

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Digital Medical X-ray Equipment and Software** as specified herein. Bids must be received by **2:00 p.m.** on **October 25, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3470
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Closing Date.

SECTION I BID PREPARATION AND SUBMISSION

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865-215-5754. Questions may be emailed to robert.mackey@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 online at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid closing, 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 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 and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 BID DELIVERY: Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

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

- 1.8 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.9 CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked as original and one (1) exact copy.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being considered non-responsive and disqualified.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Email and Facsimile submission are strictly prohibited. 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. The Pricing Sheet at the end of this document **MUST** be attached with your electronic submission.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and bids 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 subsection 1.1 of this document.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.16 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the 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 Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.18 POSSESSION OF WEAPONS:** All vendors, 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.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 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.
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being submitted on paper shall:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper.
- 1.22 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 proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on October 11, 2023**. These requirements also apply to specifications that are ambiguous.
- 1.23 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.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 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, national origin, or any individual trait, 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. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the closing 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 less than twenty-four (24) hours prior to the bid closing time.

- 1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Vendor 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 Vendor'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, directives, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for 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.
- 2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance, or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this IFB response, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that 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.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for bids, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or bid and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

- 2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of this solicitation is to receive Bids from qualified Vendors to provide Digital Medical X-ray Equipment and Software according to the specifications listed herein for the Knox County Sheriff's Office. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add products and/or services as the need arises or to delete products and/or services that have become obsolete in demand. If products or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in products or services.
- 3.4 **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- 3.5 **AWARD LENGTH:** The length of this Contract will be from the date of full contract execution until project completion and final payment, after which the contract will be terminated. Final payment will not be made until Knox County has provided final written acceptance. Work will not commence until a signed Purchase Order has been issued by Knox County Procurement. Knox County reserves the right to purchase these products and/or services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 **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.
- 3.7 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.
- 3.8 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Vendor(s). The Contract may require Knox County Commission approval. The successful Vendor(s) may be required to be present at the County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s).
- 3.9 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.
- 3.10 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:
- 3.10.1 Provide competent supervision;
 - 3.10.2 Provide competent personnel;
 - 3.10.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

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

Criteria	Points Available
Price	80
Delivery Time, from receipt of Purchase Order until final written acceptance by County	20
TOTAL	100

3.12 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 Vendor(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 closing. 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.

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

3.14 IDENTIFICATION: Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.15 INSURANCE: The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. 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 contract is in effect.

3.16 INTERPRETATION: No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. 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.

3.17 INVOICE DETAIL: Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work to include charges for claims, software related charges, credentialing, etc.;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

- 3.18 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the purchase order number or contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to invoices@knoxsheriff.org.
- 3.19 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.
- 3.20 MINIMUM QUALIFICATION EXPECTATIONS:**
- 3.20.1** Respondent must address all submittal requirements as defined in Section V.
- 3.20.2** Respondent shall have a minimum of three (3) years of experience providing and installing Digital Medical X-ray Equipment and Software, and the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
- 3.20.3** A Knox County business license is not required of any Respondent or proposed sub-contractor or sub-consultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at (865) 215-2392.
- 3.21 ORAL PRESENTATION/INTERVIEW:** Knox County may require bidders to give oral presentations/interviews in support of their bid or to exhibit or otherwise demonstrate the information contained therein. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all bidders or the highest rated bidders. In this case, the evaluations may be revised based on additional information received during presentations.
- 3.22 NEGOTIATION:** Knox County may select a successful bidder on the basis of initial offers received without discussions. Therefore, each bid shall contain the bidder's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated bidder.
- If Knox County and the selected bidder cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated bidder. Knox County retains the right to negotiate with multiple bidders simultaneously. This process will continue until an agreement has been reached or all bidders have been rejected. No bidder shall have any rights against Knox County arising from such negotiations.
- 3.23 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.24 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.25 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of bids or unless the County fails to accept within ninety (90) Business Days after the date fixed for the opening of the IFB.
- 3.26 PRIME CONTRACTOR:** In the event multiple vendors submit a joint bid in response to the IFB, a single contractor shall be identified as the prime contractor.

Prime contractor responsibilities shall include performance of contract administration and management. The prime contractor shall be Knox County's sole point of contact and all invoices will be paid to the prime contractor. The prime contractor will be directly responsible for the performance of all subcontractors. Knox County will exercise final approval for the use of any subcontractor.

- 3.27 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for bids shall be open to the public for viewing and inspection.
- 3.28 QUANTITIES:** Knox County does not guarantee any quantity of products or services will be utilized under this solicitation. Products and services will be utilized on an as needed basis.
- 3.29 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 Knox 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 acceptable or that another bid was deemed more advantageous to Knox County for the particular services proposed.
- 3.30 REMOVAL OF CONTRACTOR’S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.31 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **October 11, 2023 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.32 TENNESSEE REGISTRATION:** The successful bidder must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF SERVICES

The successful vendor will provide a Digital Medical X-ray Equipment and Software for the Knox County Sheriff’s Office (KCSO). Bidders may submit pricing based on the requirements detailed below.

- 4.1 PROJECT OVERVIEW:** The Knox County Sherrif’s Office hereafter referred to as the County, is seeking a Contractor to provide Digital Medical X-ray Equipment and Software according to the specifications listed below in **Section 4.2**.
- 4.2 TECHNICAL AND PERFORMANCE SPECIFICATIONS:**

Units Desired	Specifications
1 EACH	<p>AMRAD Integrated DFMT Elite 42kW High Frequency Digital X-ray System or Equivalent</p> <p>AMRAD 42kW Integrated High Frequency Anatomical Program Generator:</p> <ul style="list-style-type: none"> • Fully integrated generator with APR techniques in Rayence software Wall mounted control panel • Large LCD display of all technique factors with over 700 techniques 42 kW rating operating on either single-phase power. • mAs range: 0.1 – 600 mAs • Kvp range; 40-125 kvp in steps of 1 kvp • Eight mA stations: 50s, 100s, 200L, 300L, 350L, 400L, 450L and 500L
1 EACH	<p>AMRAD Heavy Duty High Low Four Way Float-Top Table:</p> <ul style="list-style-type: none"> • 650 lb. patient load-rated toe switches for tabletop movement Flat smooth top for easy patient positioning (30" x 84") • Super speed bucky with 103-line, 10:1 ratio grid with heavy duty cassette tray • Variable table height 22" to 34" • Longitudinal travel 55.4", transverse travel 9.75" • Table SID constant sensing with DFMT tube stand

<p style="text-align: center;">1 EACH</p>	<p>AMRAD Digital SID Platform Floor Mounted Tube Stand:</p> <ul style="list-style-type: none"> • Vertical column travels 10" minimum to 74.5" maximum • Transverse travel tube arm, 9" travel • Digital angulation dial with operator handgrips and automatic 40" and 72" locks • Electrical locks: longitudinal, vertical, angulation, transverse • Column rotation with 90-degree detents • 10' platform rail for longitudinal travel
<p style="text-align: center;">1 EACH</p>	<p>AMRAD X-Ray Tube and High Voltage Cables:</p> <ul style="list-style-type: none"> • Heavy-duty fractional focal spots 0.6mm and 1.2mm 200,000 H, U and 90-degree horns • 25' Maxi-flex high voltage cables rated at 150kVp and federal standard tips
<p style="text-align: center;">1 EACH</p>	<p>Ralco 221 Advanced LED Collimator System:</p> <ul style="list-style-type: none"> • Full LED collimator light with laser crosshair alignment Rotational collimator mount with 90-degree detents
<p style="text-align: center;">1 EACH</p>	<p>AMRAD Heavy Duty Bucky stand with 17x17 Grid Cabinet:</p> <ul style="list-style-type: none"> • Floor to wall mounted fully counter balanced column • Vertical travel: floor to 84" • Heavy duty cassette tray • 17 x 17 - 103-line grid and 10:1 ratio • Patient PA hand grips mounted on both sides of the bucky and one lateral bar
	<p>Rayence 17x17" Wireless Digital Flat Panel Detector & QC Station or Equivalent</p>
<p style="text-align: center;">1 EACH</p>	<p>17" x 17" Flat Panel DR Receptor Cesium Scintillator Plate:</p> <ul style="list-style-type: none"> • 3K x 3K, 9-megapixel array • 17" x 17" Wireless flat panel with standing weight limit of 300lbs • Dynamic range: 14-bit grayscale, over 16,000 shades • Image resolution: 3.9 LP/mm with pixel pitch of 140um • Time to image: 5 – 7 seconds • Two bay battery chargers with smart charge • Rayence light weight battery
<p style="text-align: center;">3 EACH</p>	<p>Rayence Medical Specific Image QC Station or Equivalent:</p> <ul style="list-style-type: none"> • Dell 1TB image QC station with dual HD's and running Windows 10-Pro • Dell 24" touch screen monitor • Dell wireless router with one port for wireless detector • Egotron wall mount system for QC station

Note: These are the minimum specifications for the Digital Medical X-ray Equipment and Software, or equal. This is not a comprehensive list of all specifications available. Bidders must submit accordingly.

4.3 **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed above for the system as specified above. Vendors are to include all costs associated with each detailed item on this sheet. Price must include installation and set-up. Contractor will provide all applications training as well as training for the above digital x-ray equipment. This is to ensure all systems are bid as specified.

Note: Failure to respond to Section 4.3 may be just cause for rejection of bid.

4.4 **INSTALLATION:** Contractor will be required to fully install the Digital Medical X-ray Equipment and Software. Installation will not be complete until the designated Knox County representative has verified and signed off on the installation and that all aspects are working properly.

4.5 **MANUALS:** The successful vendor shall furnish all owner's and operator's manuals for the system.

4.6 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County. Desire warranties should align with the following: AMRAD X-ray 5 years parts and 1 year labor. X-ray tube 5 years pro-rated warranty. Rayence DR panel comes with 5 years parts and 1 year labor. Rayence battery and charger comes with a 1-year parts warranty. Dell computers come with 3 years next day service. All parts warranties are F.O.B. Manufacture.

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

SECTION V VENDOR'S INFORMATION AND PRICING FOR INVITATION FOR BID #3470, DIGITAL MEDICAL X-RAY EQUIPMENT AND SOFTWARE

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor Address _____

5.4 City _____ State _____ Zip _____

5.5 Telephone Number _____ Fax Number _____

5.6 Contact Person _____

5.7 E-Mail Address _____

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

Authorizing Signature _____
(Please sign original in blue ink)

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto 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 _____
(Please sign original in blue ink)

5.9 Knox County Business License Number (If applicable). Please enclose a copy of license with bid.

5.10 Did you include the detailed submittal as per Section 4.3? _____ Yes _____ No

5.11 Did you include warranty information as per Section 4.4? _____ Yes _____ No

5.12 Did you include the Specifications Checklist (Section VI)? _____ Yes _____ No

5.13 Will you accept Knox County's VISA Card as a form of payment without additional fees? ___ Yes ___ No

5.14 Did you include the Insurance Checklist (Attachment A)? _____ Yes _____ No

5.15 Total cost to County for complete system installed: \$ _____

5.16 Delivery Time, from receipt of Purchase Order until final written acceptance by County: _____ Bus. Days

5.17 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.18 Do you accept the terms and conditions of the bid? ___ YES ___ NO ___ YES WITH

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

Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.

SECTION VI SPECIFICATIONS CHECKLIST BID 3470, DIGITAL MEDICAL X-RAY EQUIPMENT AND SOFTWARE

VENDOR _____

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the full body scanner being bid meets the minimum specifications by marking the “Yes” or “No” box. If the minimum specification is not met, bidder must explain in the “Comment” section of the checklist. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Specification	Yes	No	Comment
<p>AMRAD 42kW Integrated High Frequency Anatomical Program Generator:</p> <ul style="list-style-type: none"> • Fully integrated generator with APR techniques in Rayence software Wall mounted control panel • Large LCD display of all technique factors with over 700 techniques 42 kW rating operating on either single-phase power. • mAs range: 0.1 – 600 mAs • Kvp range; 40-125 kvp in steps of 1 kvp • Eight mA stations: 50s, 100s, 200L, 300L, 350L, 400L, 450L and 500L 			
<p>AMRAD Heavy Duty High Low Four Way Float-Top Table:</p> <ul style="list-style-type: none"> • 650 lb. patient load-rated toe switches for tabletop movement Flat smooth top for easy patient positioning (30" x 84") • Super speed bucky with 103-line, 10:1 ratio grid with heavy duty cassette tray • Variable table height 22" to 34" • Longitudinal travel 55.4", transverse travel 9.75" • Table SID constant sensing with DFMT tube stand 			
<p>AMRAD Digital SID Platform Floor Mounted Tube Stand:</p> <ul style="list-style-type: none"> • Vertical column travels 10" minimum to 74.5" maximum • Transverse travel tube arm, 9" travel • Digital angulation dial with operator handgrips and automatic 40" and 72" locks • Electrical locks: longitudinal, vertical, angulation, transverse • Column rotation with 90-degree detents • 10' platform rail for longitudinal travel 			
<p>AMRAD X-Ray Tube and High Voltage Cables:</p> <ul style="list-style-type: none"> • Heavy-duty fractional focal spots 0.6mm and 1.2mm 200,000 H, U and 90-degree horns • 25' Maxi-flex high voltage cables rated at 150kVp and federal standard tips 			

SECTION VI (CONT'D) SPECIFICATIONS CHECKLIST BID 3470, DIGITAL MEDICAL X-RAY EQUIPMENT AND SOFTWARE

VENDOR _____

Specification	Yes	No	Comment
<p>Ralco 221 Advanced LED Collimator System:</p> <ul style="list-style-type: none"> • Full LED collimator light with laser crosshair alignment • Rotational collimator mount with 90-degree detents 			
<p>AMRAD Heavy Duty Bucky stand with 17x17 Grid Cabinet:</p> <ul style="list-style-type: none"> • Floor to wall mounted fully counter-balanced column • Vertical travel: floor to 84" • Heavy duty cassette tray • 17 x 17 - 103-line grid and 10:1 ratio • Patient PA hand grips mounted on both sides of the bucky and one lateral bar 			
<p>17" x 17" Flat Panel DR Receptor Cesium Scintillator Plate:</p> <ul style="list-style-type: none"> • 3K x 3K, 9-megapixel array • 17" x 17" Wireless flat panel with standing weight limit of 300lbs • Dynamic range: 14-bit grayscale, over 16,000 shades • Image resolution: 3.9 LP/mm with pixel pitch of 140um • Time to image: 5 – 7 seconds • Two bay battery chargers with smart charge • Rayence light-weight battery 			
<p>Rayence Medical Specific Image QC Station or Equivalent:</p> <ul style="list-style-type: none"> • Dell 1TB image QC station with dual HD's and running Windows 10-Pro • Dell 24" touch screen monitor • Dell wireless router with one port for wireless detector • Egotron wall mount system for QC station 			

- 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. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.
- 22. Certificate of Insurance shall show the IFB number and title.
- 23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Bidder named below and have advised the Bidder of required coverage.

Agency Name: _____ Authorizing Signature: _____

Bidder's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Bidder's Name: _____ Authorizing Signature: _____