

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Asphalt Rejuvenator Services** as specified herein. Bids must be received by **2:00 p.m. on December 3, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3609
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 Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@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 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, 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 item-by-item basis or an all or none basis, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

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

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, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

- 1.8 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. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.9 COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.
- 1.10 DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.
- 1.11 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Facsimile and email submissions are strictly prohibited.
- 1.12 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.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.14 MULTIPLE BIDS:** Knox County may consider multiple bids that meet specifications.
- 1.15 NON-COLLUSION:** Vendors, 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.
- 1.16 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 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.

- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.
- 1.19 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:
- 1.19.1** Be submitted on recycled paper,
 - 1.19.2** Not include pages of unnecessary advertising,
 - 1.19.3** Be made on both sides of each sheet of paper.
- 1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (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 bid procedures must be received in the Procurement Division no later than **November 14, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.21 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 bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.
- 1.22 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.23 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.24 TITLE VI OF THE 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 2000d. 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 UNFORESEEN 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 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.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.
- 1.27 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.28 VENDOR REGISTRATION:** Prior to the 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 or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** 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 five (5) 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 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.
- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this 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 bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, 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, 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) Written Contract, (2) Invitation for Bids, (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, upon written notice of not less than 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 this solicitation is to obtain a Contractor to apply Asphalt Rejuvenating agent to bituminous asphalt roadways. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost and service quality, which includes previous work history and performance on similar roadway improvements.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) **will be required** to set up separate accounts for Knox County Engineering and Public Works, Knox County Schools, Knox County Parks and Recreation, and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Engineering and Public Works:
Knox County Engineering and Public Works
Attn: Samantha Chittum
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. If items are to be added, Knox County and the Contractor(s) will arrive at a mutually agreed upon price. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **ALTERNATE MATERIALS:** The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications pertaining to the material or article, only the specified item shall be used.

In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or item, the use of an alternate item other than that specified must be submitted for the written approval of the County no less than five (5) business days prior to the bid opening. No bid will be accepted which bids to use a non-approved alternate. The County shall notify all bidders of any approved alternates by addendum only. The County reserves the right to reject any or all bids.

3.6 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended to 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/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.7 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.8 **BID ENVELOPE COVER:** The bid envelope cover sheet **must** be completed and attached to the outside of your bid. **Failure to do so will result in the rejection of your bid.**

- 3.9 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 all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.10 CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract (e.g. CDL license). Certifications of technicians **shall be included** in the bid package. It shall be the awarded vendor's responsibility to maintain current certifications with Knox County Procurement for the duration of the Contract.
- 3.11 CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.12 COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working email. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.13 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.
- 3.14 CONSTRUCTION PROJECTS:** Any construction undertaking, for which the total cost of the project is Twenty-Five Thousand Dollars (\$25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no solicitation will be opened unless the outside of the sealed envelope containing the solicitation provides the following information: The Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the solicitation.
- If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars (\$25,000), the solicitation envelope is to be annotated with the phrase "Subcontractor's Bid is less than \$25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the solicitation. If no subcontractors are being used, the outside of the envelope must state, "No subcontractors are being used on this project." **All solicitations must be submitted in one envelope. Bidder must use the Bid Envelope Cover Sheet provided with the Invitation for Bid.**
- 3.15 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.16 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.
- 3.17 CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections.

The Contractor shall immediately upon discovery, bring to the attention of the County any conflicts that may occur among the various provisions of the specifications and plans. The County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the County shall allow the County to require any changes deemed necessary before acceptance by the County.

3.18 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. All shipping charges must be noted under the delivery fee along with a minimum volume for delivery.

All deliveries must be unloaded and placed in the location desired by Knox County. No deliveries will be made outside of Knox County unless it is through cooperative purchasing.

3.19 DRUG-FREE WORKPLACE: If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit (**Attachment B**) required by Public Acts, 2000, Chapter 918.

3.20 EQUIPMENT/CAPABILITIES/PERSONNEL: Bidders will be required to list and provide specifications for all the equipment and assets, as well as the number of personnel they will utilize to provide Asphalt Rejuvenator services. The list shall include, but not be limited to, number of trucks, distributors, tank cars, rollers, self-propelled sweepers and water trucks (including make/model or size and age), number of local employees available to perform requested services, and number of years in business. All equipment and personnel listed must be local to Knox County and available to be used under this Contract, if awarded. Certifications for personnel shall be included in the bid package, if applicable.

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

Price	80 Points
Equipment/Capabilities/Personnel	20 Points

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.22 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.

3.23 EXCEPTIONS TO SPECIFICATIONS: Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder’s intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions may be negotiated for a mutual resolution.

3.24 FORCE MAJEURE: The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of the vendor, may impact distribution costs. The pricing offered as a result of this bid is to be based upon known and calculated expenses; therefore, should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the vendor may request relief only for the duration of said occurrence.

3.25 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

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

- 3.26 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Checklist (**Attachment A**) 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 and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.
- 3.27 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 Addendum to the solicitation by the Knox County Procurement Division.
- 3.28 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.
- 3.29 INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- 3.29.1** The invoice must show the amount due to the Contractor by Knox County.
- 3.29.2** All invoices shall be submitted within thirty (30) days of work being performed.
- 3.28.3** The invoice must show: daily work quantities and detailed breakdown of TDOT AC adjustments, a copy of the approved mix design that was used in the project(s) being invoiced, as well as any additional information as required by Knox County.
- 3.29.4** Invoices are to be original and uniquely pre-numbered.
- 3.29.5** Submit original invoice and one (1) exact copy.
- 3.29.6** Invoices that do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

- 3.30 LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

- 3.31 LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.
- 3.32 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.
- 3.33 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.34 NOTIFICATION:** The Contractor will be solely responsible for notifying the residents of all subdivision roads (and any other road Knox County deems necessary) of the planned work by the use of signage. The signage will be provided by Knox County and installed by the Contractor a minimum of seventy-two (72) hours in advance of work to be done. The cost of this item shall be included in the cost of other items and no separate pay item will be considered. In the event the successful Contractor does not adhere to these notification requirements, paving operations shall be suspended until the seventy-two (72) hours of required notification is met.
- 3.35 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.
- 3.36 ON-SITE SUPERVISION REQUIREMENT:** The successful Contractor shall have a crew supervisor on site at all times knowledgeable and experienced in asphalt rejuvenating agent applications when work is performed. Prior to work being performed, the contractor shall notify Knox County of who the crew supervisor shall be for the upcoming work. At no time, shall the County inspection staff be required to direct means and methods of Contractor's duties.
- 3.37 PERSONAL PROPERTY:** The successful vendor(s) shall be fully responsible for all personal property located within the area to be sealed. This shall include, but not be limited to vehicles, mailboxes, driveway culverts, flower gardens, poles, etc. The successful vendor(s) shall make immediate notification to the Knox County inspector assigned to that project if damage occurs. The property owner shall also be notified immediately, and a course of corrective action discussed and agreed upon at the earliest possible time; in no event shall the vendor(s) exceed forty-eight (48) hours to notify the property owner of damage to their personal property.
- 3.38 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.
- 3.39 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for period of twelve (12) months from the first day of the Contract period. The price per square yard shown in Section VI shall include all costs for final placement according to TDOT specifications or as directed by the Knox County Engineering and Public Works Department.

If the Contractor's price is increased after the initial 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 vendor may:

- a. Continue with the existing prices,
- b. Request a lower price increase,
- c. Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.40 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.41 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. It shall be the successful Contractor's sole responsibility to verify specific job quantities prior to beginning work for approved jobs.
- 3.42 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.43 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.
- 3.44 SAFETY:** Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.
- 3.45 SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto.
- The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) 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 TOSHA, 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 the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.
- 3.46 SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.47 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).
- 3.48 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on November 14, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

4.1 SCOPE OF WORK: This work shall consist of applying Asphalt Rejuvenating agent to bituminous asphalt roadways for Knox County. The awarded Contractor(s) will provide all necessary mobilization, labor, material, equipment and traffic control to perform all application operations as requested by the Knox County Engineering and Public Works Department on an as-needed basis. The rejuvenation of surface courses will be performed by spray application of a specialized rejuvenating agent composed of petroleum oils and resins emulsified with water. All work will be performed in accordance with these specifications.

4.2 APPLICATING EQUIPMENT: The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with allowable variation from any specified rate not to exceed five (5) percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the County that controls the rate of product application. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the County.

The truck used for applying slag screenings, or other aggregate approved by the County shall be equipped with a spreader allowing slag screenings to be uniformly distributed onto the pavement. The spreader shall be able to apply one-half (1/2) pound to three (3) pounds of slag screenings per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the slag screenings onto driveways or lawns. The slag screenings to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet slag screenings will be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the desired results, shall be repaired or replaced at the direction of the County.

4.3 APPLICATION OF REJUVENATING AGENT: The asphalt rejuvenating agent shall be applied by distributor truck at the temperature recommended by the manufacturer and at the pressure required for proper distribution. The emulsion distribution shall be applied uniformly to all points of the areas to be treated. Distribution will begin with the truck in motion and to operating speed to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed will receive additional treatment as may required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half (1/2) width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road will overlap the previous application by at least one-half (1/2) the width of the nozzle spray. In any event the centerline construction joint of the pavement will be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at a rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for job site conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the County following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the County grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the County, will have the required amounts applied in two (2) or more applications as directed. After the rejuvenating emulsion has penetrated, a light coating of dry slag screenings, or other aggregate approved by the County, will be applied to the surface in the sufficient amount to protect the traveling public as required by the County. The slag screenings shall be swept and removed from the streets and properly disposed at the Contractor's expense within twenty-four (24) hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the County, the Contractor will take representative samples of material for testing.

4.4 BARRICADES AND WARNING SIGNALS: Where the work is located in or adjacent to any road or public place, the Contractor shall, at their own expense, furnish and install such barricades, fences and warning lights and provide such security guards as are required to protect persons, property and the work. Barricades will be reflectorized to be visible at night. From sunset to sunrise, the Contractor must furnish and maintain at least one (1) light at each barricade. The Contractor is solely responsible for all damages to the work site due to failure of barricades, signs, lights, and watchmen to protect it. The Contractor's responsibility for the maintenance of barricades, signs, lights and security guards shall not cease until the project has been accepted by the County.

4.5 HANDLING OF ASPHALT REJUVENATING AGENT: Contents in tank cars or storage tanks must be circulated for at least forty-five (45) minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate must be loaded first and then add the required amount of water. The water will be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe will be kept below the surface of the material in the distributor. The distributor truck will be cleaned of all asphalt materials and washed out to the extent no discoloration of the emulsion is evident. Cleanliness of the spreading equipment shall be subject to the approval of the County.

4.6 MATERIAL PERFORMANCE: The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder, i.e., viscosity, shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty percent (40%) as determined by dynamic shear rheometer (DSR) method for asphalt testing in accordance with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five (5) years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

Bidders must submit with their bid documentation and test data demonstrating;

4.6.1 The manufacturer's certification the rejuvenating material proposed for use is in compliance with these specifications.

4.6.2 The rejuvenating agent has been used successfully for a period of five (5) years by other government agencies such as Cities, Counties or State Departments of Transportation.

4.6.3 The asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and penetration numbers.

4.6.4 Such product performance is consistent on a sufficient number of projects. Testing data shall be submitted to indicate said product performance over a testing period of three (3) years to ensure reasonable life expectancy.

4.7 MATERIAL SPECIFICATIONS: The asphalt rejuvenating agent will be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each Contractor submitting a bid must include a statement from the manufacturer of the asphalt rejuvenating emulsion to be used conforms to the required physical and chemical requirements shown in Section 4.11. Knox County will be the sole authority for determining if the rejuvenating agent proposed with the bid is acceptable.

4.8 METHOD OF MEASUREMENT: Asphalt rejuvenating agent will be measured by the square yard as provided for in the contract documents.

4.9 PRODUCT STANDARD: The product Reclamite® for the asphalt rejuvenating agent as manufactured by Golden Bear Oil, a division of Tricor Refining, LLC is an acceptable rejuvenating agent for these specifications.

4.10 QUALIFICATIONS: The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The Bidder shall have a minimum of three (3) years of experience in applying the proposed product. The Bidder must submit with their bid a list of three (3) projects of which asphalt rejuvenating agent was applied. Provide the required information in **Attachment C**.

4.11 REJUVENATION AGENT SPECIFICATIONS:

Test	Test Method		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion:				
Viscosity@ 25°C, SFS	D-244	T-59	15	40
Residue, %w ¹	D-244 (Mod)	T-59 (Mod)	60	65
Miscibility Test ²	D-244 (Mod)	T-59 (Mod)	No Coagulation	
Sieve Test, %w ³	D-244 (Mod)	T-59 (Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance	GB	GB		30

Tests on Residue from Distillation:

Flash Point, COC, °C	D92	T-48	196	
Viscosity@ 60°C, cSt	D-445		100	200
Asphaltenes, %w	D-2006-70			0.75
Maltene Distribution Ratio (PC + A1) / (S + A2) ⁴	D-2006-70		0.3	0.6
PC/S Ratio ⁴	D-2006-70		0.5	
Saturated Hydrocarbons, S ⁴	D-2006-70		21	28

¹ ASTM D244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D24460 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedure identical with ASTM D244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Chemical composition by ASTM Method D200670: PC = Polar Compounds, A1 = First Acidaffins; A2 = Second Acidaffins, S = Saturated Hydrocarbons

4.12 RESIDENT NOTIFICATION: The Contractor shall distribute by hand a typed notice to all residences and businesses on the road to be treated. The notice will be delivered no more than twenty-four (24) hours prior to the treatment of the road. The notice will have a local phone number where residents may call to ask questions. The notice will be of the door hanger type securing to the door handle of each dwelling. Unsecured notices are not allowed. The Contractor must also place the notice on the windshield of any cars parked on the roadway. Hand distribution of this notice will be considered incidental to the contract.

4.13 RESPONSE TIME: The contractor shall commence work no later than fifteen (15) calendar days from notice by Knox County of our intentions to place any specified pay items.

4.14 ROADWAY PREPARATION: The Contractor shall be responsible for sweeping and cleaning of the roadways prior to, and after, treatment. All equipment necessary for roadway preparation shall be on hand and approved before work will be permitted to begin. The equipment shall include a power broom or other mechanical sweeping equipment, pressure distributor and such other equipment and small tools as may be required to perform the work in a satisfactory manner. In addition, prior to any asphalt rejuvenating agent application, the existing surface shall be clean, dry and free from any debris, and Knox County shall inspect the surface and approve the cleanliness of the surface.

All slag screenings used during the treatment must be removed no later than twenty-four (24) hours after treatment of the roadway. This shall be accomplished by a combination of hand and mechanical sweeping.

All turnouts, cul-de-sacs, driveways, etc., must be cleaned of any material to the satisfaction of the County. Roadway preparation will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the County, additional slag screenings are required, said material shall be applied by the contractor. Slag screenings shall be swept up no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplication and removal of slag screenings.

4.15 TDOT REGULATIONS: Asphalt rejuvenating agent services must meet the Tennessee Department of Transportation, Bureau of Highways, Standard Specifications for Road and Bridge Construction dated January 01, 2021, including any subsequent revisions or special provisions.

4.16 TRAFFIC CONTROL: Contractor must provide traffic control to maintain safety for both the Contractor and public. The Contractor must provide an adequate staff to maintain traffic in and around the work area. Contractor will provide all necessary equipment (e.g.: stop/slow signs, barrels, cones). Contractor will be responsible for the flow of traffic and must maintain a safe environment for traffic at all times.

The Contractor shall schedule their operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the County, has become complete and the area is suitable for traffic.

When, in the opinion of the County, traffic must be maintained at all times on a particular road, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The Contractor shall notify Knox County 911 as to the roadways to be treated each day.

The maintenance of traffic for the application of the asphalt rejuvenating agent shall be included in the items bid. The Contractor will notify the Knox County Engineering and Public Works Director or designee by submission of a work zone/traffic control plan in advance, with anticipated schedule of roads to be treated and total road closures for the notification of emergency services providers and other stakeholders. A detour plan is required for road closures.

All traffic control must be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration. If, in the opinion of the County, proper traffic control devices and/or signage are not being used, the Contractor shall stop all operations until safe proper traffic control devices and/or signage are achieved.

4.17 WEATHER LIMITATIONS: The temperature of the asphalt rejuvenating emulsion, at the time of application shall be recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no threat of rain. The agent shall not be applied when the ambient temperature is below forty (40) degrees Fahrenheit.

****Please note that it is not necessary to return pages one (1) through fifteen (15) with your response.
You must complete and return pages sixteen (16) through twenty-two (22).**

SECTION V VENDOR INFORMATION FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ State: _____ Zip: _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email 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 Vendor's 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)

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

5.10 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:

5.11 Total number of years in business: _____

5.12 Total number of years applying asphalt rejuvenator: _____

5.13 Total number of local employees to be utilized for this Contract, if awarded: _____

5.14 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.15 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.16 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? YES NO

5.17 Did you attach your completed Bid Envelope Cover as detailed in Section 3.8? YES NO

SECTION V VENDOR INFORMATION FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES – CONTINUED

VENDOR NAME: _____

- | | | | |
|------|---|-----|----|
| 5.18 | Did you include your certifications as detailed in Section 3.10? | YES | NO |
| 5.19 | Did you complete and include the Drug Free Affidavit as detailed in Section 3.19? | YES | NO |
| 5.20 | Did you attach your Equipment List as detailed in Section 3.20? | YES | NO |
| 5.21 | Did you include your fully executed Insurance Checklist as detailed in Section 3.26? | YES | NO |
| 5.22 | Did you include a copy of your State of Tennessee Contractor’s License as detailed in Section 3.31? | YES | NO |
| 5.23 | Did you include the Material Performance Test Data as detailed in Section 4.6? | YES | NO |
| 5.24 | Did you include Material Specifications statement from the manufacturer as detailed in Section 4.7? | YES | NO |
| 5.25 | Did you complete and include your Qualifications as detailed in Section 4.10? | YES | NO |
| 5.26 | Can you meet the Response Time as detailed in Section 4.13? | YES | NO |

SECTION VI VENDOR PRICING FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES

VENDOR NAME: _____

6.1

<u>ITEM DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>
Asphalt Rejuvenator	Square Yard	\$ _____

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

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3609**

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.	<p align="center">AUTOMOBILE LIABILITY</p> <table border="1"> <tr> <td>X</td> <td>ANY AUTO-SYMBOL (1)</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> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)																			COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)																
X	ANY AUTO-SYMBOL (1)																																						
YES	4.	<p align="center">COMMERCIAL GENERAL LIABILITY</p> <table border="1"> <tr> <td></td> <td>CLAIM MADE</td> <td>X</td> <td>OCCUR</td> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td></td> <td colspan="3">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>POLICY</td> <td>X</td> <td>PROJECT</td> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </table>		CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 1,000,000					FIRE LEGAL LIABILITY	\$ 100,000					MED EXP (Per person)	\$ 5,000		GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY	\$ 1,000,000		POLICY	X	PROJECT	GENERAL AGGREGATE	\$ 2,000,000					PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000	LIMITS
	CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 1,000,000																																		
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	POLICY	X	PROJECT	GENERAL AGGREGATE	\$ 2,000,000																																		
				PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																																		
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																				
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																				
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																				
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																				
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																																				
		PROFESSIONAL LIABILITY																																					
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																				
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																																				
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																				
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																				
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																				
NO	13.	MOTOR CARGO INSURANCE																																					
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																				
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																				
NO	17.	DISHONESTY BOND	\$																																				
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																				
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																				

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED _____.

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

**ATTACHMENT B
INVITATION FOR BIDS NUMBER 3609**

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

(To be submitted with bid by contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE {COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 20_____.

Notary Public

My Commission expires: _____

**ATTACHMENT C
INVITATION FOR BIDS NUMBER 3609**

VENDOR NAME: _____

Bidder shall submit a list of three (3) similar sized asphalt rejuvenator projects performed within the last two (2) years. Do not list any Knox County Government projects.

Project # 1

Name of Agency: _____		
Contact Person: _____	Phone number: _____	
E-mail address (required): _____		
Date of Project: _____	Number of Roads: _____	Square Yards: _____
Services Provided: _____		
Dollar amount: \$ _____ (over the life of the Contract)		
Contract start date: _____	Contract end date: _____	

Project #2

Name of Agency: _____		
Contact Person: _____	Phone number: _____	
E-mail address (required): _____		
Date of Project: _____	Number of Roads: _____	Square Yards: _____
Services Provided: _____		
Dollar amount: \$ _____ (over the life of the Contract)		
Contract start date: _____	Contract end date: _____	

Project #3

Name of Agency: _____		
Contact Person: _____	Phone number: _____	
E-mail address (required): _____		
Date of Project: _____	Number of Roads: _____	Square Yards: _____
Services Provided: _____		
Dollar amount: \$ _____ (over the life of the Contract)		
Contract start date: _____	Contract end date: _____	

BID ENVELOPE COVER

NAME OF PROJECT: Asphalt Rejuvenator Services
Invitation for Bids #3609

SEALED BIDS WILL BE RECEIVED BY:

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

UNTIL: 2:00 p.m. local time December 3, 2024
 TIME **DATE**

COMPLETE ALL BLANKS!

BIDDER _____		
STREET ADDRESS _____		
CITY / STATE / ZIP CODE _____		
TENNESSEE CONTRACTOR'S LICENSE NUMBER _____		
LICENSE CLASSIFICATION _____ (if applicable to this project)		_____ Dollar Limit
ARE SUB-CONTRACTORS TO BE USED ON THIS PROJECT?	YES	NO

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

PLACE THIS COVER SHEET ON THE OUTSIDE OF SEALED BID.