

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Mowing and General Grounds Maintenance** as specified herein. Bids must be received by **2:00 p.m.** local time on **March 6, 2024**. Late bids will be neither considered nor returned.

**Deliver Bids to:**

**Bid Number 3528  
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 the 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 & 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) working 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, which 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 item-by-item. 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 and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

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

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.8 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) 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 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission is strictly prohibited. Paper bids may be submitted by hand or commercial carrier.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 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.
- 1.16 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

- 1.17 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.
- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** 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 bidders' ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on February 22, 2024**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF BIDS:** In order to be considered all bids **must** be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 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.

- 1.25 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.
- 1.26 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.
- 1.27 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. 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 opening time.

- 1.28 **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 not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for 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 anytime. 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:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Mowing and General Grounds Maintenance for multiple Knox County facilities at an economical price. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITION OR DELETION OF PROPERTIES:** Knox County may, but shall not be required to, request the Contractor to add other facilities owned or managed by Knox County. The successful Contractor(s) agrees that upon written designation by Knox County, it will perform such services under this Contract. Knox County may delete from the Contract one (1) or more properties in a zone specified in the pricing sheet without terminating the entire Contract.
- 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 four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. 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 BACKGROUND CHECKS:** A Knox County Sheriff's Office (hereafter KCSO) background check may be required for any or all employees of the successful Vendors staff providing services to Knox County. Any cost will be borne by the successful Contractor(s). Additionally, the successful Contractor(s) may be required to submit the KCSO records check to Knox County. Knox County may perform additional background investigations and will determine whether the proposed employee meets suitability standards for unescorted access to Knox County property. Contractor should allow up to five (5) business days for an employee to be approved/denied unescorted access within any Knox County property. Knox County will notify the successful Contractor(s) upon final determination.
- 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 reserves the right to make such changes after consultation with the vendor. 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 services.

**3.7 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 or both contacts leave the Knox County account, the successful Contractor 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.

**3.8 CONTRACT EXECUTION:** The award of this bid may result in a contract between Knox County and the successful vendor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract and the contract must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

**3.9 CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

**3.10 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

**3.11 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 **must** provide the affidavit provided herein (Attachment B) as required by Public Acts, 2000, Chapter 918.

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

<b>Price</b>	<b>80 points</b>
<b>Capacity to Perform Work*</b>	<b>20 points</b>

\*Capacity to perform work includes staff size, equipment owned and operated by the Contractor, etc. Knox County may use your stated capabilities to ascertain if you can be reasonably expected to service all of the sites you might be offered if your bid is the highest scoring response. Knox County reserves the right to conduct equipment inspections. The Contractor **must complete Attachment C, Vendor Capabilities**, provided herein.

**3.13 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results.

Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

**3.14 EQUIPMENT:** Equipment shall be in proper working order in accordance with all laws and regulations.

- The procurement and maintenance of all equipment required for the successful execution of the contract specifications shall be the responsibility of the Contractor(s).
- A list of all projected equipment to be used by the vendor(s) **must** be submitted with the bid. Include as part of Attachment C, Vendor Capabilities. Knox County reserves the right to conduct equipment inspections.
- The vendor(s) **must** furnish all needed safety equipment, personal protective equipment (PPE), and other protective devices as needed to ensure the safety of all the vendors' employees.



- 3.15 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 3.16 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.17 INVOICING PROCEDURES:** All invoices shall be sent to Russ Lonas, Knox County Property Manager, at [russ.lonas@knoxcounty.org](mailto:russ.lonas@knoxcounty.org). All invoices must be itemized for each location per service. Please note: falsification of an invoice may be just cause for the immediate termination of the Contract and possible debarment for twenty-four (24) months. Knox County requests that invoices be easy to read and understand. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.
- 3.18 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.
- 3.19 NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.20 OPEN 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 Bid shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your bid will be an acknowledgement to this provision.
- 3.21 PRICING:** The bidder(s) warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the contract period. If the contractor's price is increased after the first year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:
- Continue with the existing prices
  - Request a lower price increase
  - Not accept the renewal offer

If a price increase is approved by Knox County, the approval notification will be sent 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.

- 3.22 REMOVAL OF CONTRACTOR'S EMPLOYEES:** The 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, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.



**3.23 SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building 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.

**3.24 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County.

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. 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.

**3.25 SECURITY:** Contractor(s) shall be responsible for training employees in the security requirements of Knox County and enforcing these requirements. The Contractor(s) will inform each employee of the following:

- Guns, knives or other weapons shall not be allowed on premises.
- Alcohol and drugs are prohibited on premises.
- Keys, unless otherwise approved by Knox County representative shall not be removed from Knox County buildings. Violations of the key policy may result in the removal of the violating employee or termination of the Contract.
- In the event of lost keys, the Contractor may be responsible for the replacement and or re-keying of the facility upon the discretion of Knox County.
- Employee ID badges/access badges are not transferable between personnel. Access to areas are granted by Knox County. Violators may be subject to removal from Knox County facilities and/or Knox County reserves the right to terminate the Contract with the Contractor.
- Knox County badges and keys will remain the property of Knox County. In the event of termination, all badges and keys must be returned to Knox County via the Knox County Site Administrator. If they are not returned, Knox County reserves the right to charge a "non-returned" fee to the vendor(s).
- The replacement cost of ID badges is ten dollars (\$10) each. Enforcement is at the sole discretion of Knox County.
- It is understood that the Contractors will make every effort to find and return any/all keys and or badges in the event they are lost or misplaced.
- Upon awarding a facility to a Contractor, Knox County, if applicable, will issue an alarm code to the Contractor to be solely used by them.

Security and safety is an essential responsibility shared by Knox County and its Contractor(s). Throughout the course of this Contract, Knox County may make additional changes/upgrades to security procedures, which the Contractor(s) will be expected to follow. Cooperation and communication between Knox County and the Contractor(s) will be crucial to providing safe working environments.

**3.26 SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if sub-contracting is done without written approval from Knox County.

**3.27 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **February 22, 2024 at 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

- 3.28 UNIFORMS:** All personnel shall be dressed in a manner authorized by Knox County and the Contractor. Personnel shall be clean and neat in appearance. Uniforms, which clearly identify the employees as members of the Contractor's work force shall be worn.
- 3.29 UNSATISFACTORY PERFORMANCE:** Contractor will have twenty-four (24) hours from notification to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

#### **SECTION IV SCOPE OF WORK**

- 4.1 SCOPE OF WORK:** Knox County is seeking Contractor(s) to provide Mowing and General Grounds Maintenance including but not limited to mowing/string trimming, leaf removal, lot cleaning, ice/snow removal, spraying, bush hog work, minor tree/shrub trimming and removal, weeding, and other related services for Knox County.

It is the responsibility of the prospective bidders to fully acquaint and familiarize themselves with the conditions as they exist and the operations to be carried out at each site. The potential bidders shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending to the execution of the work. Potential bidders shall also thoroughly examine and be familiar with the specifications.

The failure or omission of the bidders to receive or examine or document, or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the bidder of any obligation to perform as specified herein. The vendor understands the intent and purpose thereof and their obligations thereunder and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information. Questions regarding any site must be submitted as directed in Section 1.1 and per Section 3.29.

- 4.2 BUSH HOG WORK:** Contractor will not bush hog unless directed by Knox County. Instead all areas will either be mowed or string trimmed. However, Knox County reserves the right to request bush hog services from the vendor should the need arise.
- 4.3 CHEMICALS:** Contractor shall not use chemicals on Knox County property without the expressed and written consent of Knox County. For a request to be considered:
- Submit it in writing to Russ Lonas, 1005 Stewart St, Knoxville, Tennessee 37917.
  - Include a copy of your license from the State of Tennessee to spray chemicals.
  - Include a copy of your insurance coverage to spray chemicals.
  - Include a copy of your bond for spraying chemicals.
  - Include a copy of the MSDS for the proposed chemical.
- 4.4 COMPLIANCE WITH INSTRUCTION FROM SITE BASED ADMINISTRATORS:** Should a Site-based Administrator request a cessation of work, work shall immediately stop. Contractor is to immediately call Russ Lonas, Knox County Property Manager, at 865-215-5755 for further instruction. Should a Site-based Administrator request a change of scope, function, and design, etc. of the project, such request is to be reported to the Knox County Property Manager prior to any changes being affected.
- 4.5 DAMAGE:** Knox County strives to provide suitable mowing conditions for the Contractor. However, Knox County cannot guarantee that foreign objects will not be present at some point. Contractor is to exercise due caution and diligence before mowing. If damage to property is reported, Knox County and the Contractor will investigate. Should the finding be that it was clearly the result of Contractor's action, equipment or lack of diligence, the Contractor will be liable. However, if the finding is that the accident was caused by existing conditions that could not reasonably be alleviated by the Contractor, Knox County will be responsible for the damage. Knox County will not expect the Contractor to respond to damage reports after an excessive amount of time has passed. Rest assured that in all cases Knox County is viewing the Contract as a partnership and will work with the Contractor to achieve an equitable and fair resolution of the situation.

**4.6 DISPLACEMENT OF CUTTINGS:** Contractor shall blow off all entrances, sidewalks, all driveways, HVAC units and other normal walking areas around facilities. Excess amount of grass accumulated during blowing of sidewalks, driveways, main entrances, facilities shall be removed from site. Knox County trash containers will not be used by the Contractor.

**4.7 DROPPING OF SITES:** Knox County will immediately cancel a Contract with a Contractor for failure to show for a scheduled mowing unless arrangements have been made to re-schedule.

Should a Contractor drop a zone or have a zone taken away, Knox County reserves the right to:

- Offer the Contract for the zone to the other Contractors awarded and at the same price as that of the dropping vendor or
- To offer it to the other awarded Contractors at their original bid price or
- To offer it to the other awarded Contractors at the original vendor's price plus ten (10) percent or
- To solicit new quotes from all the awarded Contractors or
- To re-bid the affected zone or
- To mow the site themselves

Knox County requires Contractors desiring to drop one (1) site to drop all of their sites in that zone. Should a Contractor desire to drop a zone, Knox County expects that the vendor will provide at least seven (7) business days' notice and will have completed the mowing for the most recent cut cycle.

**4.8 EQUIPMENT:** Contractor is responsible for providing, maintaining and transporting all necessary equipment and fuel for its use in connection with the program of mowing described herein. All equipment will be maintained in a safe operating condition.

**4.9 FUEL PRICE INCREASE OR DECREASE:** For any escalation in fuel costs, Contractor may request a price increase of no more than 5% and only on the amount of the fuel used (it will be the Contractor's responsibility to provide proof of actual fuel used.) The Contract price shall be adjusted to increase or decrease by 5% for every 20-cent (\$.20) increase or decrease in the price of fuel above or below the threshold price, (if the price holds for a period for a minimum of ninety (90) days which shall be the average Oil Price Information Service (OPIS) price for unleaded fuel, 87 Octane, on the first day of the mowing season.

If the price of fuel drops below 20-cents (\$.20) from the OPIS price for more than a period of ninety (90) days Knox County reserves the right to request a price reduction.

**4.10 ICE/SNOW REMOVAL:** Ice/snow removal will be dependent on the site and at the direction of the County. Typical ice/snow removal included in the bid price herein will require the removal of ice/snow from all walkways including sidewalks and crosswalks and handicapped parking spaces. Ice/snow removal will also include the spreading of ice melt (Knox County provides the ice melt) over the same walkways and handicapped parking spaces. Services will only be requested on an as needed basis in situations where the existing County resources are not sufficient due to higher prioritization.

Parking lots and other major clearing required at the Knox County facilities listed herein will typically be self-performed by Knox County Engineering and Public Works. In the event of a major winter storm that requires significant ice/snow removal, Knox County may require additional ice/snow removal if Knox County Engineering and Public Works is unavailable due to higher prioritization. In these extreme cases, Knox County will request additional services through the successful contractor(s) and negotiate pricing at that time.

**4.11 LEAF REMOVAL:** Knox County will require the Contractor to remove leaves on an as needed basis.

**4.12 LITTER AND DEBRIS:** Contractor shall understand that it is their responsibility to remove litter and debris prior to mowing. The Contractor shall dispose of litter in a manner acceptable to all County and State codes and ordinances. Excessive piles of grass clippings must be removed from all sites covered by the Contracts resulting from this solicitation. Knox County trash containers cannot be used by the Contractor. Any and all debris collected at any Knox County location will be picked up and hauled from the site by the Contractor(s) and disposed of appropriately.

**4.13 LOT CLEANING:** Lot cleaning is a separate service from the displacement of cuttings as described in Section 4.6. Contractors may be asked to clean the lots at the Knox County Libraries, Knox County Senior Centers, Knox County Health Department, Knox Central, or other facilities as needed. Contractor will blow all debris to a central location and pickup and haul the debris to be disposed of appropriately. Trash receptacles at these locations will not be used to dispose of the debris.

**4.14 MOWING CYCLE:** Knox County intends, as the standard, to mow each zone every five (5) business days. Medians are to be mowed and trimmed two (2) times per month during mowing season unless directed otherwise by Knox County Engineering & Public Works. Drastic conditions such as excessive rain or drought may lengthen or lessen the cut cycles. Rest assured that in all cases, Knox County is viewing the Contract as a partnership, will work with the Contractor to achieve an equitable and fair resolution of these situations.

If a Contractor, for whatever reason, cannot complete a mowing cycle (or other assignment) during the specified time frame, they may request permission to sub-contract the assignment to another Contractor, or Knox County may ask the next lowest bidder to complete that cut cycle or mow the site itself. Contractor must cut grass on the same day of the cycle for each cut number (For example: If South Knoxville Library is cut 1<sup>st</sup> day of the cycle, it must be cut on the 1<sup>st</sup> day of the next cycle.) Knox County, upon satisfactory completion of mowing for each site will be paid per cut and/or other services within the Contract. Knox County will require an itemized invoice and an e-mail to the Property Manager when the mowing cycle is completed.

**4.15 MOWING DIRECTION:** Contractor shall change their mowing direction at least on every third mow.

**4.16 MOWING HEIGHT:** Contractor shall mow to a height **no greater than three inches (3") and no less than two inches (2").**

**4.17 MOWING WITH AREAS THAT HAVE LOCKED GATES:** Contractor will need to schedule this with the on-site personnel. Please do not ask for a key. Contractor may however request permission to have their own lock piggyback with Knox County locks.

If at any time the Contractor's lock prevents Knox County from the entrance, the lock will be cut. Knox County will not incur any expense for replacing the Contractor's lock.

**4.18 OTHER SERVICES:** Bidders must bid a per hour charge for all other services not requested in this solicitation. In the event additional services are needed, the Property Manager will contact the Contractor(s) and request a quote. The Contractor(s) must review the requested site and provide a quote based on the additional hourly pricing provided in the bid. While the Contractor(s) must base this quote on the hourly pricing, the Contractor(s) will have the flexibility to determine the size of the crew, equipment, and necessary hours to complete the job in order to provide the quote to Knox County. The Contractor and Knox County will work together to determine the time needed to complete a requested service.

**4.19 SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with the normal program will be held to a minimum. However, in the event of emergency service, scheduling of work in order to reduce interruptions is less necessary, although still desired. All mowing services duties will be done in a manner that minimizes disruptions to normal building operations, meetings, or scheduled special events. The Contractor will advise the Site Administrator prior to any detailed activities.

The West Knox Clinic (1028 Old Cedar Bluff Road), Knox County Health Department (140 Dameron Avenue), and Engineering and Public Works (205 W. Baxter Avenue) must be serviced after normal business hours – after 4:30 p.m. Monday through Friday or on weekends.

**4.20 SIDEWALKS AND ROADS:** Contractor shall arrange to keep sidewalks and roads open for traffic whenever possible. Warning signs and barricades shall be furnished and erected by the vendor whenever warranted.

**4.21 SPRAYING:** Contractor may be required to spray herbicides to prevent vegetative growth in parking lots, curbs, sidewalks, etc. five (5) times per year at the direction of the County. Spraying may include, but not be limited to, parking lots, sidewalks, curbs, fence rows, etc. Per Section 4.3, Contractor must obtain written approval from Knox County before spraying chemicals on County property.

**4.22 STRING TRIMMING:** Contractor shall string trim (e.g. weed eat) the areas listed below to the specified mowing height: around shrubs, around structures, around trees, curbs, fencing and walks.

**SECTION V VENDOR INFORMATION FOR BID #3528, MOWING AND GENERAL GROUNDS MAINTENANCE**

5.1 Vendor Name \_\_\_\_\_

5.2 Knox County Vendor Number \_\_\_\_\_

5.3 Vendor Address \_\_\_\_\_

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

5.4 Contact Person \_\_\_\_\_

5.5 Telephone Number \_\_\_\_\_

5.6 E-Mail Address \_\_\_\_\_

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

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature \_\_\_\_\_  
(Sign in BLUE ink)

5.8 Knox County Business License Number \_\_\_\_\_  
(If Applicable) Attach a Copy of the License

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

ADDENDA 1 \_\_\_\_\_ ADDENDA 2 \_\_\_\_\_ ADDENDA 3 \_\_\_\_\_ ADDENDA 4 \_\_\_\_\_

5.10 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:

\_\_\_\_\_  
\_\_\_\_\_

5.11 Will you accept credit cards (VISA) as a form of payment per Section 1.16? YES NO

5.12 Did you complete and include the Drug-free Workplace Affidavit per Section 3.11? YES NO

5.13 Did you include Attachment C, Vendor Capabilities, per Section 3.12? YES NO

5.14 Did you complete and include the Insurance Checklist as detailed in Section 3.16? YES NO

5.15 Did you complete and include the pricing in Section VI? YES NO

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

**SECTION VI PRICING FOR BID 3528, MOWING AND GENERAL GROUNDS MAINTENANCE**

Bidder \_\_\_\_\_

	<b>PRICE PER EACH OCCURENCE</b>	<b>MOWING</b>	<b>LEAF REMOVAL</b>	<b>ICE/SNOW REMOVAL</b>	<b>SPRAYING</b>
	<b>NORTH ZONE</b>				
<b>6.1.1</b>	Dante Offices, 405 Dante School Road				
<b>6.1.2</b>	Powell Library, 330 W. Emory Road				
<b>6.1.3</b>	Halls Library, 4518 E. Emory Road				
<b>6.1.4</b>	Halls Senior Center, 4405 Crippen Road				
<b>6.1.5</b>	North Knox Library, 2901 Ocoee Trail				
<b>6.1.6</b>	Fountain City Library, 5300 Stanton Road				
<b>6.1.7</b>	Norwood Library, 1110 Merchants Road				
	<b>Total Price For North Zone</b>				

	<b>EAST ZONE</b>	<b>MOWING</b>	<b>LEAF REMOVAL</b>	<b>ICE/SNOW REMOVAL</b>	<b>SPRAYING</b>
<b>6.1.8</b>	Burlington Library, 4614 Asheville Highway				
<b>6.1.9</b>	Carter Senior Center, 9038 Asheville Highway				
<b>6.1.10</b>	Carter Library, 9036 Asheville Highway				
	<b>Total Price For East Zone</b>				

	<b>WEST ZONE</b>	<b>MOWING</b>	<b>LEAF REMOVAL</b>	<b>ICE/SNOW REMOVAL</b>	<b>SPRAYING</b>
<b>6.1.11</b>	Cedar Bluff Library, 9045 Cross Park Drive				
<b>6.1.12</b>	West Knox Clinic, 1028 Old Cedar Bluff Road				
<b>6.1.13</b>	Election Commission Office, 109 Lovell Heights Road				
<b>6.1.14</b>	Karns Library, 7516 Oak Ridge Highway				
	<b>Total Price For West Zone</b>				

**SECTION VI PRICING FOR BID 3528, MOWING AND GENERAL GROUNDS MAINTENANCE**

Bidder \_\_\_\_\_

	<b>SOUTH ZONE</b>	<b>MOWING</b>	<b>LEAF REMOVAL</b>	<b>ICE/SNOW REMOVAL</b>	<b>SPRAYING</b>
<b>6.1.15</b>	Bearden Library, 100 Golf Club Road				
<b>6.1.16</b>	South Knox Library, 4500 Chapman Highway				
<b>6.1.17</b>	South Knox Senior Center, 6729 Martel Lane				
<b>6.1.18</b>	Sequoyah Library, 1140 Southgate Road				
	<b>Total Price For South Zone</b>				

	<b>CENTRAL ZONE</b>	<b>MOWING</b>	<b>LEAF REMOVAL</b>	<b>ICE/SNOW REMOVAL</b>	<b>SPRAYING</b>
<b>6.1.19</b>	Knox Central, 1000 N. Central Street				
<b>6.1.20</b>	Knox County Property Management, 1005 Stewart Street				
<b>6.1.21</b>	Knox County Health Department, 140 Dameron Avenue				
<b>6.1.22</b>	Air Quality Building, 1403 Davanna Street				
<b>6.1.23</b>	Engineering & Public Works, 205 W. Baxter Avenue				
<b>6.1.24</b>	Air Quality Monitoring Station and Football Field @ Rule High School, 1613 Vermont Avenue				
<b>6.1.25</b>	Old Rule High School Site, 1901 Vermont Avenue				
<b>6.1.26</b>	Air Quality Monitoring Station, 1904 Tennessee Avenue				
<b>6.1.27</b>	<b>Total Price For Central Zone</b>				

<b>6.1.28</b>	<b>Total Price Per Year For All Zones*</b>				
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**\*If awarded more than one zone, please submit any price savings that Knox County will realize through multiple awards.**



**SECTION VI PRICING FOR BID 3528, MOWING AND GENERAL GROUNDS MAINTENANCE**

Bidder \_\_\_\_\_

	<b>MEDIANS</b>	<b>MOWING</b>
<b>6.1.29</b>	Hardin Valley Road, Medians from Ball Camp Pike to Cherahala Blvd.	
<b>6.1.30</b>	Schaad Road, Medians from Oak Ridge Hwy to Terminus	
<b>6.1.31</b>	Dry Gap Pike, Medians from E. Emory Rd. to Autumn Path Ln.	
<b>6.1.32</b>	Norris Freeway, Medians from Maynardville Pk. To Jessilee Dr.	
<b>6.1.33</b>	Maynardville Highway, Medians from Foley Rd. to Ledgerwood	
<b>6.1.34</b>	Maynardville Highway, Medians at triangle through Emory Rd.	
<b>6.1.35</b>	Pellissippi Parkway, Medians from Anderson County line to Oak Ridge Hwy. interchange	
<b>6.1.36</b>	<b>Total Price Per Year For All Medians</b>	

	<b>Hourly Rates for Additional Sites/Services</b>	<b>MOWING</b>	<b>LEAF REMOVAL</b>	<b>ICE/SNOW REMOVAL</b>	<b>SPRAYING</b>	<b>LOT CLEANING</b>	<b>ALL OTHER SERVICES</b>
<b>6.1.37</b>	Cost per Hour, One-Man Crew plus Equipment						
<b>6.1.38</b>	Cost per Hour, Two-Man Crew plus Equipment						
<b>6.1.39</b>	Cost per Hour, Three-Man or more Crew plus Equipment						

Mulching (including mulch and labor) per cubic yard: \$ \_\_\_\_\_/cubic yard

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
INVITATION FOR BIDS NUMBER 3528**

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 <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)																			<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
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YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																												
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YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																												
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\$1,000,000 PER OCCURRENCE/CLAIM																															
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YES	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																												
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																												
NO	13.	MOTOR CARGO INSURANCE																													
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																												
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																												
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																												
NO	17.	DISHONESTY BOND	\$																												
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																												
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																												

- 20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
- 21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL COMMERCIAL, GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA LIABILITY POLICIES.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED \_\_\_\_\_.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

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

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

**BIDDER NAME:** \_\_\_\_\_ **AUTHORIZING SIGNATURE:** \_\_\_\_\_

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

(To be submitted with proposal by construction 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 proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**ATTACHMENT C**

**VENDOR CAPABILITIES**  
(Attach Additional Pages If Necessary)

How long has the firm been in business?: \_\_\_\_\_

Number of employees available to Knox County: \_\_\_\_\_

Gross sales in 2023: \$\_\_\_\_\_

**Equipment Owned by Contractor:**

0 - 51" Zero Turn or Walk Behind: \_\_\_\_\_

52 - 59" Zero Turn or Walk Behind: \_\_\_\_\_

60 – 71" Zero Turn or Walk Behind: \_\_\_\_\_

72 -80" Zero Turn or Walk Behind: \_\_\_\_\_

80" and Above Zero Turn or Walk Behind: \_\_\_\_\_

**Trucks/Trailers:**

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**Other Equipment (Blowers, trimmers, plows, salt spreaders, etc.):**

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**\*Contractor MUST complete this page and attach it to their bid response.**