

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Traffic Signal Maintenance and Service** as specified herein. Bids must be received by **2:00 p.m. on February 26, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3629
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.

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 a schedule basis, item-by-item basis, an all or none basis, or by multiple award, 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.

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, 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.
- 1.9 COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies.
- 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 will 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 **4:30 p.m. local time on February 12, 2025**. 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 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 which have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at any Knox County Schools' location must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present. Vendors are to submit the Affidavit of Compliance (**Attachment C**) with their bid.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

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

- 2.23 **TERMINATION:** County may terminate this agreement with or without cause, 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.
- 2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to obtain a contractor(s) to augment the efforts of the Knox County Engineering and Public Works Department with Traffic Signal Maintenance and Service. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost and service quality, which includes previous work history and performance.
- 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 may require a specific written action by Knox County so stating.
- 3.3 **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. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 **AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 3.5 **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 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/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.
- 3.6 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for all employees of the vendor's staff providing services on Knox County property. Certain felony convictions will prohibit individuals from entering these facilities. All costs associated with background checks will be the responsibility of the Contractor.
- 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 filled out completely 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 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

- 3.11 **CERTIFICATION:** Vendor's equipment operators must be certified in the proper operation of the equipment they will provide. **Certifications of technicians must be included in the bid package.**
- 3.12 **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.
- 3.13 **CODES, PERMITS AND LICENSES:** All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), State and Local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any other rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of any certificate of approval.

All electrical materials used shall be Underwriter Laboratory listed and approved including, but not limited to, the luminaire assembly unit. In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. Conversely, should the codes call for better quality or larger size, the codes shall govern.

- 3.14 **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 capabilities. 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 contracts. These individuals must be familiar with the Knox County Contract and have the authority to adjust as requested by Knox County.
- 3.15 **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.
- 3.16 **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.
- 3.17 **CONTRACT EXECUTION:** The award of this bid may 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 Vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the equipment provided and services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(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.

- 3.18 **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 or his representative. 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. Immediately upon discover the contractor shall 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.

- 3.19 **DELIVERY TIME:** Contractor must be able to provide traffic signal maintenance and service that Knox County desires within a twenty-four (24) hour time period after phone call is received from Knox County. Failure to do so may result in the termination of this Contract.
- 3.20 **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.
- 3.21 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. The Knox County Engineering and Public Works Department will be the sole judge if the substitution is appropriate.
- 3.22 **DRUG-FREE WORKPLACE:** If the Contractor has five 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, shall provide the Affidavit (**Attachment B**) required by Public Acts, 2000, Chapter 918.
- 3.23 **EQUIPMENT PERFORMANCE:** If equipment or parts is delivered to any site and does not work properly, the Contractor must pick up the equipment delivered and deliver another piece of equipment that does work properly at no cost to the County. Knox County will not be charged any time (hours) for any faulty equipment.
- 3.24 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities and Experience	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.

- 3.25 **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.
- 3.26 **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 will be negotiated for a mutual resolution.
- 3.27 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.28 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment (**Attachment A**) hereto. As proof the vendor’s willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) 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.

3.29 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.

3.30 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.

3.30.1 The invoice must show the amount due to the Contractor by Knox County.

3.30.2 Invoices for Routine Inspections must show: the date the service or product was provided; the zone the work was performed in; the intersection(s) where Routine Inspections were performed; the number of hours for the electrician, including level; the number of hours for each truck; the quantity of each item purchased; the associated unit price as per the Contract for each item; and the item total.

3.30.3 Invoices for Trouble Calls must show: the date the service or product was provided; the intersection where Trouble Calls were performed; the number of hours for the electrician, including level; the number of hours for each truck; the item description; work order number (include a copy of the work order with the invoice); the quantity of each item purchased, the associated unit price as per the Contract for each item, and the item total.

3.30.4 Invoices are to be original and uniquely pre-numbered.

3.30.5 Invoices which 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.

3.31 KNOX COUNTY PROPERTY: Any materials removed by the awarded vendor shall remain the property of Knox County Government. Any unused or replaced parts shall be returned to Knox County Engineering and Public Works at 205 W. Baxter Avenue, Knoxville, TN 37917 for reuse or disposal.

3.32 LIABILITY: All collected material shall become the liability of the vendor immediately upon the vendor's handling of collected material and continuing until delivery is completed at Knox County Engineering and Public Works. The vendor must agree to indemnify, defend, and hold Knox County harmless from all liability arising from the transporting of said collected material. The awarded vendor is responsible for transport of all materials to Knox County Engineering and Public Works and must secure all material in a safe manner. The awarded vendor will be responsible for any incidents that may occur during the repair, removal and/or transport of equipment under this Contract.

3.33 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.

3.34 MANUFACTURER AND BRAND NAME: Vendor must note the manufacturer and brand name of the items being bid. The phrases "as specified" or "as requested" are not acceptable. Failure to include the manufacturer and brand name may result in the bid being non-responsive and disqualified.

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

- 3.36 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.37 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.
- 3.38 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.
- 3.39 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) business days after the date fixed for opening the Invitation for Bid.
- 3.40 PAYMENTS TO CONTRACTORS:** The Contractor will be paid for preventive maintenance and service response activities on a monthly basis. The invoice shall cover the calendar month (for example: December 1 through December 31). The invoice shall be delivered to the Knox County Engineering and Public Works Department by the first week of the following month. The invoice shall name those signals and/or flashers that received maintenance and service. The invoice shall include a brief description of the issue found and the solution that was made for that issue.

The number of signals and flashers are expected to fluctuate during the life of this Contract and the Contractor will only be paid for what is in Knox County's jurisdiction. Knox County will inform the Contractor of any signals, beacons and/or flashers that are added to the Knox County inventory.

- 3.41 PERSONAL PROPERTY:** The successful vendor(s) shall be fully responsible for all personal property located within the area to be serviced. This shall include, but not limited to, mailboxes, driveway culverts, flower gardens, poles, etc. The successful vendor(s) shall make immediate notification to the Knox County inspector assigned to that project of any issues and/or damages. The property owner shall also be notified immediately and a course of corrective action discussed and agreed upon at the earliest possible time.
- 3.42 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.
- 3.43 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the 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.

- 3.44 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 Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

- 3.45 QUALITY CONTROL:** Vendors are obligated to supply parts that are of sufficient quality to be expected to perform under the demands of the operations requirements of Knox County. Continued premature failure of said parts shall be cause for termination of the Contract.
- 3.46 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. For informational purposes, Knox County spent approximately \$240,000 on these services during the Fiscal Year from July 01, 2023 through June 30, 2024.
- 3.47 REFERENCES:** Vendors must submit a list of three (3) references (**Attachment D**) with which you have provided this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their contact information, and the nature and size of the contract. Do not list Knox County Government or Knox County Schools as a reference.

Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

- 3.48 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.
- 3.49 REPLACEMENT OF DAMAGED PROPERTY:** The Contractor shall replace all property damaged by the Contractor including, but not limited to fences, trees, plants, grass, walks, drives, building surfaces, etc.
- 3.50 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.
- 3.51 SAFETY:** The successful vendor(s) shall exercise good safety precautions while performing the services required in this solicitation. The successful vendor(s) shall have properly trained employees in the safe operation of any and all equipment to be used. All work performed under this contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970. 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). Vendors, by submission of a signed bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment and trained in the safe application of quoted product.
- 3.52 SAFETY AND PROTECTION:** The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues and for assuring compliance as required by the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), and any other Regulatory Agency for the service.

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 as by TOSHA, OSHA, EPA and AHERA.

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.

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 Contractor 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.

3.53 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on February 12, 2025**. Submit questions as noted in Section 1.1.

SECTION IV TECHNICAL SPECIFICATIONS

4.1 BACKGROUND: The current full inventory of system components will be provided upon request. The following is a summary of the system:

- Signals: 89 (includes loop, video and radar detection)
- School Flashers: 93
- Other Flashers: 40 (includes RRFB, advance, overhead and fire department emergency warning flasher)

The system is constantly evolving, and additional components will be added throughout the contract term. Currently there are plans for eight (8) additional signalized intersections as well as controller and detection upgrades.

All locations are within Knox County limits.

4.2 UTILITIES:

4.2.1 The Contractor will exercise all necessary protective measures to safeguard existing utilities from damage during the performance of all activities performed under this Contract. In the event equipment is required to conjugate around the utilities, the Contractor will be required to furnish such equipment. The cost of protecting utilities from damage and furnishing any special equipment will be included in the price bid for preventive maintenance functions and in other items for response maintenance and design modification activities.

4.2.2 The Contractor will be solely responsible for contacting all affected utility companies, prior to beginning any work, which may affect various utilities in order to determine the extent to which utility relocations and/or adjustment will be required. The Contractor shall notify each individual utility owner of their plan of operation in the area of the utilities prior to commencing work with exception to an emergency response where the Contractor shall contact the utility owners and request them to properly locate their respective utility on the ground at least three (3) business days prior to commencement of operations around the utility.

4.3 TRAFFIC SIGNAL MAINTENANCE AND CONSTRUCTION:

4.3.1 The Tennessee Department of Transportation, Bureau of Highways, Standard Specifications for Road and Bridge Construction dated January 01, 2021, will be used as the technical specifications for the project.

4.3.2 All detours and construction signage shall be in strict accordance with the current Manual on Uniform Traffic Control Devices, latest edition.

4.3.3 All traffic signal equipment provided shall meet the current "Standard for Traffic Control Systems" published by the National Electrical Manufacturers Association.

4.4 DEFINITION AND TIMING OF MAINTENANCE ACTIVITIES:

4.4.1 Preventive maintenance is a set of checks and procedures performed at regular intervals. The activities for traffic signals include all of those tasks listed in Appendix A. Note that the conflict monitor is to be bench tested and certified. For the advance flashers, overhead flashers, and school flashers, activities are listed in Appendix B. The various checks and procedures for traffic signals and flashers shall be performed annually. The school zone flashers shall have preventive maintenance performed twice per year, once prior to school starting in the Fall (mid August) and once prior to school starting back from Winter Holidays. These services shall be completed approximately fourteen (14) calendar days prior to the start of school to allow for one (1) week advance flash period. In addition, Knox County shall require a thirty (30) day warranty period regarding these preventive maintenance checks and will not be responsible for further expenses necessitated by calls within this thirty (30) day warranty period.

4.4.2 Response maintenance is the repair of failed traffic signal equipment and its restoration to safe, normal operation. For the purposes of defining payments to the Contractor all actions will be assigned to one of the following five (5) categories:

- A. Repair of failures resulting from the impact of an errant vehicle into one of the supporting structure or the impact of an over height vehicle into a signal display or overhead span.
- B. Repair of failures resulting from floods, lightning, or winds associated with violent storms confirmed by the United States National Weather Service.
- C. Repair of failures resulting from improper preventive maintenance activities or the failure to perform preventive maintenance activities at the required intervals.
- D. Repair of failures resulting from conditions which could have been identified and corrected at the time of the preventive maintenance checks.
- E. Repair of failures resulting from conditions which could not be reasonably anticipated and which could not normally have been identified at the time of the preventive maintenance checks.

Knox County shall make final determinations concerning the assignment of any particular activity to an activity type.

- 4.4.3 Design modifications are changes in the design and/or operation from the conditions that existed at the time of the "Notice to Proceed."

4.5 RESPONSE TIME FOR RESPONSE MAINTENANCE AND MODIFICATION ACTIVITIES:

- 4.5.1 The response time shall be defined as the time that elapses from notification of the Contractor by Knox County until the Contractor arrives at the installation and initiates repair activity. Knox County shall include a description of the condition and the status (urgent, priority, or other) in the notification.
- 4.5.2 The permissible response time for a condition identified as "urgent" in the table in this section (Appendix C) shall not exceed four (4) hours.
- 4.5.3 The permissible response time for a condition identified as "priority" in the table in this section (Appendix C) shall not exceed sixteen (16) hours.
- 4.5.4 The permissible response time for a condition identified as "other" in the table in this section (Appendix C) shall not exceed twenty-four (24) hours.
- 4.5.5 Depending on the nature of the problem either an emergency repair or final repair shall be implemented.

Emergency repair temporarily restores system operations that provide a reasonable level of service to the users. Emergency repairs to bring the installation to an operational level, which is reasonable under the existing circumstances, shall be completed before leaving the site.

Final repair restores the system to proper and safe operation in accordance with the system specifications. Final repair to bring the installation into full compliance with system specifications should be completed within thirty (30) days unless prohibited by weather or unavailability of equipment.

- 4.5.6 Loop detectors that need to be replaced shall be replaced within two (2) weeks from notification unless Knox County confirms that the weather conditions prohibit the sawing of loops.
- 4.5.7 Modification activities include, but are not limited to, changing timing patterns, changing and/or adding signal head assemblies, adding loop detectors, and adding pedestrian push buttons. Confirmation of any supplies that are ordered by the Contractor shall be sent to Knox County Engineering and Public Works. Either the Contractor or supplier can send the confirmation on the day the order is placed. These types of activities shall be performed within two (2) weeks of receiving the equipment. Knox County shall be notified on the day when the work begins and notified again when the work is completed.

4.6 BID ITEM DESCRIPTIONS AND BASIS OF PAYMENT:

- 4.6.1 Controller and Cabinet: The Contractor will perform all tasks listed in Appendix A of these special provisions. Where replacements of specific hardware items are called for, those replacements will be coordinated and approved by Knox County prior to completing.

- 4.6.2 Signal Display Sections: The Contractor will perform all tasks listed in Appendix A of these special provisions. Where replacements of specific hardware items are called for, those replacements will be coordinated and approved by Knox County prior to completing.
- 4.6.3 Detector Sensors: The Contractor will perform all tasks listed in Appendix A of these special provisions. Where replacements of specific hardware items are called for, those replacements will be coordinated and approved by Knox County prior to completing.
- 4.6.4 Support Structures: The Contractor will perform all tasks listed in Appendix A of these special provisions. Where replacements of specific hardware items are called for, those replacements will be coordinated and approved by Knox County prior to completing.
- 4.6.5 Extra Work Labor: The Contractor will provide trained personnel to perform response maintenance and design modification services. If other personnel categories are required to provide certain services, the hourly rate for those personnel will be established on a negotiated basis.
- 4.6.6 Extra Work Equipment: The Contractor will provide service equipment to perform response maintenance and design modification services. If other types of equipment are required to provide certain services, the hourly rate for equipment categories will be established on a negotiated basis.

Equipment for agreed upon extra work tasks will be paid for at the contract unit price for the various categories listed or at an agreed upon price. The price shall include all direct and indirect costs associated with furnishing the equipment.

- 4.6.7 Extra Work Materials: The Contractor will provide materials and control equipment of the types listed as required for response maintenance and design modification services. If other types of equipment are required to provide certain services, the hourly rate for equipment categories will be established on a negotiated basis.

Materials for agreed upon extra work tasks will be paid for at the Contract unit price for the various items listed. The price shall include all direct and indirect costs associated with furnishing the material. Labor and equipment required for installing the materials will be paid for at the bid prices for the respective items.

4.7 LOCATIONS OF INSTALLATIONS INCLUDED UNDER CONTRACT:

The County may add other locations during the time this contract is in effect. Likewise locations may be subtracted by the County due to annexations. The County will notify the Contractor in writing of proposed locations. The Contractor will be responsible for inspection of the proposed locations. The Contractor will notify the County of the results of the inspection and either accept the location for maintenance under the Contract or notify the County of any major faults and/or deficiencies requiring immediate repair and correction. If repair or correction is needed the contractor will, at the same time, indicate in writing the cost of any proposed extra work.

If the County concurs in the extra work request the contractor will be authorized in writing to under-take the corrective actions. Once the corrective actions are completed the installation will be accepted by the Contractor under all other terms of the Contract just as though it had been included in the original list of locations.

4.8 RECORD KEEPING:

- 4.8.1 The Contractor shall maintain a detailed record of all activities. The record system shall be developed and proposed by the contractor and approved by the County.
- 4.8.2 Completed "Traffic Signal Preventive Maintenance Checklist" (see Appendix A) and Advance, Actuated Pedestrian, and Overhead and School Flashers, and Solar Powered Radar Speed Sign Display Preventive Maintenance Checklist (see Appendix B), shall be kept in each controller cabinet (if available) once the maintenance has been performed. Any time that preventive maintenance is performed the referenced Appendix sheet shall be sent to Knox County Engineering and Public Works via email in PDF format.
- 4.8.3 A response maintenance incident log shall be kept in each controller cabinet. The format of the log is provided in Appendix D. In addition, Knox County shall receive an email of the referenced completed form in PDF format each time the PM service is performed.
- 4.8.4 A copy of the current timing plan for each intersection shall be kept in the control cabinet along with the wiring schematics.

- 4.8.5** Knox County shall generate a work order for each response maintenance activity. Each Knox County work order shall be completed and faxed or emailed back to Knox County within three (3) business days of receipt. The returned fax or email shall state the date of the repair, the time of arrival of the technician, the repair made and the time the traffic control device returned to normal operation. The fax number and email address shall be provided to the awarded vendor(s).
- 4.8.6** A written report describing items that need to be fixed as a result of the preventive maintenance inspection shall be sent via fax or email to Knox County Engineering and Public Works for their approval.
- 4.8.7** A copy of the report from each conflict monitor test shall be sent via fax or email to Knox County Engineering and Public Works upon completion of each test.
- 4.9** **QUALIFICATIONS:** The contractor must supply the names and certifications of staff members ***with their bid***. If an IMSA Level III person is on staff, that person needs to be available at Knox County's request.

It is not necessary to return pages one (1) through fifteen (15) or pages twenty-four (24) through twenty-eight (28) with your submittal. You must complete and return pages sixteen (16) through twenty-three (23).

SECTION V VENDOR INFORMATION, INVITATION FOR BIDS NUMBER 3629, TRAFFIC SIGNAL MAINTENANCE AND SERVICE

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

5.12 Will you accept the Knox County Credit Card as payment as detailed in Section 1.16? YES NO

5.13 Did you include your fully executed Criminal History Affidavit as detailed in Section 2.7? YES NO

5.14 Did you complete and attach your Bid Envelope Cover Sheet to your bid response as detailed in Section 3.8? YES NO

5.15 Did you include all certifications in your bid response as detailed in Section 3.11? YES NO

SECTION V VENDOR INFORMATION, INVITATION FOR BIDS NUMBER 3629, TRAFFIC SIGNAL MAINTENANCE AND REPAIR – CONTINUED

VENDOR NAME: _____

5.16 Can you meet the Delivery Time as detailed in Sections 3.19 and 4.5? YES NO

5.17 Did you include your fully executed Drug Free Affidavit form as detailed in Section 3.22? YES NO

5.18 Did you include your fully executed Insurance Checklist as detailed in Section 3.28? YES NO

5.19 Did you include a copy of your current General Contractor’s License as detailed in Section 3.33? YES NO

5.20 State the Manufacturer and Brand Name of the items you are bidding as detailed in Section 3.34.

5.21 Did you complete and attach the Reference Form as detailed in Section 3.47? YES NO

5.22 Did you include the names and certifications for your staff members as detailed in Section 4.9? YES NO

5.23 Total Number of Years in Business: _____

5.24 Total Local Staff Size: _____

5.25 Number of Service Vehicles Locally: _____

5.26 Major Equipment Owned Locally (may attach a list): _____

5.27 Did you complete the Pricing in Section VI and submit it with your bid? YES NO

SECTION VI BID PRICE SCHEDULE AND ESTIMATED QUANTITIES, INVITATION FOR BIDS NUMBER 3629, TRAFFIC SIGNAL MAINTENANCE AND SERVICE

VENDOR NAME: _____

The quantities estimated in this section are only estimates. Actual quantities may vary. Bidders will be responsible if quantities are over/under the estimations.

6.1 PREVENTIVE MAINTENANCE BID PRICES:

	Item	Unit of Measure	Estimated Quantity	Unit Price	Total Price
6.1.1	IMSA Certified II	Hour	350	\$	\$
6.1.2	Other Labor	Hour	100	\$	\$
6.1.3	Bucket Truck	Hour	400	\$	\$
6.1.4	Other Truck	Hour	250	\$	\$
6.1.5	Uniformed Officer with Marked Patrol Car	Hour	100	\$	\$

6.2 SERVICE AND REPAIR BID PRICES:

	Item	Unit of Measure	Estimated Quantity	Unit Price	Total Price
6.2.1	IMSA Certified III	Hour	40	\$	\$
6.2.2	IMSA Certified II	Hour	1,000	\$	\$
6.2.3	Other Labor	Hour	600	\$	\$
6.2.4	Bucket Truck	Hour	400	\$	\$
6.2.5	Other Truck	Hour	250	\$	\$
6.2.6	Uniformed Officer with Marked Patrol Car	Hour	100	\$	\$
6.2.7	Loop Saw	LF	2,500	\$	\$
6.2.8	Mini Excavator	Hour	20	\$	\$
6.2.9	Skid Steer	Hour	20	\$	\$

Grand Total this Contract Bid (Schedule 6.1 and 6.2 Combined) = _____ or _____ dollars and _____ cents.

6.3 MARK-UP PERCENTAGE: Please state the amount of mark-up to be applied to the Contractor's itemized invoice for parts replaced during preventive maintenance or service work.

Mark-up _____%

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3629

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

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

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

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

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3629

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**ATTACHMENT D
INVITATION FOR BIDS NUMBER 3629**

Bidder shall submit a list of three (3) Contracts of similar size which have been in service for one (1) year or longer.

Reference # 1

Name of Firm: _____
Contact Person: _____
Email address: _____ Fax numbers: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over the life of the Contract)
Contract start date: _____ Contract end date: _____

Reference #2

Name of Firm: _____
Contact Person: _____
Email address: _____ Fax numbers: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over the life of the Contract)
Contract start date: _____ Contract end date: _____

Reference #3

Name of Firm: _____
Contact Person: _____
Email address: _____ Fax numbers: _____
Nature of Contract: _____
Services Provided: _____
Dollar amount: \$ _____ (over the life of the Contract)
Contract start date: _____ Contract end date: _____

APPENDIX A
INVITATION FOR BIDS NUMBER 3629

Traffic Signal
Preventive Maintenance Checklist
Minimum Requirements

Intersection Name: _____

Date: _____

Technician: _____

Time: _____

A. Signal Heads

Clean lenses and reflectors	YES	NO
Check heads are properly aligned	YES	NO
Check for water in heads	YES	NO
Check for wear on signal cables	YES	NO
Check for wear on span wire and mechanical hardware	YES	NO
Check for bent hoods, wing nuts and hinges	YES	NO
Check for condition of backplates	YES	NO
Check nighttime visibility	YES	NO
Check head height	YES	NO
Overhead sign hangers on span wire and upper tether –		
Are they wearing the messenger cable	YES	NO
Sign bolts tight	YES	NO

B. Mast Arms and Poles

Inspect for rust and spot paint as required	YES	NO
Inspect joints for rust and cracks	YES	NO
Inspect anchor bolts for rust and tightness	YES	NO
Inspect for structural damage	YES	NO
Inspect for horizontal and vertical angle of arm	YES	NO
Check for water accumulation	YES	NO

C. Span Wires and Poles

Inspect for rust and spot paint as required	YES	NO
Inspect joints for rust and cracks	YES	NO
Inspect anchor bolts for rust and damage	YES	NO
Inspect for structural damage	YES	NO
Check clamps and hardware	YES	NO
Check guy wire anchors and guards	YES	NO
Check for water accumulation	YES	NO

D. Electrical

Check lighting	GOOD	BAD	
Check operation of fan	GOOD	BAD	
Check operation of thermostat	GOOD	BAD	
Check cabinet circuit breaker	GOOD	BAD	
Check main circuit breaker	GOOD	BAD	NONE
Test GFI	GOOD	BAD	NONE

Voltage at service connection inside cabinet: _____ VAC

Amperage on service inside cabinet: AC+: _____ AC-: _____ Chassis: _____

APPENDIX A (Continued)
INVITATION FOR BIDS NUMBER 3629

E. Control Panel

Check timings against master time sheet	YES	NO	
Verify correct time on clock	YES	NO	
Verify communication if in coordinated system	YES	NO	
Activate vehicle recall switch for active phases	GOOD	BAD	
Activate ped recall switch for active peds	GOOD	BAD	
Check stop timing switch for proper operation	GOOD	BAD	
Check Max II switch for proper operation	GOOD	BAD	
Tighten loose screws on terminal connections	YES	NO	
Check all harnesses for secure and tight connections	YES	NO	
Verify load switches and flasher are firmly inserted in sockets	YES	NO	
Police door operation –			
Check hand controller for proper operation	YES	NO	NONE
Flash operation	YES	NO	NONE
Mercury relay operation	GOOD	BAD	
Flash transfer relay operation	GOOD	BAD	
Flash outputs correct	YES	NO	

F. Vehicle Detection

Loops	GOOD	BAD	NONE
Detectors	GOOD	BAD	
Verify extensions by detector actuation	GOOD	BAD	
Verify detection within designated zone of detection	GOOD	BAD	
Verify no adjacent lane detection	GOOD	BAD	
Video	GOOD	BAD	NONE
Radar	GOOD	BAD	NONE

G. Pedestrian Buttons

Are pedestrian buttons at each end of crosswalk?	YES	NO	
If yes, verify pedestrian signal operation	YES	NO	
If yes, verify timing	YES	NO	
If yes, push button sign alignment and condition	GOOD	BAD	

H. Housekeeping

Lubricate hinges and locks	YES	NO	
Check for water accumulation	YES	NO	
Check door gasket for weather tight seal	YES	NO	
Caulk against water if needed	YES	NO	
Vacuum all dust and dirt accumulation in cabinet	YES	NO	
Replace control cabinet filter	YES	NO	
Remove graffiti as needed	YES	NO	
Apply insecticide	YES	NO	

I. Conflict Monitor

Tested by Knox County owned testing device	YES	NO	
Certified	YES	NO	

APPENDIX B
INVITATION FOR BIDS NUMBER 3629

Advance, Actuated Pedestrian, Overhead and School Flashers, and
Solar Powered Radar Speed Sign Display
Preventive Maintenance Checklist
Minimum Requirements

Intersection Name: _____

Date: _____

Technician: _____

Time: _____

A. Signal Heads

Clean lenses and reflectors	YES	NO
Check heads are properly aligned	YES	NO
Check for water in head	YES	NO
Check for wear on signal cables	YES	NO
Check for wear on span wire and mechanical hardware	YES	NO
Check for bent hoods, wing nuts and hinges	YES	NO
Check condition of backplates	YES	NO
Check nighttime visibility	YES	NO
Check head height	YES	NO

B. Span Wires and Poles

Inspect for rust and spot paint as required	YES	NO
Inspect joints for rust and cracks	YES	NO
Inspect anchor bolts for rust and damage	YES	NO
Inspect for structural damage	YES	NO
Check clamps and hardware	YES	NO
Check guy wire anchors and guards	YES	NO
Check for water accumulation	YES	NO

C. Other Items as Applicable

Verify clock accuracy	YES	NO
Verify communication system	YES	NO
Verify correct calendar settings	YES	NO
Check battery function and life	YES	NO

**APPENDIX C
INVITATION FOR BIDS NUMBER 3629**

Traffic Signal Response Maintenance Status Descriptions

URGENT – Response within four (4) hours of notification

1. Green signal display to two or more conflicting movements
2. All signal displays dark
3. All red lamps or all yellow lamps out for one or more movements
4. Skipping green phase or green stuck on one phase
5. Green arrow signal display clearly visible to conflicting movement
6. Twisted signal display clearly visible to conflicting movement
7. Accident damage creating traffic hazard
8. Exposed live wires
9. Conflicting indications (i.e., red/green on simultaneously for one movement)
10. Any fault associated with a pre-emption system

PRIORITY – Response within sixteen (16) hours of notification

1. Timing fault causing abnormal congestion or delay
2. Don't walk lamp out
3. Red lamps out with other lamps for same movement operating
4. All green lamps out for one or more movements
5. Skipping pedestrian phase
6. Accident damage not creating a traffic hazard
7. Left-turn arrow lamp out
8. Traffic control signal inappropriately operating in flashing mode

OTHER – Response within twenty-four (24) hours of notification

1. Yellow lamp out with other yellow lamps for same movement operating
2. Green lamp out with other green lamps for same movement operating
3. Walk lamp out
4. Faulty changeable or blankout message sign
5. Twisted signal display not clearly visible to conflicting movement
6. Handhold or other cover missing
7. Any other fault problem

**APPENDIX D
INVITATION FOR BIDS NUMBER 3629**

INTERSECTION: _____

Response	Arrival Time	Date	Technician	Problem	Resolution	Time Operational
1						
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