13 Did you include the Envelope Cover Sheet as per section 3.6? YES _____ NO _____

5.14 Did you include the Insurance Checklist as per 3.17? YES _____ NO _____

5.15 Have you included copies of Licenses as per section 3.21? YES _____ NO _____

5.16 Years in this business: _____ Number of professional employees: _____
Vendors must detail the staff that will be associated with Knox County's account. Please list each employee's years of experience, relative certifications, equipment operated and any other information relative to services as requested. (attach as necessary) _____

5.17 Years in Guttering Business: _____

5.18 Major Equipment Owned (attach additional pages if necessary): _____

5.19 Pricing:

Regular Time Overtime

Labor price per hour \$ _____ \$ _____

Parts/Guttering and Walkway supplies, markup of _____% Contractor may be required to submit documentation as described in Section 4.5.1.

5.20 **COST FOR PERFORMANCE BOND:** KCSMO will reimburse the vendor for the actual cost of any required performance bonds. Vendor is to provide a price for the bond with the bid submission. However, vendor will not be required to obtain the bond until the first project is assigned to the vendor.

Please list the cost for bonds \$ _____ per thousand dollars of bond.

- 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: _____

**Attachment D
INVITATION FOR BID #3459**

COPIES OF LICENSES AND PERMITS

Place this sheet over copies of your licenses

BIDDER: _____

