

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Heavy Equipment Repair and Parts** as specified herein. Bids must be received by **2:00 p.m.** on **March 18, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3637
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 Bids.

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 <http://www.knoxcounty.org/audit/hotline.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 AWARD: Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, 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.

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

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

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

- 1.7 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

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

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

- 1.8 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.
- 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** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile and Email submissions are strictly prohibited. Bids may be submitted by hand or commercial carrier.
- 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 email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed 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 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 Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.
- Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on March 5, 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.
- 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 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 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 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting 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.
- 2.18 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 of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 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:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered, and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this solicitation is to convey to prospective bidders the type and quality of Heavy Equipment Repair and Parts as desired by the Knox County Fleet Service Center and Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS OF GOODS/SERVICES:** 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 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 negotiate the terms of any resulting Contract with the awarded vendor(s) if the need arises. 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.
- 3.5 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.
- 3.6 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or 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.
- 3.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in 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.
- 3.8 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.

- 3.9 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 make adjustments as requested by Knox County.
- 3.10 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.
- 3.11 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.
- 3.12 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 Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.
- 3.13 DELIVERY:** All shipments that are to be delivered must be "free on board" to the department ordering the items. All shipping charges are to be included in the unit price of all items. **There will be no extra hidden charges.** All deliveries must be unloaded and delivered inside to the department location that is ordering the items.
- 3.14 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|-------|------------|
| Price | 100 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.
- 3.15 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.
- 3.16 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.
- 3.17 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.

- 3.18 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment 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, Tennessee 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.

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

- 3.20 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 that invoice. 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.

- 3.21 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.

3.21.1 Invoices for Knox County Engineering and Public Works:
Knox County Fleet Service Center
Attn: Fleet Administrator
205 West Baxter Avenue
Knoxville, TN 37917

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

3.21.3 The invoice must show an itemized detailed material count, including: date(s) of service, type of equipment serviced, part(s) furnished, including quantity; quantity of labor hour(s), the associated unit price for the material(s) and/or service(s) provided, and the total price for material(s) and/or service(s) provided.

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

3.21.5 Submit original invoice and one (1) exact copy.

3.21.6 Invoices must show catalog price, discount percentage and final price.

3.21.7 Invoices which do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. 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 "billing" 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 desire 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, please contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

- 3.22 MANUFACTURER AND BRAND NAME:** Bidders 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.
- 3.23 NEW MATERIAL:** Unless specified otherwise in the bid package, Contractor(s) must provide new parts and supplies of commercial grade or better. 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 the bid.
- 3.24 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.
- 3.25 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.26 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.
- 3.27 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.
- 3.28 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:

- 3.28.1** Continue with the existing prices.
- 3.28.2** Request a lower price increase.
- 3.28.3** Not accept the renewal offer.

Contractor(s) must submit proof of price increase. 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.

- 3.29 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.30 QUALITY CONTROL:** Bidders are obligated to supply parts that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts shall be cause for termination of the Contract. Defective parts returned to the Contractor shall be promptly replaced by the vendor at no cost to the County.
- 3.31 QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount procured for these types of goods/services. These goods and services will be ordered on an as-needed basis.

- 3.32 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.
- 3.33 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.
- 3.34 SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.
- Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.
- Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.
- 3.35 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.
- 3.36 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on March 5, 2025**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Heavy Equipment Repair and Parts. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for heavy equipment repairs and parts from other sources if the need arises.

Pricing is to be a fixed firm price for labor rates and a percentage off of list price for all heavy equipment parts that are available for the specified manufacturers in Section VI.

Labor rates shall reflect a shop rate. The successful Contractor shall submit to Knox County a quote at no charge. After Knox County reviews the quote, they will notify the Contractor to either proceed with the repairs or pick up equipment without repairs being performed. All work will be performed within thirty (30) days from Notice to Proceed. If work is not completed within thirty (30) days, the successful Contractor shall notify the Fleet Service Shop Foreman as to why work is not completed and when work will be completed.

Section VI lists examples, labor rates, and percentages to be bid for each manufacturer. This is only a partial listing of example parts. Knox County will use this pricing to compare bidders' pricing during the evaluation stage. The discount price given must be reflected for all parts for the specified manufacturer that the bidder supplies.

Bidders must fill out the pricing for all examples, labor rates, and percentages and submit with your bid. Failure to do so may result in your bid being non-responsive.

- 4.2 CERTIFICATIONS:** Contractor's technicians must be factory certified or Automotive Service Excellence (ASE) Certified to service and repair the equipment under this Term Contract. Certifications of technicians **must be included** in the bid package. Failure to provide certifications may result in your bid being non-responsive and subject to rejection.
- 4.3 DELIVERY/DISTANCE:** Knox County will deliver equipment to the awarded vendor for repair. Vendor's location must be located within fifty (50) miles of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Vendor must contact Knox County representative, Heavy Equipment Foreman at 865-215-5877 to schedule delivery and pick up of equipment when repairs are completed. Knox County must receive notice a minimum of one (1) full business day prior to equipment delivery and completion.
- 4.4 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 Fleet Service Center will be the sole judge if the substitution is appropriate.
- 4.5 PARTS STOCKING:** The Contractor must maintain an inventory of heavy equipment replacement parts sufficient to guarantee the Knox County Fleet Service Center that eighty (80) percent of all orders will be immediately available for delivery.
- 4.6 WARRANTY ON PARTS:** Vendors **must** state their policy on defective heavy equipment parts for all manufacturers' equipment being bid that may be returned by Knox County that are still under your parts warranty. Contractor(s) must reimburse the County for any labor costs incurred in replacing defective heavy equipment parts still under the manufacturer's warranty.
- 4.7 WARRANTY ON SERVICE:** Vendors **must** submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11). You must complete and return pages twelve (12) through fifteen (15).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3637, HEAVY EQUIPMENT REPAIR AND PARTS

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 Business Location(s) to be utilized by Knox County for delivering equipment:

Address: _____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3637, HEAVY EQUIPMENT REPAIR AND PARTS – CONTINUED

VENDOR NAME: _____

Address:

Hours of Operation:

Monday – Friday: _____

Saturday: _____

- | | | | |
|-------------|--|------------|-----------|
| 5.12 | Did you include the correct number of exact copies as detailed in Section 1.9? | YES | NO |
| 5.13 | Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? | YES | NO |
| 5.14 | Did you complete and include the Insurance Checklist as detailed in Section 3.18? | YES | NO |
| 5.15 | Can you comply with the timeline for completion of work as detailed in Section 4.1? | YES | NO |
| 5.16 | Did you include your certifications as detailed in Section 4.2? | YES | NO |
| 5.17 | Do you comply with the delivery and distance as detailed in Section 4.3? | YES | NO |
| 5.18 | Did you include your warranty information as detailed in Section 4.6 and 4.7? | YES | NO |
| 5.19 | Did you complete and include the pricing in Section VI and submit it with your bid? | YES | NO |

SECTION VI VENDOR PRICING FOR BID NUMBER 3637, HEAVY EQUIPMENT REPAIR AND PARTS

VENDOR NAME: _____

Item Number	Description	Repair Labor Rate per Hour or Price per Each	Percentage Off of List Price for Parts
6.1	2009 – 2023 Caterpillar 420, 420E-IT, 420F, 420F2-HRC Backhoe		
6.2	2015 – 2018 Caterpillar 305-5E2, 315F Excavator		
6.3	2004 John Deere 6320 Mower		
6.4	2020 – 2021 John Deere 5090, 6110 Tractor Mower		
6.5	2023 – 2024 John Deere 5095M Tractor Mower		
6.6	2004 New Holland LB75B Backhoe		
6.7	2009 – 2013 New Holland Mower T5050, T6020		
6.8	2014 – 2015 New Holland Mower TS60.110		
6.9	2015 – 2016 New Holland Mower T4.85, T4.90		
6.10	2005 – 2009 S185 Turbo Bobcat, S220, T-250, T300K; 2014 – 2016 Bobcat T590-T4E42		
6.11	Tiger Mowing Equipment Parts (include discount in pricing listed for example parts below)		
6.12	6T0110 Lift Cable		
6.13	6T1029 Mower Chain		
6.14	10-1005 Pulley		
6.15	06700002 Disc		
6.16	34684 Blade		
6.17	TB2031A Blade		
6.18	6T1018H5 Spindle		
6.19	Caterpillar Backhoe Equipment Parts (include discount in pricing listed for example parts below)		
6.20	2713099 LH Joystick Control		
6.21	2965922 RH Joystick Control		
6.22	3395256 Alternator Bracket		
6.23	3832557 Alternator		
6.24	2265540 Clam Bucket Cylinder		
6.25	2059577 Roof Cover		

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

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3637**

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.	<table border="1" style="margin: auto;"> <tr> <th colspan="2">AUTOMOBILE LIABILITY</th> </tr> <tr> <td style="text-align: center;">X</td> <td>ANY AUTO-SYMBOL (1)</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	AUTOMOBILE LIABILITY		X	ANY AUTO-SYMBOL (1)									<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
AUTOMOBILE LIABILITY																							
X	ANY AUTO-SYMBOL (1)																						
COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000																						
BODY INJURY (Per -Person)																							
BODY INJURY (Per-Accident)																							
PROPERTY DAMAGE (Per-Accident)																							
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																				
		<table border="1" style="width: 100%;"> <tr> <td>CLAIM MADE</td> <td style="text-align: center;">X</td> <td>OCCUR</td> </tr> </table>	CLAIM MADE	X	OCCUR	EACH OCCURRENCE \$ 1,000,000																	
CLAIM MADE	X	OCCUR																					
			FIRE LEGAL LIABILITY \$ 100,000																				
			MED EXP (Per person) \$ 5,000																				
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY \$ 1,000,000																				
		<table border="1" style="width: 100%;"> <tr> <td>POLICY</td> <td style="text-align: center;">X</td> <td>PROJECT</td> <td style="text-align: center;">X</td> <td>LOC</td> </tr> </table>	POLICY	X	PROJECT	X	LOC	GENERAL AGGREGATE \$ 2,000,000															
POLICY	X	PROJECT	X	LOC																			
			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	\$1,000,000.00																				
		PROFESSIONAL LIABILITY																					
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																				
NO	13.	MOTOR CARGO INSURANCE																					
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																				
YES	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																				
NO	17.	DISHONESTY BOND	\$																				
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																				
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																				

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

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

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____