

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Grant Funded Miscellaneous Construction/Renovation Services** as specified herein. Bids must be received by **2:00 p.m. on October 24, 2023**. Late bids will be neither considered nor returned.

**Deliver Bids to:**

**Bid Number 3474  
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 and Bid Opening Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to [ben.sharbel@knoxcounty.org](mailto:ben.sharbel@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement).

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

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

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

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

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

**1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation.. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register, or submit their bid, electronically less than twenty-four (24) hour prior to the bid opening time.

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

**1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid.

It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of 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](mailto:diane.woods@knoxcounty.org)

- 1.9 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

- 1.10 CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

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

- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Submission by facsimile or email is strictly prohibited.

- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement), register as a vendor in our on-line Procurement system, "Knox Procurement On-Line," 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.

- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

- 1.17 **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.
- 1.18 **PAYMENT METHOD:** Knox County will utilize Purchase Orders to purchase services under the Contract(s). 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. These Purchase Orders will include the Vendor(s) quote for each project.
- 1.19 **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.
- 1.20 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.
- 1.22 **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
- 1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **October 13, 2023 at 4:30 p.m. local time.** These requirements also apply to specifications that are ambiguous.
- 1.24 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document.
- 1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 **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.
- 1.27 **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.
- 1.28 **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.
- 1.29 **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.

- 1.30 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement). Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division prior to submitting their bid.
- 1.31 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bids the Criminal History Affidavit of Compliance, Attachment D.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

- 2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISREAL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.20 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

- 2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23 **TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** Knox County Schools and Knox County intend for these specifications to result in the selection of an approved panel of Contractors to provide Grant Funded Miscellaneous Construction/Renovation Services for projects funded by federal and/or state grants. For purposes of this bid document "KCS" (Knox County Schools) shall be used to refer to any and all departments or agencies that may utilize this Contract. The award of this Contract will be based on a Best Value procurement. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.

**Contractors must price work by the job. The quote will be a firm, fixed price based upon the labor rates quoted herein and the materials will have the appropriate mark-up also quoted herein. Quotes must be provided in the same format as the contracted line item in Section 4.23. A quote with a total project cost only will not be accepted. KCS intends to request a quote from all awarded Contractor(s) for each grant funded project.**

- 3.2 **ACCEPTANCE:** Contractors are advised that neither the signing of delivery receipts nor the payment of an invoice necessarily constitutes acceptance of product installations. Acceptance requires a specific written action by Knox County or KCS so stating.
- 3.3 **ADDITIONS OR DELETIONS OF GOODS AND SERVICES:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 **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 two (2) additional years, one (1) year at a time, or until the grant funds expire. This may result in a total of three (3) years. The renewal option is at the discretion of Knox County and KCS. Should Knox County desire not to renew, no reason needs to be given.

Knox County reserves the right to purchase these items 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.

- 3.5 **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.**
- 3.6 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

- 3.7 BONDING COMPANIES:** Contractors are advised that the selected bidder(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. All bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. Notice: The ratings that the bonding company holds must be acceptable to Knox County. All required bonds must be issued through companies licensed to do business in the State of Tennessee.
- 3.8 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.
- 3.9 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 email confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning fax machine. Ideally, the Contractor will have email capabilities.
- 3.10 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.
- 3.11 CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.
- 3.12 CONTRACT EXECUTION:** The award of this bid may result in a Contract between the County and the successful bidder(s). Knox County will draft this contract and no vendor forms (e.g.: Terms and Conditions, Service Agreements, or other standard Company forms) will be accepted as Contract attachments.
- 3.13 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, electrical and gas utility 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." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**
- 3.14 COST FOR PERFORMANCE BONDS:** KCS 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 bond until the first project is assigned to the vendor.
- 3.15 DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.16 DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit (Attachment C) required by Public Acts, 2000, Chapter 918.
- 3.17 ENTRANCE TO KNOX COUNTY SCHOOLS SITE:** Only authorized employees of the successful Contractor(s) Allowed on the premises of the KCS building. Contractor(s) employees are not to be accompanied in the work area by any 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 a name badge identified with the company name at all times.

3.18 **EVALUATION CRITERIA:** The following criteria will be the basis for award:

Price	80 Points
Experience, Business Capabilities & Resources	20 Points

3.19 **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.

3.20 **GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Attachment A of this solicitation in the performance of the Contract.

3.21 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.22 **INVOICING:** All invoices shall be mailed in duplicate to the address included on the Purchase Order. All invoices must be uniquely numbered and show the purchase order number or contract number. Without this information, the invoice may be rejected for payment.

3.23 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign Attachment B and submit it with the bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverage and listing Knoxville/Knox County Schools as additional insured. It shall be the successful Contractor's responsibility to keep a current COI on file with Knox County Procurement at all times.

3.24 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated. **FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**

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

3.26 **MANUFACTURER CERTIFICATION AND TRAINING:** Bidders shall only quote repairs for those brands of equipment for which they are certified by the manufacturer and/or for which they have adequate training and experience to claim expertise in.

3.27 **MINIMUM STATE GENERAL CONTRACTORS LICENSE AMOUNT:** Vendors must have a minimum of \$25,000 licensing capability as described by the State of Tennessee.



- 3.28 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.
- 3.29 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.
- 3.30 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 in Section 1.1, concerning this Invitation for Bid **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.31 PERMITS:** The bidders are responsible for obtaining any and all required permits at no cost to Knox County or Knox County Schools.
- 3.32 PERFORMANCE AND PAYMENT BONDS:** The successful Contractor(s) may be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. Knox County and/or Knox County Schools reserve the right to require a Performance Bond and a Payment Bond on any project regardless of the value of the project. The bonds will be returned upon the successful and satisfactory completion of the project.
- 3.33 PRE-BID MEETING:** A non-mandatory pre-bid meeting will be held **October 3, 2023** beginning at **10:00 a.m. local time**. The meeting will be held at Knox County Procurement, 1000 North Central Street, Suite 100, Knoxville, Tennessee 37917. Subcontractors, if necessary, are encouraged to attend but not required.
- 3.34 PRICING:** Vendors are to quote a firm fixed price for the items noted herein. The price may not change during the term of the contract. However, the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:
- Continue with existing prices
  - Not accept the renewal offer
  - Request a lower price increase
- If a price increase is approved by Knox County and the KCS, the approval notification will be done in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.35 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.36 QUANTITIES:** Knox County does not guarantee any quantities of items or services to be purchased. Services will be requested on an as-needed basis.
- 3.37 QUOTES:** The Contractor(s) will be required upon request to prepare and submit (prior to commencing work) a written quote or estimate for each project. Estimates shall include but not be limited to the cost of labor, material, a detailed description of the scope of work, inspection services, and any required subcontracted services. Quotes shall remain firm for thirty (30) days from acceptance by Knox County. All estimates and quotes shall be provided at no cost or obligation. Estimates shall be based upon the resulting Contract prices.
- 3.38 REMOVAL OF CONTRACTOR'S EMPLOYEES:** The successful Contractor(s) agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County or Knox County Schools may require that the successful Contractor(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 or Knox County Schools.

**3.39 SAFETY AND PROTECTION:** The Contractor(s) shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements. All work is to be done as required by OSHA, EPA and AHERA.

The Contractor shall be responsible for providing in accordance with placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of the utmost importance to KCS and all costs associated are the responsibility of the contractor.

Knox County and KCS does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

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

**3.41 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

**3.42 SCHEDULING OF WORK:** Contractor(s) shall cooperate with KCS in performing work so that interference with normal programming will be held to a minimum.

**3.43 SIGN-IN:** Contractor(s) must sign the Contractor Check-In Log at each school site where work is to be performed. Failure to sign-in will negate Knox County Schools responsibility to pay the resulting invoice.

**3.44 SUBMIT QUESTIONS:** Bidders may submit questions concerning this solicitation no later than **October 13, 2023 at 4:30 p.m. local time**. Submit questions as stated in Section 1.1.

**3.45 SUB-CONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

**3.46 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.

**BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH TEN (10) WITH THEIR BID.**

**SECTION IV VENDOR INFORMATION FOR BID 3474, GRANT FUNDED MISCELLANEOUS CONSTRUCTION/ RENOVATION SERVICES**

4.1 Vendor Name \_\_\_\_\_

4.2 Vendor Address \_\_\_\_\_

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

4.3 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

4.5 Contact Person \_\_\_\_\_

4.6 Contact Person's Email \_\_\_\_\_

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto 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 \_\_\_\_\_

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

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

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

4.10 Do you accept the Terms and Conditions of the bid? Yes \_\_\_\_\_ No \_\_\_\_\_  
with exceptions \_\_\_\_\_

4.11 Did you include the Criminal History Records Check as per Section 2.7? YES NO

4.12 Did you attach your completed Bid Envelope Cover as detailed in Section 3.5? YES NO

4.13 Did you complete and include the Drug-Free Affidavit as detailed in Section 3.16? YES NO

4.14 Did you include the Insurance Checklist as per Section 3.23? YES NO

4.15 Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.24? YES NO

4.16 Do you understand the federal requirements of this bid and agree to comply with all federal requirements, including Davis-Bacon, per Section 3.20 and Attachment A? YES NO

4.17 Total Number of Employees: \_\_\_\_\_

4.18 Number of Non-Clerical Employees: \_\_\_\_\_

4.19 Years in Business: \_\_\_\_\_

4.20 Gross Annual Sales in Tennessee: \_\_\_\_\_

4.21 Major Equipment Owned (Attach Additional Pages If Necessary): \_\_\_\_\_

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4.22 Number of Service Trucks: \_\_\_\_\_

4.23 Services to be quoted:

	DESCRIPTION	Price/Percentage
4.23.1	Material (Cost plus % - Quote/Invoice Required)	%
4.23.2	Rental Equipment (Cost plus %)	%
4.23.3	Site Foreman/Supervisor (Cost per hour)	\$
4.23.4	General Laborer (Cost per hour) Total number of general laborers available: _____	\$
4.23.5	Subcontractors (Cost plus %) (Sub-contractors quote must accompany your quote.)	%
4.23.6	Bond (Cost per thousand)	\$
4.23.7	Mason (Cost per hour)	\$
4.23.8	Glazier (Cost per hour)	\$
4.23.9	Painter (Cost per hour)	\$
4.23.10	Electrician (Cost per hour)	\$
4.23.11	Plumber (Cost per hour)	\$
4.23.12	HVAC Technician (Cost per hour)	\$
4.23.13	All Other Craftsmen Not Listed (Cost per hour)	\$

**ATTACHMENT A  
GENERAL FEDERAL FUNDING REQUIREMENTS  
KNOX COUNTY PROCUREMENT DIVISION  
BID NUMBER 3474**

**Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Clean Air Act and Federal Water Pollution Control Act**

Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

**Debarment and Suspension**

A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

**Lobbying**

The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

**Procurement of recovered materials.**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Preferences for Products Produced or Manufactured in the U.S.**

(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## Davis-Bacon and Related Acts

Work under this Contract will be subject to the Davis-Bacon and related Acts (DBRA) requirements. Contractors and subcontractors performing on this contract shall pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) shown below. Contractors and subcontractors must pay laborers and mechanics weekly and submit weekly certified payroll records to CMCSS.

Employers performing work on this project must post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

Under the DBRA, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of CMCSS. This must be submitted within seven days after the regular pay date for the pay period.

Contractors or subcontractors found to have disregarded their obligations to employees under the Davis-Bacon Act, or found to be "in aggravated or willful violation" of any of the related Acts, may be subject to federal debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and for liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA). Breach of the required contract clauses under the DBRA and CWHSSA may also be grounds for termination of the contract.

Contractors and subcontractors may challenge the Wage and Hour Division's determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judges to the Department's Administrative Review Board (ARB). ARB determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of the required certified payroll records or any kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

The Copeland "Anti-Kickback" Act prohibits contractors from inducing any person employed in DBRA-covered construction to give up any part of the compensation to which he or she is entitled, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA-covered work. Implementing regulations govern allowable payroll deductions.

The Department of Labor provides employers, workers, and others with clear and easy-to-access information and assistance on how to comply with the DBRA, such as the DOL Prevailing Wage Resource Book and the [DBRA Forms page](#). Other compliance assistance related to the DBRA is available on the [Davis-Bacon and Related Acts \(DBRA\) Web Page](#).

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3474**

**The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 23.**

REQUIRED:	NUMBER	TYPE OF COVERAGE						COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION						STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY						\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X						COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000
								BODY INJURY (Per -Person)	
								BODY INJURY (Per-Accident)	
								PROPERTY DAMAGE (Per-Accident)	
YES	4.	COMMERCIAL GENERAL LIABILITY						LIMITS	
		CLAIM MADE			X	OCCUR		EACH OCCURRENCE	\$ 1,000,000
								FIRE LEGAL LIABILITY	\$ 100,000
								MED EXP (Per person)	\$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER						PERSONAL & ADV INJURY	\$ 1,000,000
		POLICY	X	PROJECT		LOC	GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 2,000,000	
YES	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE						NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE						\$ 1,000,000	
		PROFESSIONAL LIABILITY							
NO	10.	ARCHITECTS & ENGINEERS						\$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY						\$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE						\$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY						\$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O						\$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT						\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE							
NO	14.	GARAGE LIABILITY						\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY						\$500,000 COMPREHENSIVE \$500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE						\$	
NO	17.	DISHONESTY BOND						\$	
NO	18.	BUILDERS RISK						PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H						FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED \_\_\_\_\_.



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

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

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

CONTRACTORS NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**ATTACHMENT C**  
**BID NUMBER 3474**  
**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 D**  
**KNOX COUNTY PROCUREMENT DIVISION**  
**AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK**  
**BID NUMBER 3474**

**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: \_\_\_\_\_

# BID ENVELOPE COVER

NAME OF PROJECT: Grant Funded Miscellaneous Construction/Renovation Services

BID NUMBER: 3474

SEALED BIDS WILL BE RECEIVED BY:

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

UNTIL: 2:00 p.m. EST  
TIME

October 24, 2023  
DATE

**COMPLETE ALL BLANKS!**

BIDDER \_\_\_\_\_

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

CITY/STATE/ZIPCODE \_\_\_\_\_

TENNESSEE CONTRACTOR'S LICENSE NUMBER \_\_\_\_\_

LICENSE CLASSIFICATION(S) \_\_\_\_\_  
(If applicable to this project) Dollar Limit

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

**BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!**

**PLACE THIS COVER SHEET ON THE OUTSIDE OF SEALED BID.**