

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Site Furniture** as specified herein. Bids must be received by **2:00 p.m. on August 20, 2024**. Late bids will neither be considered nor returned.

**Deliver Bids To:
Bid Number 3578
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@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 bids may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of 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 (IFB).
- 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 <https://www.knoxcounty.org/audit/hotline.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, line item basis or schedule basis. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, 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 or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with their 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 their 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 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 sub-contract 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, Administrator of Business Outreach
Knox County Procurement Division
Telephone: 865.215.5760
Email: diane.woods@knoxcounty.org

- 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 needed if submitting electronically.
- 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 will result in the bid being considered non-responsive and disqualified.
- 1.12 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications to which they are submitting. Vendors may also be requested to provide descriptive literature with their bid.
- 1.13 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 are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services.

The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help.

When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

- 1.15 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:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.18 PAYMENT METHOD: Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

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

1.19 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: Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.22 RECYCLING: Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:

- 1.22.1 Be submitted on recycled paper;
- 1.22.2 Not include pages of unnecessary advertising;
- 1.22.3 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 **July 31, 2024 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 terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response

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 comparable 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 UNFORSEEN CIRCUMSTANCES: 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 regarding 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.

- 1.29 **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.
- 1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.31 **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. 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.
- 1.32 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **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.

- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

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

- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time upon written notice of thirty (30) calendar days. 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.
- 2.23 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 upon request. 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 convey to prospective vendors the general type and quality of Site Furniture as desired by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ADDITIONS/DELETIONS:** Knox County reserves the right to add goods/services to this term bid or delete goods/services that have become obsolete in demand.
- 3.3 AUTHORIZED DEALER/RESELLER:** Bidders **must** submit, with their bid, signed written factory documentation that they are authorized dealers/resellers for the product they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact **must** be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.
- 3.4 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each Contractor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items from other sources if the need arises.
- 3.5 BIDDER OBLIGATION:** Bidder(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this Invitation for Bid. The failure or omission of a bidder to become acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 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 and is therefore considered an open document under the Public Records Act.
- 3.7 CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes 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 Schools and/or provide improved service.
- 3.8 DELIVERY LOCATION:** The Delivery location shall be:
- Knox County Parks and Recreation
2447 Sutherland Ave
Knoxville, TN 37919
- 3.9 DELIVERY TIME:** Bidders must state the number of business days for delivery after receipt of a signed purchase order/notice to proceed. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days." Vendors must be specific and state either "30 business days" or "60 business days." If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

- 3.10 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be “free on board” to the County department.
- 3.11 **ENCLOSURES WITH BID:** The vendor shall submit with their bid a specification sheet for the models of the site furnisher being bid. Failure to include this material may be just cause for bid rejection.
- 3.12 **EVALUATION CRITERIA:** The following criteria will be the basis for award.

Cost	90 Points
Delivery	10 Points

- 3.13 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County’s judgment as to the appropriateness of an award to the best-evaluated vendor. 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 a 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 which is in the best interest of Knox County.
- 3.14 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.15 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new equipment. 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. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.15 **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 consent from Knox County.
- 3.17 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this invitation for 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.
- 3.18 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening of the Invitation for Bids.
- 3.19 **OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the vendor’s responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division no later than **June 14, 2024 @ 4:30 p.m.**
- 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.
- 3.21 **PRICING:** The vendor(s) warrants that the unit price stated shall remain firm for a period of one (1) year from the first day of the Contract period. If the vendor’s price is increased after the second term, 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 written documentation tied to the Producer Price Index (PPI) to support the requested adjustment; 3) notice to Knox County be given 30 calendar days before the contract renewal period begins. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:
 - A. Continue with the existing price
 - B. Request a lower price increase
 - C. Not accept the renewal offer

If a price increase is approved by Knox County 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.

- 3.22** **QUANTITIES:** Knox County does not guarantee any quantities of items will be ordered under this agreement. Items will be ordered on an as-needed basis.
- 3.23** **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services.
- 3.24** **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **July 31, 2024 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.25** **VENDOR CONDUCT:** Vendors are hereby notified that the Knox County Procurement Division has necessary and proper procedures to procure equipment for the user departments of Knox County Government. Vendors are hereby cautioned that placing any equipment prior to the issuance of a purchase order or credit card (VISA) order constitutes a violation of that procedure and may result in the vendor being debarred for a minimum period of twelve (12) months. User departments are not authorized to sign any vendors' agreements.

SECTION IV SPECIFICATIONS

- 4.1** **SITE FURNITURE:** The following list the minimum specifications required for site furniture. These specifications come from DuMor, Inc. Bidders must bid as specified or an approved equal.
- 4.1.1 Grill, 21 Series
- Heavy duty outdoor charcoal park grill
 - 15" x 20" fire box
 - Cooking surface has four-position adjustment
 - Rotates 360°
 - 286-square-inch cooking surface
 - Finished with Heat-resistant black enamel
 - Embedment mounting
- 4.1.2 Grill, 22 Series
- Heavy duty outdoor charcoal park grill
 - 15" x 20" fire box
 - Cooking surface has four-position adjustment
 - Rotates 360°
 - 286-square-inch cooking surface
 - Finished with Heat-resistant black enamel
 - 3/8" x 3" steel bars with 1/2" x 3 3/4" expansion anchor bolts for surface mounting
- 4.1.3 Grill, 24 Series
- Outdoor park grill
 - 28" x 36" fire box
 - Dual cooking surface
 - 884-square-inch cooking surface
 - Height adjustable cook surface
 - Coated with heat-resistant black enamel
 - Embedment mounting
- 4.1.4 Bench, 57-60PL Series
- Cast iron end supports
 - Custom lettering available for side panels
 - Seat surface is 2" x 3" nom. Slats recycled plastic available in various colors
 - All steel members are coated with zinc-rich epoxy then finished with polyester powder coating
 - All fasteners are stainless steel
 - 1/2" x 3 3/4" expansion anchor bolts for surface mounting
 - Optional etched zinc dedication plaque with bronze style finish mounted flush to seating surface

- Also available with wood slats of either Douglas Fir or Ipe
 - Available in lengths of 6' and 8'
- 4.1.5 Bench, 58 Series
- Seat portion welded into one unit
 - Custom lettering available on side panels
 - Available in lengths of 6' & 8'
 - Available in extended lengths in multiples of 6' & 8'
 - Optional center armrest
 - Seating surface is contoured 1/4" x 1-1/2" steel bar
 - Supports are cast iron
 - All steel members are coated with zinc-rich epoxy then finished with polyester powder coating
 - All fasteners are stainless steel
 - 1/2" x 3 3/4" expansion anchor bolts for surface mounting
 - Optional etched zinc dedication plaque with bronze style finish mounted flush to seating surface
- 4.1.6 Bench, 93 Series
- Cast iron supports
 - Shipped knocked down
 - One-piece seat surface construction
 - Available in lengths of 6' and 8'
 - Optional center armrest
 - Seating Surface constructed of contoured 1/4" x 1-1/2" steel bar
 - All steel members are coated with zinc-rich epoxy then finished with polyester powder coating
 - All fasteners are stainless steel
 - 1/2" x 3 3/4" expansion anchor bolts for surface mounting
 - Optional etched zinc dedication plaque with bronze style finish mounted flush to seating surface
- 4.1.7 Bench, 160 Series
- All-welded, horizontal strap seat assembly
 - Handsome cast iron end supports
 - Stylish flared armrests
 - Seating Surface is horizontal 1/4" x 1-1/2" steel bar
 - Optional center armrest
 - Available in lengths of 6' and 8'
 - Bench is shipped unassembled
 - All steel members are coated with zinc-rich epoxy then finished with polyester powder coating
 - All fasteners are stainless steel
 - 1/2" x 3 3/4" expansion anchor bolts for surface mounting
 - Optional etched zinc dedication plaque with bronze style finish mounted flush to seating surface
- 4.1.8 Table Set 443-62 (6' table with (2) 6' benches)
- Table is 30" wide x 74" long
 - Benches are 22" wide x 73" long
 - Table surface is 1/4" x 1 1/2" steel bar
 - Seating surface is contoured 1/4" x 1 1/2" steel bar
 - All steel members are coated with zinc-rich epoxy then finished with polyester powder coating
 - All fasteners are stainless steel
 - 1/2" x 3 3/4" expansion anchor bolts for surface mounting
 - Benches and table are shipped unassembled
- 4.1.9 Table Set 443-558-1 (8' table with (2) 5' benches, Accessible)
- Table is 30" wide x 97.5" long that includes a 33" overhang for accessibility
 - Benches are 22" wide x 62.5" long
 - Table surface is 1/4" x 1 1/2" steel bar
 - Seating surface is contoured 1/4" x 1 1/2" steel bar
 - All steel members are coated with zinc-rich epoxy then finished with polyester powder coating
 - All fasteners are stainless steel
 - 1/2" x 3 3/4" expansion anchor bolts for surface mounting
 - Benches and table are shipped unassembled

- 4.1.10 Receptacle,
- Fluted waste basket
 - Tapered design
 - All steel Receptacle
 - Available in 32- or 34-gallon capacity
 - 14 gage steel cover with 10" dia. Opening
 - Cover attached with 1/8" vinyl coated cable
 - All steel members are coated with zinc-rich epoxy then finished with polyester powder coating
 - 1/2" x 3 3/4" expansion anchor bolts for surface mounting
 - Receptacle shipped fully assembled

Optional: rain shield cover and receptacle door

- 4.2** **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed above for the vehicle as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all vehicles are bid as specified.

Note: Failure to respond to Section 4.2 may be just cause for rejection of bid.

- 4.3** **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Note: Vendors need not return pages 1-10 with their response.

- 5.1 Vendor Name _____
- 5.2 Knox County Vendor Number _____
- 5.3 Vendor address _____
 City _____ State _____ Zip _____
- 5.4 Telephone number _____ Fax number _____
 E-mail address _____
- 5.5 Contact person _____

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

Authorizing Signature: _____
Sign Original in Blue Ink

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent 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 respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
Sign Original in Blue Ink

5.7 Vendor's Knox County Business License Number _____
 (If applicable, attach a copy of the license.)

5.8 Guaranteed business days for delivery after receipt of a signed Purchase Order? _____ days

5.9 Did you include the correct number of copies as per Section 1.10? _____ Yes _____ No

5.10 Will you accept payment via E-commerce card (VISA) as per Section 1.18? _____ Yes _____ No

5.11 Did you include authorized dealer/reseller documentation as per Section 3.3? _____ Yes _____ No

5.12 Did you include the detailed submittal as per Section 4.2? _____ Yes _____ No

5.13 I acknowledge receipt of: (Please write yes if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.14 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
 (Please circle your answer)

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

SECTION VI PRICING

BID 3578 SITE FURNITURE

VENDOR _____

The items listed are considered to be the core items desired by Knox County Parks and Recreation under this solicitation. Knox County and Knox County Parks and Recreation may buy other items from the successful bidder(s). Bidders are to state the discount percentage off of their current year catalog for other similar items.

- 6.1 Grill, 21 Series: \$ _____/each
 - 6.2 Grill, 22 Series: \$ _____/each
 - 6.3 Grill, 24 Series: \$ _____/each
 - 6.4 Bench, 57-60PL Series, 6': \$ _____/each
 - 6.5 Bench, 57-60L Series, 8': \$ _____/each
 - 6.6 Bench, 58 Series, 6': \$ _____/each
 - 6.7 Bench, 58 Series, 8': \$ _____/each
 - 6.8 Bench, 93 Series, 6': \$ _____/each
 - 6.9 Bench, 93 Series, 8': \$ _____/each
 - 6.10 Bench, 160 Series, 6': \$ _____/each
 - 6.11 Bench, 160 Series, 8': \$ _____/each
 - 6.12 Table Set 443-62 (6' table with (2) 6' benches); \$ _____/each
 - 6.13 Table Set 443-558-1 (8' table with (2) 5' benches, Accessible): \$ _____/each
 - 6.14 Receptacle, 32 Gallon: \$ _____/each
 - 6.15 Receptacle, 34 Gallon: \$ _____/each
- Discount percentage off current year catalog for all other items not listed: _____%