

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of a **Fishing Pier** as specified herein. Bids must be received by **2:00 p.m. on January 22, 2025**. Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 3618
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 **ACCEPTANCE:** Bidders shall hold all pricing proposed 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, you can 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 bidders(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BID DELIVERY:** Knox County requires Bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- 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
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.8 **CONFLICT OF INTEREST:** Bidders must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.9 **COPIES:** Knox County requires that bids submitted by hand be submitted with one (1) marked original and one (1) exact copy. Bidders must submit with their written response an exact electronic version of their bid in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**
- 1.10 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and Bidders **must** comply with the condition. Failure to comply with any such condition will result in their bid being non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, the Knox County Procurement Division will **NOT** accept electronically transmitted bids through the County's On-Line Procurement System. Email and facsimile submission 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 bids 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:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.16 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.
- 1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being submitted on paper shall:
- 1.20.1 Be submitted on recycled paper
- 1.20.2 Not include pages of unnecessary advertising

- 1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division by **January 10, 2025 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.22 **SIGNING OF BIDS:** In order to be considered, all bids **must be signed**. Please sign the original in blue ink. By signing the bid document, the bidder acknowledges and accepts the term and conditions stated in the document.
- 1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”-“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.25 **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 regard 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 are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on “Online Vendor Registration.” 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 electronically less than twenty-four (24) hours prior to the bid closing 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 subcontract 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, Request 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, subcontractor 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) Request for Bid, (3) Contractor's Response, (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, right offset-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.
- 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 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.
- 2.22 TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to convey to prospective bidders the general type, size and quality of the demolition and installation of a Fishing Pier desired for the purpose and use by Knox County Parks and Recreation Department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of products or services that are provided. Acceptance requires a specific action *in writing* by Knox County so stating.

3.3 BID ENVELOPE COVER SHEET: 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.** Do not leave any blank spaces. If a sub-contractor is not required for a particular category, you must state “none required”, “N/A”, etc. Failure to properly and completely fill out the Bid Envelope Cover will cause your bid to be rejected and not eligible for consideration for award.

3.4 BONDING COMPANIES: Bidders are advised that the selected Bidder will be required to provide appropriate performance and payment bonds to ensure contractor’s performance. All bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. The ratings that the bonding company holds must be acceptable to the County.

3.5 CHANGES AFTER AWARD: It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County Parks and Recreation and/or provide improved service.

3.6 CODES, PERMITS AND LICENSES: All work shall comply with 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. Permitting of utilities to be obtained by licensed contractors. All codes to be followed and met with compliance.

All electrical materials used shall be Underwriter Laboratory (UL) 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.

3.7 CONSTRUCTION PROJECTS: Any construction undertaking for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more is subject to the “Contractors Licensing Act of 1994.” In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor’s license number, the date of the license’s expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor’s license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor’s work is less than \$25,000, the bid envelope is to be annotated with the phrase “Subcontractors Bid is Less Than \$25,000” after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information.

All bids must be submitted in one envelope; use the Envelope Cover provided with the Invitation for Bid. If no subcontractors are being used, the outside of the envelope must state, “No Subcontractors are being used on this project.” **Do Not** leave any blank spaces on the Bid Envelope Cover Sheet. **Failure to fill out each section of the Bid Envelope Cover Sheet will result in your bid not being opened and considered for award.**

3.8 CODE OF CONDUCT: The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Knox County Parks and Recreation.

- 1) No employees, officer or agent of Knox County shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, is involved.
- 2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:
 - a) The employee, officer, or agent
 - b) Any member of his/her immediate family
 - c) His or her partner
 - d) An organization employs or is about to employ one of the above
- 3) Knox County Parks and Recreation employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.
- 4) Failure of any Knox County Parks and Recreation employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Knox County Procurement Division. The Knox County Procurement Division will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Parks and Recreation Department.

5) Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

3.9 DESTINATION AND DELIVERY: Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the County department. **There will be no extra hidden charges.**

3.10 DELIVERY TIME/SUBSTANTIAL COMPLETION: Bidders must state the number of business days until delivery/substantial completion from the date of commencement. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "60 – 90 business days." Vendors must be specific and state either "60 business days" or "90 business days." If Vendor states a range of business days, Knox County will base their answer on the maximum number of business days provided.

3.11 DRUG-FREE WORKPLACE: If **Contractor** has five or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

NOTE: Notaries located outside the State of Tennessee will be accepted so long as their commission has not expired. If needed, "Tennessee" on the attached form may be stricken through and the state in which the notary is located written in.

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

Cost	80 Points
Timeline for Completion	20 Points

3.13 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.14 INCLUSION: Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.

3.15 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

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

3.17 LICENSING: All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**

3.18 LIQUIDATED DAMAGES: In the event that the vendor fails to maintain reasonable conformance to the project schedule mutually agreed to by the County and the vendor by reasons of dereliction, mismanagement, nonperformance, lack of due diligence, or failure to conform to technical requirements and specifications, then the County will assess a penalty of \$1,000 per calendar day as liquidated damages until such time as the deficiency has been corrected to the satisfaction of the County. Liquidated damages, if assessed, will be in addition to any other claim, remedy, or recovery to which the County may be entitled. For the purpose of this project, nonperformance will be defined to mean any delay that will extend the overall project schedule by more than ten (10) calendar days beyond the timeline submitted in your response to complete the project from receipt of a notice

to proceed.

- 3.19 MANUALS:** The successful bidder shall furnish all manuals for all components of the items listed in this bid.
- 3.20 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.
- 3.21 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.
- 3.22 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 Request for Bids **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.23 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for closing of the Request for Bids.
- 3.24 OPEN BID INTENDED:** It is the intent and purpose of Knox County that this Request for Bids promote competitive bidding. It shall be the vendor's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this RFP. Such notification must be submitted in writing and must be received by the Procurement Division no later than **January 10, 2025 @ 4:30 p.m.** local time.
- 3.25 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Request for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.26 PAYMENT SCHEDULE:** The County and Contractor shall arrive at a mutually agreed upon milestone payment schedule for this project. An example of a payment schedule is below.
- | | |
|------------|--|
| Payment 1: | 25% of total cost upon Contract execution |
| Payment 2: | 25% of total cost upon delivery of equipment |
| Payment 3: | 25% of total cost upon written acceptance of completion of installation |
| Payment 4: | 25% of total cost upon final inspection, testing and written acceptance of the project by the County |
- 3.27 PERFORMANCE AND PAYMENT BONDS:** The successful contractor(s) will be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project. **The P&P bond must be for the company/prime contractor submitting a response to this. Bonds for sub- contractors will not be accepted.**
- 3.28 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the services.
- 3.29 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to, prevent injury to, all employees on the work site and other persons including but not limited to, the public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. 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 project manager. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

- 3.30 SAFETY EFFORTS:** The Contractor(s) must always exercise caution for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.31 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.
- 3.32 SITE VISITS:** There will be a **non-mandatory** site visit on January 7, 2025, beginning promptly at 10:00 a.m. local time. Location is Concord Park 11149 South Northshore Drive, Knoxville TN 37922. Please bring a copy of this solicitation with you.
- 3.33 SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation by **January 10, 2025 @ 4:30 p.m. eastern time**. Submit questions as noted in Section 1.1.
- 3.34 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV INSTRUCTIONS, SPECIFICATIONS AND SCOPE OF WORK GENERAL REQUIREMENTS

- 4.1 GENERAL SCOPE:** The County is seeking a turn-key project for the demolition the existing fishing pier and the complete installation of a new fishing pier.
- 4.1.1 Demolition**
- Successful contractor will be responsible for all demolition of the existing piers.
 - All pilings will be removed and disposed of.
 - All Framing, decking, and railing will be removed and disposed of.
 - Vendors are advised that Knox County policy does not allow vendors to utilize on-site trash bins paid for by the County. Vendors are responsible for removing and disposing of all debris associated with the work to be performed under this Contract.
- 4.1.2 Manufacturing**
- **Large Fishing Pier (East)**
 - One (1) 8-foot by 80-foot Aluminum Gangway
 - Hinged to existing concrete bulkhead
 - Aluminum Construction
 - Aluminum Decking
 - Intermittent Handrail
 - Supplemental flotation at bottom of gangway
 - Eight (8) 8' x 25' floating docks
 - Composite Decking attached using the TimberStrong, or equal, hidden deck fastening system.
 - ADA fishing railing around perimeter of docks
 - Two (2) 8' x 16' floating docks
 - One (1) Transition ramp from main dock to kayak dock.
 - One (1) Clip-A-Launch
 - One (1) Adaptive Boarding Kit
 - Boarding bench with pullout seat
 - Overhead grab bar § Roll cage with hand assist straps
 - Instructional sign
 - Six (6) Piling Guides
 - Six (6) Pilings

4.1.3 Installation

The successful contractor will be responsible for the complete installation of the fishing pier. Installation will not be considered complete until a final written acceptance is executed by the County. Contractor shall be responsible for insuring that all installation is in accordance with all applicable codes, ordinances, rules and regulations.

4.2 DEMOLITION AND INSTALLATION: Demolition and installation must be scheduled with the designated Knox County Parks and Recreation representative.

4.3 DETAILED SUBMITTAL: Bidders are to include a detailed drawing of the fishing pier being bid along with a description of the anchoring method to be used.

4.4 CLEAN-UP: The Contractor shall keep the job site premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, Contractor shall remove, from and about the premises, including adjacent areas, all rubbish, tools and surplus materials used for work.

4.5 DAMAGE TO PROPERTY: The Contractor is responsible for any damages to any property, County owned or otherwise, that is a result of Contractor negligence while abatement is in progress. If the Contractor fails to make repairs or replace damaged materials, as necessary, the County shall deduct the amount of any damages from the Contractor's payment.

4.6 PROJECT/CONSTRUCTION ADMINISTRATION: Upon award and prior to the owner issuing a Notice to Proceed, the Contractor shall submit a construction schedule showing planned and actual start and finish dates for the project, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with Notice-To-Proceed through Final Completion. During construction, the Contractor shall hold regularly scheduled, bi-weekly progress meetings including the Owner.

The Contractor or assigned representative (site superintendent) shall be on the site at all times of work to provide construction supervision, including when sub-contractors are performing work under this contract. It is Knox County's belief that the site superintendent drives the project and is the most important individual assigned to the project. The Contractor is expected to provide the site superintendent's cell phone and email address to Knox County so that the owner has the ability to stay in constant contact with the site superintendent.

4.7 PROJECT COMPLETION: Prior to Final Completion, the Contractor shall submit any necessary closeout documents. A final payment will not be made until the site is completely clear and accepted by Knox County.

4.8 TITLE TO MATERIALS: All materials resulting from demolition work shall become the property of the Contractor and shall be disposed in accordance with Federal, State, and local ordinances, regulations, and rules.

4.9 WARRANTY: The following are the requested minimum warranty requirements. Bidders are to also include warranty documentation with their response.

4.9.1 15-year conditional warranty on aluminum and aluminum welds

4.9.2 T2-year conditional warranty on floating docks and rafts.

4.9.3 5-year warranty on aluminum decking.

4.9.4 1- year warranty on all products and parts not listed above.

4.10 OVERVIEW OF ATTACHMENTS: To aid firms in their bid response, the following items are attached:

Attachment A: Insurance Checklist

Attachment B: Drug Free Workplace Certification

Attachment C: Non-collusion Affidavit of Prime Bidder

Attachment D: Bid Envelope Cover Sheet

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

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

Authorizing Signature: _____
Sign Original in Blue Ink

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

Authorizing Signature: _____
Sign Original in Blue Ink

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

5.8 Turnkey Cost to demolish and reinstall the fishing pier: \$ _____

5.9 Guaranteed business days for completion of the project after receipt of a signed Purchase Order?
 _____ days

- 5.10 Did you include the correct number of copies as per Section 1.9? _____ Yes _____ No
- 5.11 Will you accept payment via E-commerce card (VISA) as per Section 1.16? _____ Yes _____ No
- 5.12 Did you include the Insurance Checklist? _____ Yes _____ No
- 5.13 Did you include the Drug Free Workplace Affidavit? _____ Yes _____ No
- 5.14 Did you include the Non-Collusion Affidavit? _____ Yes _____ No
- 5.15 Did you attach the Bid Envelope Cover Sheet? _____ Yes _____ No
- 5.16 Did you include the Performance and Payment Bond as Per Section 3.27? _____ Yes _____ No
- 5.17 Can you meet the minimum warranty requirements as per Section 4.9? _____ Yes _____ No
- 5.18 Did you include the warranty documentation as per Section 4.9? _____ Yes _____ No

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

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

5.20 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:

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3618**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY	COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO-SYMBOL (1)	BODY INJURY (Per -Person)
			BODY INJURY (Per-Accident)
			PROPERTY DAMAGE (Per-Accident)
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS
		<input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> 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
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	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
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000
		PROFESSIONAL LIABILITY	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

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

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

**ATTACHMENT B
AFFIDAVIT OF COMPLIANCE**

WITH

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

(To be submitted with 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
NONCOLLUSION AFFIDAVIT**

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
3. Such Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bid, firm or person to submit a collusive or sham Bidder in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Bid or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Knox County, TN, or any person interested in the proposed contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

(Signature)

My commission expires _____

BID ENVELOPE COVER

Name of Project:

Invitation for Bids #3618 FISHING PIER

Sealed bids will be received by:

**The Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917**

**UNTIL: 2:00 p.m. Local Time
TIME**

**January 22, 2025
DATE**

COMPLETE ALL BLANKS!

BIDDER _____
ADDRESS _____
TENNESSEE CONTRACTORS LICENSE NUMBER _____
LICENSE CLASSIFICATION (applicable to this project) _____
_____ DOLLAR LIMIT _____
LICENSE EXPIRATION DATE _____

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

BIDDERS MUST PLACE THIS PAGE ON THE OUTSIDE OF THE SEALED BID.

FAILURE TO ATTACH THE BID ENVELOPE COVER SHEET OR FAILURE TO COMPLETE ALL LINES ON THE BID ENVELOPE COVER SHEET WILL RESULT IN YOUR BID NOT BEING ABLE TO BE OPENED OR CONSIDERED FOR AWARD.

Large Fishing Pier - East Side

